CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC

Monday, March 17, 2008

5:30 p.m. – Regular Meeting

AGENDA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

David Sander, Council Member

MAKING YOUR POINT – MAKING IT COUNT

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

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

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

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

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.
- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

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

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

THANK YOU FOR PARTICIPATING!

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, March 17, 2008

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

AGENDA

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Chaplain Mary Hills, Rancho Cordova Law Enforcement, Emergency Responders will give the invocation.

5. PRESENTATIONS

5.1 Presentation of Proclamation to Quartermaster Paul Whetzel, Jr. and Vice Commander Billie Hovey for VFW's 20th Anniversary.

5.2 Presentation by Folsom Cordova Community Partnership Executive Director Paul Shane, Community Collaboration Manager Nicole Jarred, and Youth Advisory Committee Executives Danielle Nunn and Rheana Airoco on Rancho Cordova Youth Advisory Council.

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

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

5.3 Presentation by Folsom Cordova Unified School District Superintendent Pat Godwin on District Budget Challenges.

5.4 Recognition of Council Member Cooley's Birthday.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

8.1 **Subject:** Regular Meeting Minutes of March 3, 2008.
Recommendation: Adopt Minutes.

8.2 **Subject:** Resolution Declaring The Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 7 (BloodSource Laboratory Building).
Recommendation: Adopt Resolution No. 15-2008.
Result of Recommended Action: Adoption of this resolution will declare the result of the transit-related services tax election concerning Transit-Related Services Special Tax Area Zone 7, which will assist the City in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the BloodSource Laboratory Building.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11

8.3 **Subject:** A Resolution Creating Special Tax Area Zone 10 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Mather Office Complex, Building A.
Recommendation: Adopt Resolution No. 20-2008 and waive the first reading and introduce Ordinance No. 7-2008. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Mather Office Complex, Building A.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11

8.4 **Subject:** A Resolution Creating Special Tax Area Zone 9 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Department of Environmental Management Office Building.
Recommendation: Adopt Resolution No. 21-2008 and waive the first reading and introduce Ordinance No. 8-2008. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Department of Environmental Management Office Building.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11

8.5 **Subject:** Resolution Awarding Construction Contract to the Lowest Responsive Bidder, Tim Paxin's Pacific Excavation, Inc. for International Drive and Data Drive Traffic Signal and Striping Improvements in the Amount of $357,723.00.
Recommendation: Adopt Resolution No. 23-2008.
Result of Recommended Action: Tim Paxin's Pacific Excavation, Inc. will install a new traffic signal at the intersection of International Drive and Data Drive. Construction will begin Spring 2008 upon City Council approval and will be completed Fall of 2008.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 6

8.6 **Subject:** Resolution Authorizing Execution of Contract with Sunridge Anatolia LLC for Application of Contingency Funds for Infrastructure Improvements Associated with Anatolia I and III Major Roads Improvement in the amount of $143,776.00.
Recommendation: Adopt Resolution No. 22-2008.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with Sunridge Anatolia LLC for reimbursement of costs incurred through specific change orders for construction associated with the improvements plans for Anatolia I and Anatolia III.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 4 and 8

8.7 **Subject:** Approval of Revised Map of Revised Maps of Capital Village Phase I (365 B.M. 7) Lots 55-60, 130-131, 205-222 and Capital Village Phase II (365 B.M. 9) Lots 354-359, 384-395, 400-405 and 417-458 – Subdivision No. RC-04-123.1B.
Recommendation: Approve "Revised Map of Revised Maps of Capital Village Phase I (365 B.M. 7) Lots 55-60, 130-131, 205-222 And Capital Village Phase II (365 B.M. 9) Lots 354-359, 384-395, 400-405 And 417-458", consisting of 102 proposed lots, located between International Drive and Disc Drive east of Bridgeway Drive
Result of Recommended Action: Approval of this recommended action will result in the Council approving the recording of the "Revised Map of Revised Maps of Capital Village Phase I (365 B.M. 7) Lots 55-60, 130-131, 205-222 and Capital Village Phase II (365 B.M. 9) Lots 354-359, 384-395, 400-405 And 417-458".
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 4

8.8 **Subject:** Calling the November 4, 2008 General Municipal Election for Three Council Seats and requesting the Sacramento County Board of Supervisors to consolidate the General Municipal Election with the Statewide Election.
Recommendation: Adopt Resolution No. 31-2008
Result of Recommended Action: Adoption of the resolution allows for the consolidation of our general municipal election with the statewide election to be held on November 4, 2008 and to obtain election services from the Sacramento County Voter Registration and Elections Department. At the general municipal election, three members of the City Council will be elected for full, four-year terms. The Council Member seats currently filled by Ken Cooley, Robert McGarvey, and David Sander expire in November 2008.
Staff Report: Stacy Leitner, City Clerk's Department
Advances Goals: 4 and 10

8.9 **Subject:** Resolution Authorizing the City Manager to Execute a 3rd Amendment to Consulting Services Agreement MMC Communications in the Amount of $150,000 and the Term of the Contract through June 30, 2009.
Recommendation: Adopt Resolution No. 28-2008.
Result of Recommended Action: Execution of this agreement will increase the contract amount from $99,000 (as of second amendment November 13, 2007) to $249,000 from its inception on January 26, 2007 in order to continue to support media relations, training, and proactive publicity for various departments' projects in the City.
Staff Report: Nancy Pearl, City Manager's Office
Advances Goals: 1, 3 and 13

8.10 **Subject:** Resolution Authorizing Execution of Contract with Beazer Homes Holdings Corp. for Credit/Reimbursement Agreement for Privately Constructed Public Facilities in the Amount of $2,249,707.00.
Recommendation: Adopt Resolution No. 29-2008.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with Beazer Homes Holdings Corp. for reimbursement of costs incurred for construction of intersection improvements at International Drive/Prospect Park Drive, Zinfandel Drive/Data Drive, and Zinfandel Drive/International Drive.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 4 and 8

8.11 **Subject:** Resolution Authorizing the City Manager to Execute an Amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement.
Recommendation: Adopt Resolution No. 32-2008.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute an amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement. The amendment will change the current number of Advisory Board members for the Commission and add sections regarding the approval of the Commission's budget and admission of new parties.
Staff Report: Curt Haven, Economic Development Department
Advances Goals: 1, 7, 8, 10, and 13
Growing Strong Neighborhoods

8.12 **Subject:** Resolution Approving of the Grandee Apartments Relocation Plan.
Recommendation: Adopt Agency Resolution No. CRA 3-2008.
Result of Recommended Action: Adoption of this resolution will provide a comprehensive strategy for the relocation of the current tenants of the Grandee Apartments. The plan includes analysis of the current tenant mix, relocation benefits, estimated cost of the relocations and the projected relocation timetable.
Staff Report: Micah Runner, Economic Development Department
Advances Goals: 1, 6, 7, 8 and 9

9. CONSENT PUBLIC HEARING ITEMS

9.1 **Subject:** Resolution Approving the Issuance of California Municipal Finance Authority Revenue Bonds to Assist Sacramento Medical Foundation (dba BloodSource) to Finance a New Headquarters Facility in the City of Rancho Cordova
Recommendation: Adopt Resolution No. 24-2008.
Result of Recommended Action: This Public Hearing will consider the issuance of tax-exempt bonds by the California Municipal Finance Authority (CMFA) for Sacramento Medical Foundation (dba BloodSource) to finance a portion of the cost of acquiring an office building and associated land, and constructing and designing certain facility improvements and other related capital costs for use as a new headquarters for the operations of BloodSource. The bond financing does not create direct fiscal impacts on the City, nor represent an obligation of the City to pay off or guarantee the bonds. CMFA is a joint powers authority created in 2004 to promote community development through the financing of economic development.
Staff Report: Donna Silva, Finance Department
Advances Goals: 4, 9 and 11

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Community Development Block Grant (CDBG) Program, Draft Action Plan.
Recommendation: Council approve staff recommendations for funding CDBG activities for the fiscal year 2008-2009.
Result of Recommended Action: Recommendation will result in the draft action plan being released for public comment.
Staff Report: Diane Snyder, Economic Development Department
Advances Goals: 4, 7, 8 and 10
Growing Strong Neighborhoods

10.2 **Subject:** Council Call-up of Planning Commission Decision on Capital Village Reflections/Brownstones Design Review Amendment, Project No. RC-07-318, Located East of Zinfandel Drive and South of Data Drive/Disk Drive, Extending South Past International Drive.
Recommendation: Adopt Resolution No. 30-2008.
Result of Recommended Action: Approval of project will allow the applicant to obtain building permits to construct the Reflections design in the Capital Village, Brownstone District.
Staff Report: Jeffrey Beiswenger, Planning Department
Advances Goals: 1, 5, 7 and 8

10.3 **Subject:** Ross Center Pad #2, Design Review, Project No. RC-07-322, Located at 2800 Zinfandel Drive. **(Continued from February 4th and March 3rd)**
Recommendation: Adopt Resolution No. 12-2008.
Result of Recommended Action: Approval of this Design Review will allow the Ross Center Pad #2 building to be remodeled along with landscaping and access improvements to bring the site into compliance with City standards.
Staff Report: Katja Irvin, Planning Department
Advances Goals: 1, 5 and 6

10.4 **Subject:** Ordinance Amending the Folsom Boulevard Specific Plan and the Zoning Code Relating to Cardrooms.
Recommendation: Waive first reading and adopt Ordinance No. 9-2008. **(Roll Call Vote)**
Result of Recommended Action: This ordinance will amend the Folsom Boulevard Specific Plan and the Zoning Code in order to change the appropriate zoning designations and parking standards for cardrooms and will have a city-wide effect on the location of cardrooms.
Staff Report: Joe Chapman, City Attorney's Office
Advances Goals: 1, 5, 6 and 9

11. BREAK

Council will break for refreshments in the lobby in honor of Council Member Cooley's birthday.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Resolution Authorizing Mayor or Mayor's Delegate to Enter into Memorandum of Understanding for Sister City Relationship with Turrialba, Costa Rica.
Recommendation: Adopt Resolution No. 25-2008.
Result of Recommended Action: The City of Rancho Cordova will successfully complete a two year project aimed at establishing our first Sister City relationship to foster people-to-people diplomacy and cultural exchanges.
Staff Report: Stephanie Snyder, City Manager's Office
Advances Goals: 1, 8, 9, and 10
Growing Strong Neighborhoods

12.2 **Subject:** Ordinance Amending Municipal Code Chapter 4.22, "Cardrooms"; Consideration of Cardroom Revenue Tax
Recommendation: Waive first reading and introduce Ordinance No. 10-2008. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will modify existing requirements for the licensing and operation of cardrooms. Under the new requirements, the City Manager will be responsible for reviewing cardroom applications and issuing cardroom licenses. In addition to existing criminal background investigation requirements, the City Manager will also review an applicant's operational and business plans prior to issuing a license. An applicant will also be required to file and maintain approved security plans with the Police Department. In terms of operation, the ordinance will allow for an increase in the number of tables from 7 to 9, and will eliminate betting limits.

Staff Report: Joe Chapman, City Attorney's Office
Advances Goals: 1, 6 and 9

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. CITY MANAGER'S REPORT

15. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

UPCOMING MEETINGS	
Tuesday, March 25, 2008	***5:30 p.m. Work Session on Zoning Code Update and Highway 50 HOV Project Update***
Monday, April 7, 2008	***MEETING CANCELLED DUE TO COUNCIL CONFERENCE TRAVEL***
Tuesday, April 15, 2008	***5:30 p.m. Work Session on Draft Housing Element Update and (Tentative) City of Rancho Cordova Strategic Plan***
Monday, April 21, 2008	***5:30 p.m. Regular Meeting***
Tuesday, April 29, 2008	***5:30 p.m. Work Session TBD***
Monday, May 5, 2008	***5:30 p.m. Regular Meeting***
Tuesday, May 13, 2008	***5:30 p.m. Work Session TBD***
Monday, May 19, 2008	***4:00 p.m. Budget Study Session 5:30 p.m. Regular Meeting***

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If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is also available for check out from any library branch. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 17, 2008 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on March 13, 2008 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 13th day of March 2008 at Rancho Cordova, California.

Stacy Leitner

Stacy Leitner, Interim City Clerk

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, March 3, 2008

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

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

DRAFT MINUTES

A. STUDY SESSION – CALL TO ORDER / ROLL CALL

Mayor Budge called the special meeting to order in the American River North Community Room at 4:17 p.m.

Council Members Present:	Cooley, McGarvey, Sander (Arrived at 4:34 p.m.), and Mayor Budge
Council Members Absent:	None
Staff Present:	Gaebler, Sanchez, Abhar, Thomas, Scott, Leitner, Franklin, Rodriques

B. PUBLIC COMMENT

None

C. STUDY SESSION ITEM

Subject: Presentation of CalTrans Highway 50 HOV Project.
Recommendation: Staff will utilize this work session to develop project understanding of this major transportation effort with the intent of demonstrating impacts and benefits to the City of Rancho Cordova, and to bring out issues of concern.
Result of Recommended Action: No action will be requested at this workshop. The intent will be to demonstrate the magnitude and effects of the HOV project and to set up a base of knowledge that will support future decision making. Topics will include architectural treatments of noise walls and over crossings, landscape concepts and other treatments at the edge of the Caltrans right-of-way.
Staff Report: Cyrus Abhar, Public Works Department

ACTION: Discussion item only; no action taken. The Council suggested the following items:

- Good Landscaping
- Wall Enhancements
- Decorative Fencing
- Staff to provide pictures of what the Cal Trans standard is
- Add security to next discussion
- Provide tangibles to help distinguish what is planned

D. ADJOURNMENT OF STUDY SESSION

Mayor Budge adjourned the special meeting at 5:33 p.m.

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:47 p.m.

Present:	Council Members Sander, Cooley, McGarvey, Skoglund, and Mayor Budge
Absent:	None
Staff Present:	Gaebler, Chinn, Lehr, Sanchez, Abhar, Wilson, Miller, Pearl, D. Snyder, Harriman, Flory, Oliver, Junker, and Meeks

METRO CABLE TV TELEVISION ANNOUNCEMENT

The Mayor announced the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor called on Art Smith to lead the Pledge.

4. INVOCATION

Pastor Jeff Koons, First Covenant Church, gave the invocation.

5. PRESENTATIONS

5.1 Mayor Budge presented a Proclamation to Art Smith for his dedication to the City's Planning Commission.

5.2 Housing Analyst Diane Snyder gave a presentation on Community Development Block Grant (CDBG) Program Update.

5.3 Management Analyst Alexandra Miller and Chief of Police Reuben Meeks gave a presentation on the City's new website.

6. PUBLIC COMMENT

The following individuals addressed the Council:

- Bob Cox on new Community Magazine called "Go For It" featuring Mayor Budge on the front cover.
- David Ivazian on the Council 2x2 meeting process and the Brown Act as it relates to the American River Parkway JPA. Suggests Council include a quarterly update on the agenda for all 2x2 meetings.
- Scottie Moore on Toastmasters Club new memberships.
- Dianne Goldman representing Cordova High School on Capital Region Culinary Extravaganza on April 22, 2008, 6:00 – 9:00 p.m. Proceeds of the event goes directly to the schools.
- Ross Johnson announced the Annual Easter Egg Hunt on March 20, 2008 at 10:00 a.m. sponsored by the Rotary Club and Kiwani's Club Pancake breakfast at 7:00 a.m.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS

8.1 **Subject:** Council Minutes:
A. Regular Meeting Minutes of February 19, 2008.
B. Special Meeting Minutes of February 26, 2008.
Recommendation: Adopt Minutes.

ACTION: Motion by Cooley second by Skoglund and carried by a 5:0 vote, the Consent Calendar Item was approved.

9. CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

Mayor Budge opened the Consent Public Hearing Comment period. There were no speakers. Mayor Budge closed the Consent Public Hearing Comment period.

ACTION: Motion by Cooley second by Sander and carried by a 5:0 vote, the Consent Public Hearing Items were approved.

1ST AMENDED ACTION: Motion by Cooley and second by McGarvey and carried by a 5:0 roll call vote, the Consent Public Hearing Items were approved.

2ND AMENDED ACTION: Motion by Cooley and second by Sander and carried by a 5:0 roll call vote, Council continued Item 9.1 to April 21st.

9.1 **Subject:** Ordinance Amending Title 22.40.035 of the Rancho Cordova Municipal Code Relating to the Household Population Factors for Purposes of Calculating Park Dedication Requirements, as Provided in Government Code § 66477 (Quimby Fee). **(Continued from December 17th and February 4th)**
Recommendation: Continue item to April 21st.
Result of Recommended Action: Continuing this item will allow the development community to provide additional input on the updating of the City's Household Population Factors. Input from the development community might result in revisions to staff's proposal on this item.
Staff Report: Paul Junker, Planning Department

9.2 **Subject:** Ross Center Pad #2, Design Review, Project No. RC-07-322, Located at 2800 Zinfandel Drive. **(Continued from February 4th)**
Recommendation: Continue the item to March 17th to allow the applicant time to revise the plans to show changes requested by Council on February 4th.
Result of Recommended Action: Approval of this design review will allow for remodeling of the Ross Center Pad #2 building, along with landscaping and access improvements to bring the site into compliance with City standards.
Staff Report: Katja Irvin, Planning Department

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Draft General Plan Housing Element Update.
Recommendation: Discussion item only on the overview of the Housing Element and the schedule for the update for the 2006-2013 planning period.
Result of Recommended Action: No formal action is required or anticipated.
Staff Report: Reed Flory, Economic Development Department

ACTION: Discussion item only; no action taken.

Council member Cooley suggested staff review the video from the March 3, 2006 Hearing on this matter and suggested videotaping of the March 26, 2008 upcoming work session.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Planning Commission At-Large Appointment
Recommendation: That Council Members interview the two qualified applicants for this Planning Commission unscheduled vacancy and then appoint one.
Result of Recommended Action: Action on this item will result in Council's At-Large appointment of one member of the community to serve on the Planning Commission for term commencing March 2008 and ending December 2009.
Staff Report: Stacy Leitner, City Clerk's Department

Each candidate gave an introduction and the Council asked 5 questions. Candidates are Ross Johnson and Terry Dugan. Council excused the candidates for deliberations.

ACTION: Motion by McGarvey second by Sander and carried by a 5:0 vote, Council appointed Ross Johnson as Planning Commissioner. Candidates were invited back into Council Chambers for the announcement.

11.2 **Subject:** Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Fair Oaks Cemetery District for Services at Kilgore Cemetery.
Recommendation: Adopt Resolution No. 19-2008.
Result of Recommended Action: Execution of the Fair Oaks Cemetery District Agreement will allow residents to begin purchasing burial spaces at the Kilgore Cemetery.
Staff Report: Cyrus Abhar and Steve Harriman, Public Works Department

Mayor Budge opened up the item for Public Comment. The following individuals addressed the Council:

- Diane Goldman expressed concerns regarding cost and specific contract language.

ACTION: Motion by Cooley second by McGarvey and carried by a 5:0 vote, Council adopted Resolution No. 19-2008 with the following staff actions:

- Track number of requests for Sunday burials
- Inquire about the cost of purchasing the vacant parcel of land next to the cemetery for use in the future.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Budge encouraged City Attorney's Office to bring forward Growing Strong Neighborhood's Ordinances.

13. CITY MANAGER'S REPORT

City Manager Ted Gaebler reported the following updates:

- Capital City Airshow – March 15-16, 2008
- Chamber of Commerce Bank Renegotiations, lowering the amount of money owed
- City Recruitment efforts; specific need for local candidates with Records Management background to implement City-wide records system

Mayor Budge announced Arbor Day Celebration on Friday; Read across America week.

14. ADJOURNMENT

Mayor Budge adjourned the meeting at 9:24 p.m.

_____
Brenda Lehr, Interim Assistant City Clerk

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 7 (BLOODSOURCE LABORATORY BUILDING)**

RECOMMENDATION

Adopt Resolution No. 15-2008.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the transit-related services tax election concerning Transit-Related Services Special Tax Area Zone 7, which will assist the City in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the BloodSource Laboratory Building.

BACKGROUND

On November 7, 2005, the City Council approved Resolution 141-2005, which created the Rancho Cordova Transit-Related Services Special Tax Area and announced the City's intention to impose a transit-related services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax.

Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 7 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2008.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution No. 1-2008 on January 22, 2008, which created Tax Zone 7, and Ordinance No. 2-2008, on February 4, 2008, which established the special tax for transit-related services subject to landowner-voter confirmation. A ballot was mailed out to the BloodSource Laboratory Building property owner following approval of the Ordinance.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 7: 1 "yes" vote; 0 "no" vote

ATTACHMENT

Resolution No. 15-2008 declaring the result of mail ballot election regarding the special tax for transit services for Special Transit-Related Service Tax Area Zone 7.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 15-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 7

WHEREAS, on November 7, 2005, the City Council adopted Resolution 141-2005 creating the Rancho Cordova Transit-Related Services Special Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on January 22, 2008, the City adopted Resolution No. 1-2008, creating Zone 7 within the Transit-Related Services Special Tax Area, and recognizing the need for increased transit-related services in Zone 7 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution No. 1-2008, the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owners within Zone 7 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on February 4, 2008, the City introduced Ordinance No. 2-2008, which established a special tax for transit-related services in Zone 7, which is contiguous with the boundaries of the BloodSource Laboratory Building site, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 2-2008 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2008; and

WHEREAS, ballots were sent to the landowner of Zone 7 (BloodSource Laboratory Building), which asked them a single question in the form of: "Shall Ordinance No. 2-2008 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 Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owners of the real property subject to the Transit-Related Services Special Tax Area Zone 7 have voted on the issue of whether to approve Ordinance No. 2-2008 and the City now wishes to declare the results of this transit-related services tax election for Zone 7

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

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the transit-related services special tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 2-2008 authorizing a special tax in the portion of

Transit-Related Services Special Tax Zone 7 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone 7: 1 "yes"; 0 "no".

3. In accordance with Ordinance No. 2-2008, the transit-related services special tax for Zone 7 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2008.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **A RESOLUTION CREATING SPECIAL TAX AREA ZONE 10 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE MATHER OFFICE COMPLEX BUILDINGS**

RECOMMENDATION

Adopt **Resolution No. 20-2008** and waive the first reading and introduce **Ordinance No. 7-2008** establishing a Special Tax for Transit-Related Services for the Mather Office Complex Buildings.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Mather Office Complex Buildings.

BACKGROUND

The City has determined that the cost of providing City transit-related services will exceed existing municipal revenues. The City Council adopted Resolution No. 141-2005 at the November 7, 2005 City Council meeting providing for a special tax for transit-related 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 or project as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision or project and an ordinance creating the special tax.

The property owner, Jackson Properties Inc., filed an application with the City for Design Review for a new office building in the Mather Field Special Planning Area. The project, Building A, is the first of two two-story office buildings planned for the 14.41 acre parcel, located along Peter McCuen Blvd. Total gross floor area of Building A is 110,423 square feet on about 7.8 acres of the site. Total gross floor area of future Building B will be 111,600 square feet on the remaining 6.61 acres of the site. Both buildings will be located on Assessor's Parcel Number: 077-0050-085.

The City Council, on September 17, 2007, adopted Resolution No .109-2007 approving the Design Review, subject to the findings within the staff report and Conditions of Approval. The provision of funding to provide transit-related services by voting to

approve a special tax was made a condition of approval for the design review. This item will establish Tax Area Zone No. 10, the boundaries of which will be contiguous to the boundaries of the Mather Office Complex, Building A project. In addition to creating the special tax, the Ordinance will also set the date for the transit-related services tax election, which will be held on June 2, 2008, at which time the ballot(s) will be tabulated by the City, and the results declared at the City Council meeting.

MOTION

"I move that the City Council adopt Resolution 20-2008 creating Special Tax Area Zone 10, and waive the first reading and introduce Ordinance No. 7-2008 establishing a special tax for transit-related services subject to voter approval within the Mather Office Complex Buildings."

ATTACHMENTS

1. Resolution No. 20-2008 Creating Special Tax Area Zone 10 with Exhibit A – Description of Property and Exhibit B – Boundary Map

2. Ordinance No. 7-2008 Establishing a Special Tax for Transit-Related Services Subject to Voter Approval within the Mather Office Complex, Building A Project with Exhibit A – Description of Property, Exhibit B – Boundary Map and Exhibit C – Property Land Use Category

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 20-2008

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 10 WITHIN THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA FOR THE DEPARTMENT OF MATHER OFFICE COMPLEX BUILDINGS

WHEREAS, it is the intention of the City Council to create Zone 10 within the City of Rancho Cordova Transit-Related Services Special 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 transit-related services within Zone 10; and

WHEREAS, the City recognizes the need for increased transit-related 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 an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, On September 17, 2007, the City Council adopted Resolution No. 109-2007 approving Design Review for the Department of Mather Office Campus, Phase III, Building A, Project No. RC-07-295) (the "Project"). The project is for the construction of the first of two new two-story office buildings. The provision of funding to provide transit-related services was made a condition of approval for the project. Condition No. 20 of Resolution No. 109-2007 requires the property owner/applicant to participate in the provision of funding to provide transit-related services by voting to approve a special tax. This will be accomplished by the voters voting to approve a special tax for the new office buildings to be constructed by the approval.

WHEREAS, the transit-related services tax as inflated to Fiscal Year 2007/2008 is $84.20 per low density residential dwelling unit or low density residential dwelling unit equivalent, $67.34 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, $50.51 per high density residential dwelling unit or high density residential dwelling unit equivalent, $2,158.33 per retail and service commercial acre, $1,855.25 per commercial mixed use or office acre, and $774.64 per light industrial acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, 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, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 10. At the time that the Council adopted this Resolution, there were zero (0) registered voters residing within Zone 10 and one (1) property owner. Because the Transit-

Related Services Special Tax will be imposed on property in Zone 10 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 10 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova as described in **Exhibit A** and shown on the Map, **Exhibit B** hereto, is established as Zone 10 of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No. 7-2008, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone 10 by a mail ballot election, to be held on June 2, 2008. The ballot proposition shall read as follows:

> "Shall Ordinance No. 7-2008 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 Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"

Section 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, or on a date mutually agreed upon by City and the voters, as specified above.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A to REFORMED GRANT DEED
Redevelopment Agency of the County of Sacramento, Grantor
JPI XXIX, L.P., Grantee

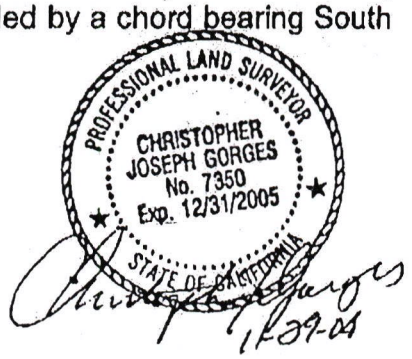
The real property which is the subject matter of the Deed to which this EXHIBIT A is attached and which is conveyed by the Grantor to the Grantee therein is hereby described as follows:

PARCEL 1 -A:

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

All that portion of that certain Record of Survey filed in Book 54 of Surveys, Page 2, together with all that portion of Lots 62 and 67 of Natomas American River Subdivision No. 4 filed in Book 15 of Maps, Map No. 44, Official Records of Sacramento County, described as follows:

Beginning at a found one-inch iron pipe tagged L.S. 5405 marking the Southerly end of a 229.00 feet radius, all as shown on said Record of Survey; thence from said point of beginning, along the Easterly line of said Record of Survey and the Southerly prolongation thereof South 30°14'04" East 178.49 feet to a point in the centerline of Peter A. McCuen Boulevard as shown on the construction plans for Mather West Main Base Road and Utility Improvements prepared for the Sacramento Housing and Redevelopment Agency dated June 17, 2002, said point hereinafter referred to as "Point A"; thence along said centerline the following two (2) courses: (1) South 59°53'59" West 1017.46 feet and (2) along the arc of a curve to the left, concave Southerly, having a radius of 280.00 feet, subtended by a chord bearing South 49°52'47" West 97.25 feet; thence leaving said centerline South 60°01'39" West 241.73 feet to a point in the Easterly line of that certain Quitclaim Deed filed in Book 940526, Page 1333, Official Records of Sacramento County; thence along said Easterly line the following two (2) courses: (1) North 31°12'30" West 64.37 feet and (2) along the arc of a curve to the right, concave Easterly, having a radius of 1407.69 feet, subtended by a chord bearing North 18°41'24" West 610.34 feet to a point in the Southerly line of that certain Record of Survey filed in Book 56 of Surveys, Page 12, Official Records of Sacramento County; thence along said Southerly line and the Easterly prolongation thereof the following two (2) courses: (1) North 89°45'18" East 291.28 feet and (2) North 59°59'45" East 869.06 feet to a point in the Easterly line of said Record of Survey filed in Book 54, Page 2; thence along said Easterly line the following two (2) courses: (1) South 29°55'37" East 122.82 feet and (2) along the arc of a curve to the left, concave Northerly, having a radius of 229.00 feet, subtended by a chord bearing South 59°54'38" East 228.75 feet to the point of beginning.



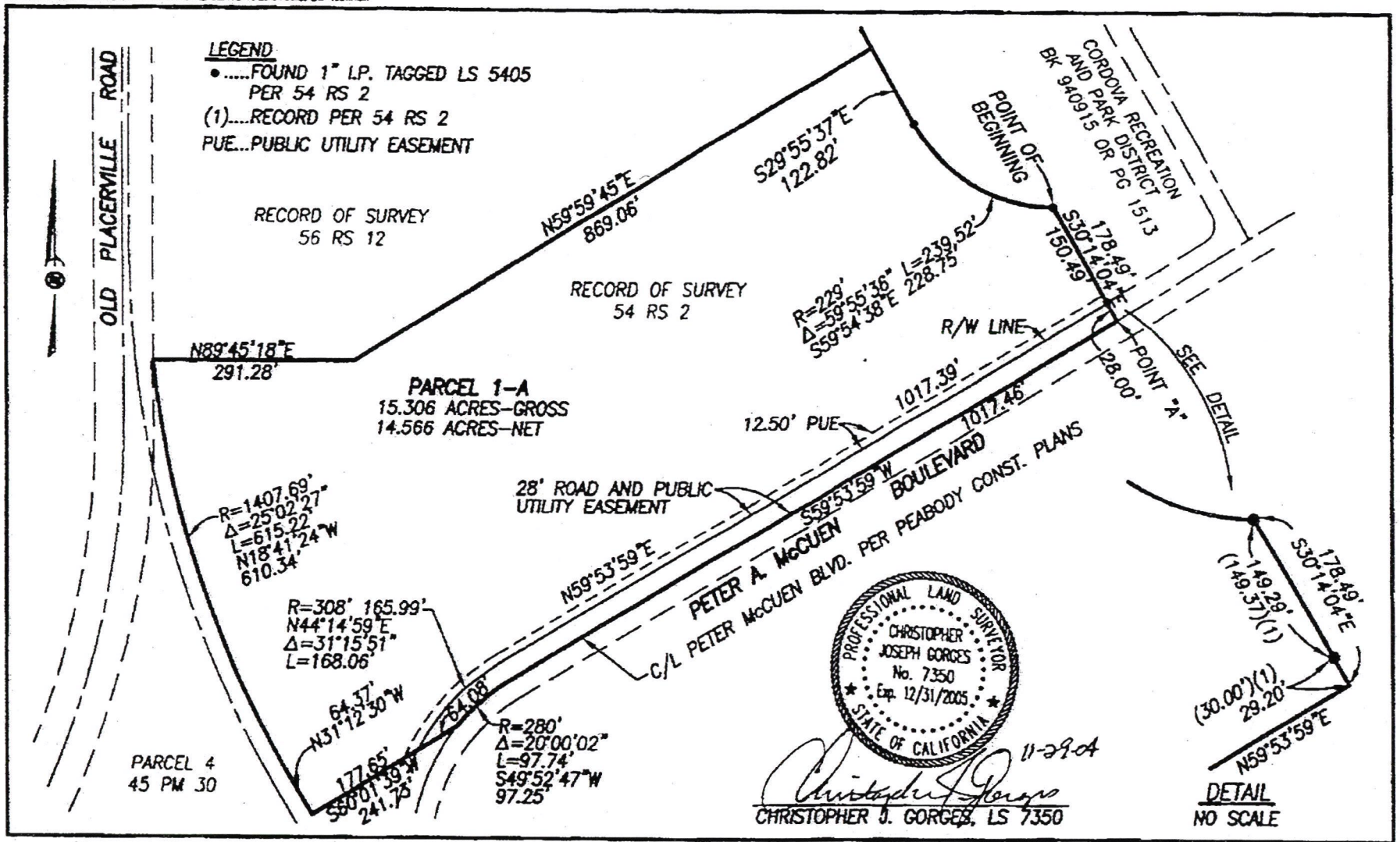
1-27-05

Reserving therefrom an easement for roadway and public utility purposes on, over, under and across all that certain real property described as follows: EXHIBIT A

Beginning at the aforementioned "Point A"; thence from said point of beginning, along the above-described centerline the following two (2) courses: (1) South 59°53'59" West 1017.46 feet and (2) along the arc of a curve to the left, concave Southerly, having a radius of 280.00 feet, subtended by a chord bearing South 49°52'47" West 97.25 feet; thence leaving said centerline South 60°01'39" West 64.08 feet; thence along the arc of a curve to the right, concave Southerly, having a radius of 308.00 feet, subtended by a chord bearing North 44°14'59" East 165.99 feet; thence North 59°53'59" East 1017.39 feet to a point in the Easterly line of said Record of Survey; thence along said Easterly line South 30°14'04" East 28.00 feet to the point of beginning.

Reserving therefrom an easement for planting and maintaining trees, the installation and maintenance of electroliers, traffic control devices, water and gas pipes, and for overhead and underground wires and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, on, over, under and across strips of land 12.5 feet in width lying Northerly of, contiguous to and parallel with the Northerly line of the above-described roadway and public utility easement.

X:\2004\04-0008-00\DWG\SRVY\040008-S1-EXB.DWG 10-26-04 06:28 am - rbowman



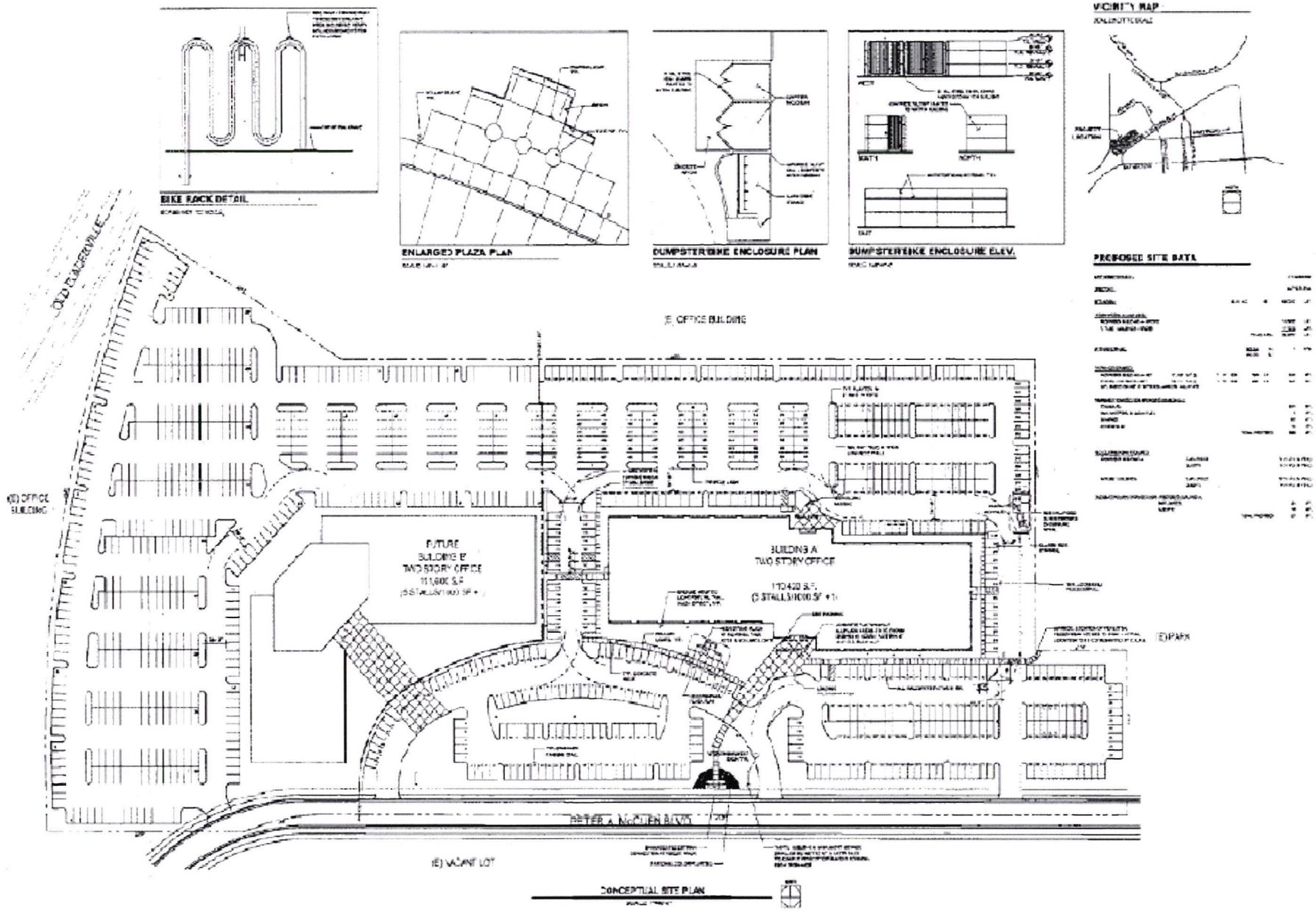
MORTON & PITALO, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING
1788 Tribute Road, Suite 200 • Sacramento, CA 95815
phone: 916.927.2400 • fax: 916.567.0120 • survey fax: 916.927.1185
email: engr@mpengr.com • web: www.mpengr.com

DRAWN:	RB	JOB NO:	040008
CHECKED:	RB	DATE:	OCT., 2004
SCALE:	1"=200'	SHEET:	1 of 1

EXHIBIT "B"

PORTION OF 54 RS 2, AND PORTION OF LOTS 62 & 67 OF NATOMAS AMERICAN RIVER SUBDIVISION NO. 4-15 BM 44

CITY OF RANCHO CORDOVA, CALIFORNIA



Transit-Related Services Special Tax Area - Zone 10

EXHIBIT B

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 7-2008

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE DEPARTMENT OF MATHER OFFICE COMPLEX BUILDINGS SUBJECT TO VOTER CONFIRMATION

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

Section 1. Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 10 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article 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. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 10.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 10 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 10 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 10 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 10 nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 10" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

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

H. "Voter" means a person who owns real property within Zone 10, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 10.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

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

2.

B. For Subsequent Fiscal Year:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 10 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding Fiscal Year	X Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

1. The secured roll tax bills shall be the only notices required for this tax, and

2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

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

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 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 approval by two-thirds of the voters voting within the Zone in an election to be held on June 2, 2008 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2008.

ADOPTED, THIS 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A to REFORMED GRANT DEED
Redevelopment Agency of the County of Sacramento, Grantor
JPI XXIX, L.P., Grantee

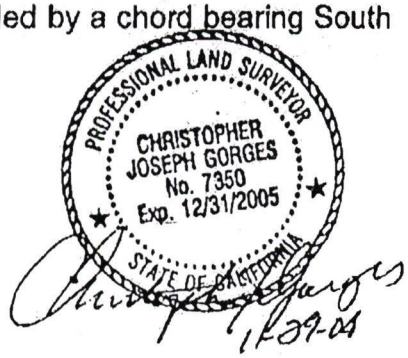
The real property which is the subject matter of the Deed to which this EXHIBIT A is attached and which is conveyed by the Grantor to the Grantee therein is hereby described as follows:

PARCEL 1 -A:

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

All that portion of that certain Record of Survey filed in Book 54 of Surveys, Page 2, together with all that portion of Lots 62 and 67 of Natomas American River Subdivision No. 4 filed in Book 15 of Maps, Map No. 44, Official Records of Sacramento County, described as follows:

Beginning at a found one-inch iron pipe tagged L.S. 5405 marking the Southerly end of a 229.00 feet radius, all as shown on said Record of Survey; thence from said point of beginning, along the Easterly line of said Record of Survey and the Southerly prolongation thereof South 30°14'04" East 178.49 feet to a point in the centerline of Peter A. McCuen Boulevard as shown on the construction plans for Mather West Main Base Road and Utility Improvements prepared for the Sacramento Housing and Redevelopment Agency dated June 17, 2002, said point hereinafter referred to as "Point A"; thence along said centerline the following two (2) courses: (1) South 59°53'59" West 1017.46 feet and (2) along the arc of a curve to the left, concave Southerly, having a radius of 280.00 feet, subtended by a chord bearing South 49°52'47" West 97.25 feet; thence leaving said centerline South 60°01'39" West 241.73 feet to a point in the Easterly line of that certain Quitclaim Deed filed in Book 940526, Page 1333, Official Records of Sacramento County; thence along said Easterly line the following two (2) courses: (1) North 31°12'30" West 64.37 feet and (2) along the arc of a curve to the right, concave Easterly, having a radius of 1407.69 feet, subtended by a chord bearing North 18°41'24" West 610.34 feet to a point in the Southerly line of that certain Record of Survey filed in Book 56 of Surveys, Page 12, Official Records of Sacramento County; thence along said Southerly line and the Easterly prolongation thereof the following two (2) courses: (1) North 89°45'18" East 291.28 feet and (2) North 59°59'45" East 869.06 feet to a point in the Easterly line of said Record of Survey filed in Book 54, Page 2; thence along said Easterly line the following two (2) courses: (1) South 29°55'37" East 122.82 feet and (2) along the arc of a curve to the left, concave Northerly, having a radius of 229.00 feet, subtended by a chord bearing South 59°54'38" East 228.75 feet to the point of beginning.



1-29-05

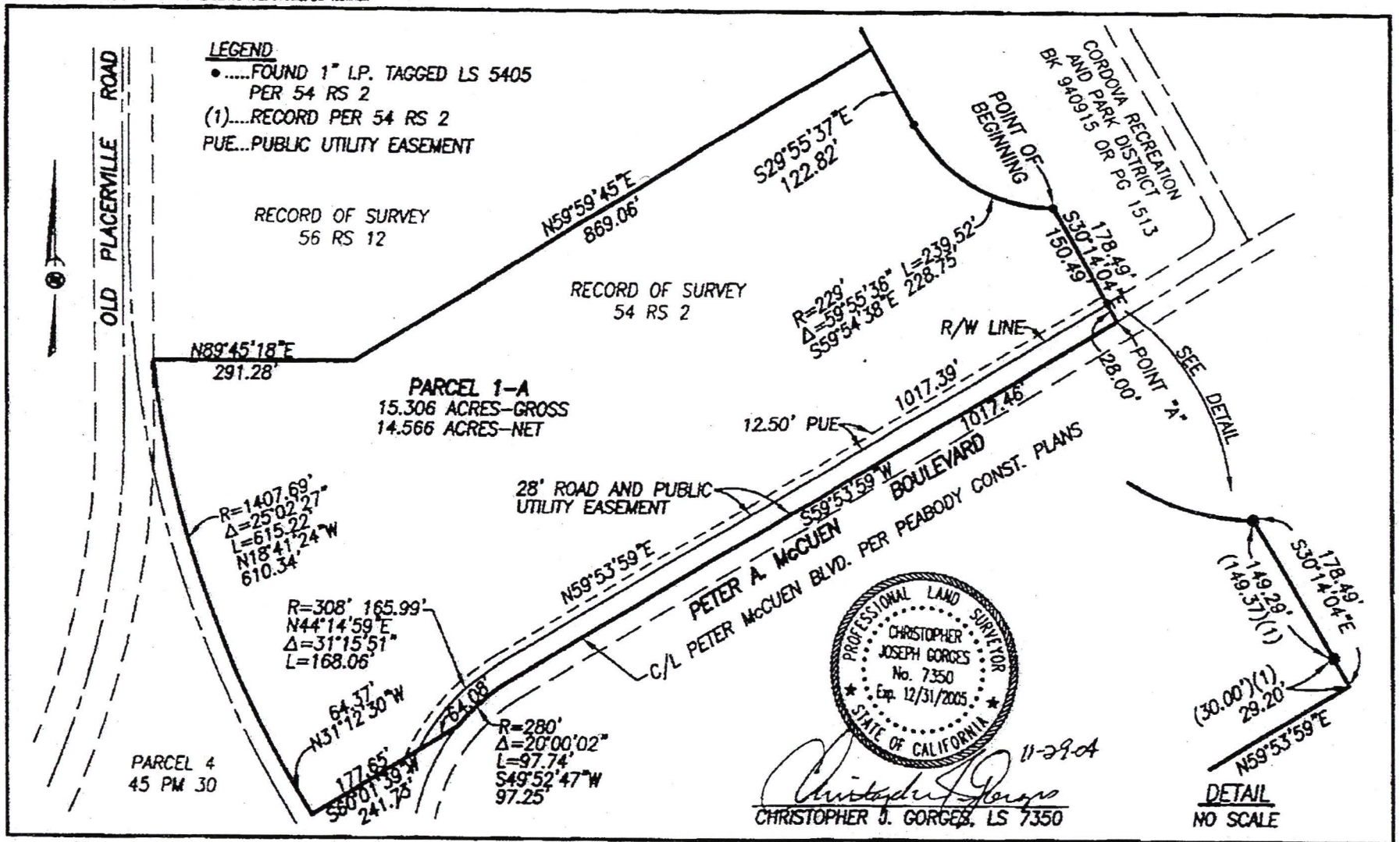
Reserving therefrom an easement for roadway and public utility purposes on, over, under and across all that certain real property described as follows: EXHIBIT A

Beginning at the aforementioned "Point A"; thence from said point of beginning, along the above-described centerline the following two (2) courses: (1) South 59°53'59" West 1017.46 feet and (2) along the arc of a curve to the left, concave Southerly, having a radius of 280.00 feet, subtended by a chord bearing South 49°52'47" West 97.25 feet; thence leaving said centerline South 60°01'39" West 64.08 feet; thence along the arc of a curve to the right, concave Southerly, having a radius of 308.00 feet, subtended by a chord bearing North 44°14'59" East 165.99 feet; thence North 59°53'59" East 1017.39 feet to a point in the Easterly line of said Record of Survey; thence along said Easterly line South 30°14'04" East 28.00 feet to the point of beginning.

Reserving therefrom an easement for planting and maintaining trees, the installation and maintenance of electroliers, traffic control devices, water and gas pipes, and for overhead and underground wires and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, on, over, under and across strips of land 12.5 feet in width lying Northerly of, contiguous to and parallel with the Northerly line of the above-described roadway and public utility easement.

EXHIBIT A

X:\2004\04-0008-00\DWG\SRVY\040008-S1-EXB.DWG 10-26-04 06:28 am - rbowman



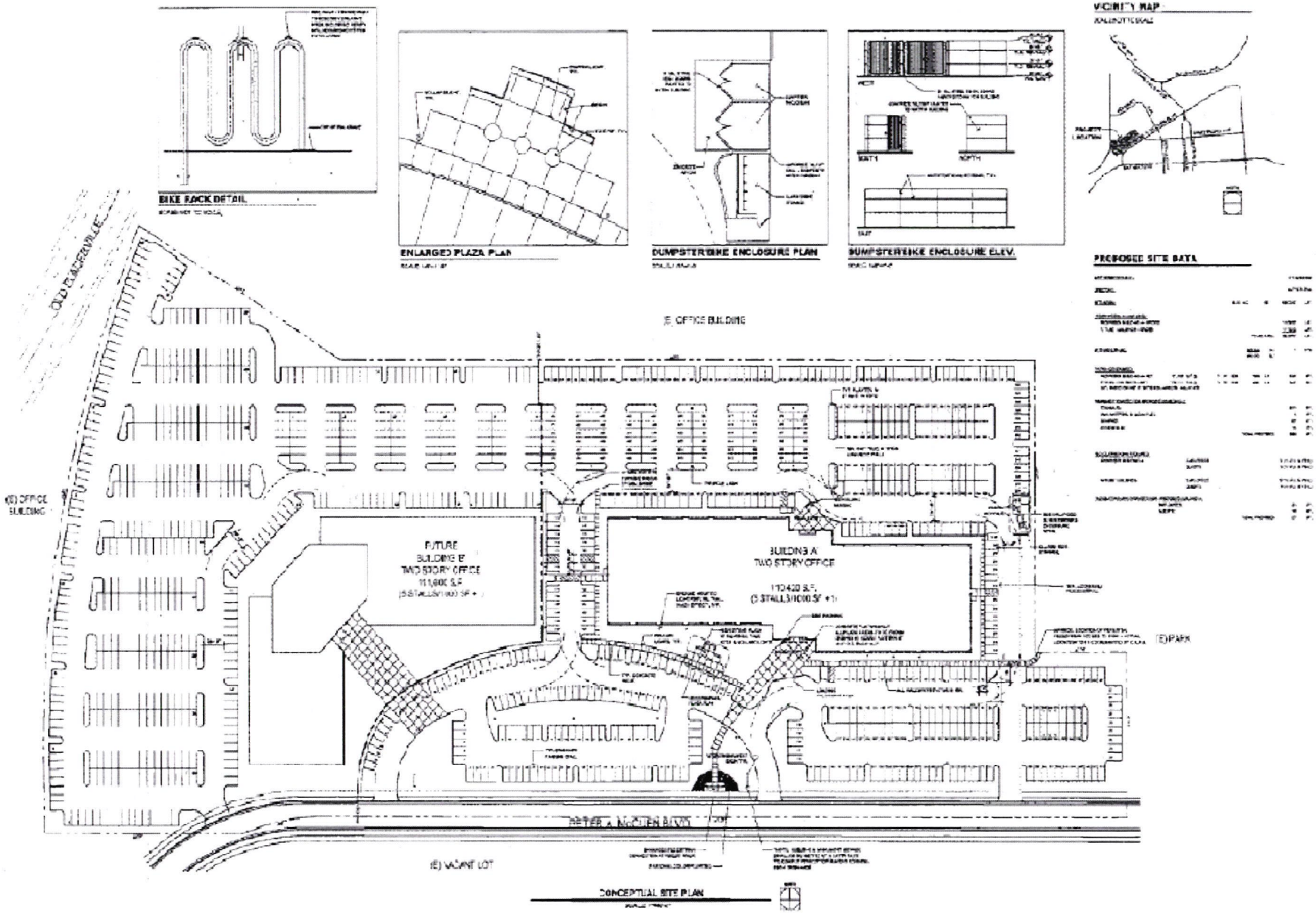
MORTON & PITALO, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING
1788 Tribute Road, Suite 200 • Sacramento, CA 95815
phone: 916.927.2400 • fax: 916.567.0120 • survey fax: 916.927.1185
email: engr@mpengr.com • web: www.mpengr.com

DRAWN:	RB	JOB NO:	040008
CHECKED:	RB	DATE:	OCT., 2004
SCALE:	1"=200'	SHEET:	1 of 1

EXHIBIT "B"

PORTION OF 54 RS 2, AND PORTION OF LOTS 62 & 67 OF NATOMAS AMERICAN RIVER SUBDIVISION NO. 4-15 BM 44

CITY OF RANCHO CORDOVA, CALIFORNIA



Preliminary Design Part

MATHER OFFICE CAMPUS

PHASE III BUILDING A

Jackson Properties Mather, California

P1

Transit-Related Services Special Tax Area - Zone 10

EXHIBIT B

EXHIBIT C

Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

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

B. Non-Residential

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

C. Inflator Formula

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

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **A RESOLUTION CREATING SPECIAL TAX AREA ZONE 9 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OFFICE BUILDING**

RECOMMENDATION

Adopt **Resolution No. 21-2008** and waive the first reading and introduce **Ordinance No. 8-2008** establishing a Special Tax for Transit-Related Services for the Environmental Management Office Building.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Environmental Management Office Building.

BACKGROUND

The City has determined that the cost of providing City transit-related services will exceed existing municipal revenues. The City Council adopted Resolution No. 141-2005 at the November 7, 2005 City Council meeting providing for a special tax for transit-related 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 or project as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision or project and an ordinance creating the special tax.

For the Environmental Management Office Building project, an application for design review for construction of a new two-story office building, with a total gross floor area of 36,770 square feet, has been submitted for City approval and the applicant/developers have agreed to the special tax. Mather Development Partners III is the current property owner of the approximately 3.793 acre site.

The City Council, on December 3, 2007, adopted Resolution No. 143-2007 approving the Design Review, subject to the findings within the staff report and Conditions of Approval. The provision of funding to provide transit-related services by voting to approve a special tax was made a condition of approval for the design review. This item

will establish Tax Area Zone No. 9, the boundaries of which will be contiguous to the boundaries of the Environmental Management Office Building project. In addition to creating the special tax, the Ordinance will also set the date for the transit-related services tax election, which will be held on June 2, 2008, at which time the ballot(s) will be tabulated by the City, and the results declared at the City Council meeting.

MOTION

"I move that the City Council adopt Resolution 21-2008 creating Special Tax Area Zone 9, and waive the first reading and introduce Ordinance No. 8-2008 establishing a special tax for transit-related services subject to voter approval within the Department of Environmental Management Office Building Project."

ATTACHMENTS

1. Resolution No. 21-2008 Creating Special Tax Area Zone 9 with Exhibit A – Description of Property and Exhibit B – Boundary Map

2. Ordinance No. 8-2008 Establishing a Special Tax for Transit-Related Services Subject to Voter Approval within the Department of Environmental Management Office Building Project with Exhibit A – Description of Property, Exhibit B – Boundary Map and Exhibit C – Property Land Use Category

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 21-2008

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 9 WITHIN THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA FOR THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OFFICE BUILDING

WHEREAS, it is the intention of the City Council to create Zone 9 within the City of Rancho Cordova Transit-Related Services Special 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 transit-related services within Zone 9; and

WHEREAS, the City recognizes the need for increased transit-related 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 an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, On December 3, 2007, the City Council adopted Resolution No. 143-2007 approving Design Review for the Department of Environmental Management Office Building Buildings, Project No. RC-07-310) (the "Project"). The project is for the construction of a new two-story office building. The provision of funding to provide transit-related services was made a condition of approval for the project. Condition No. 12 of Resolution No. 143-2007 requires the property owner/applicant to participate in the provision of funding to provide transit-related services by voting to approve a special tax. This will be accomplished by the voters voting to approve a special tax for the new office buildings to be constructed by the approval.

WHEREAS, the transit-related services tax as inflated to Fiscal Year 2007/2008 is $84.20 per low density residential dwelling unit or low density residential dwelling unit equivalent, $67.34 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, $50.51 per high density residential dwelling unit or high density residential dwelling unit equivalent, $2,158.33 per retail and service commercial acre, $1,855.25 per commercial mixed use or office acre, and $774.64 per light industrial acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, 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, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 9. At the time that the Council adopted this Resolution, there were zero (0) registered voters residing within Zone 9 and one (1) property owner. Because the Transit-

Related Services Special Tax will be imposed on property in Zone 9 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 9 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova as described in **Exhibit A** and shown on the Map, **Exhibit B** hereto, is established as Zone 9 of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No. 8-2008, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone 9 by a mail ballot election, to be held on June 2, 2008. The ballot proposition shall read as follows:

> "Shall Ordinance No. 8-2008 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 Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"

Section 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, or on a date mutually agreed upon by City and the voters, as specified above.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A

LOT 'A'

A portion of the lands contained within the boundary of that certain Record of Survey entitled "A Portion of Tract Wm. E. Bryan 2129.33 Ac. of Rancho de Los Americanos", filed for record in Book 1 of Maps, Page 2, Official Records of Sacramento County, situate in the County of Sacramento, State of California, described as follows:

BEGINNING at a 3/4" iron pipe tagged Sacramento County Public Works situate at the intersection of the centerlines of Bullard Street and Armstrong Avenue, as said monument is shown on that certain Record of Survey filed for record in Book 57 of Surveys, at Page 20 of said Official Records; thence from said **POINT OF BEGINNING** along the centerline of Armstrong Avenue, North 85°31'05" East 335.83 feet to an intersection with the centerline of Bleckely Street; thence leaving said centerline of Armstrong Avenue and proceeding along said centerline of Bleckely Street, South 04°30'43" East a distance of 358.42 feet to an intersection with the centerline of Grissom Avenue; thence continuing along the centerline of Bleckely Street, South 04°30'43" East 134.33 feet; thence South 85°29'17" West 59.43 feet; thence South 88°26'18" West 29.04 feet; thence South 85°21'33" West 247.49 feet to a point on the centerline of Bullard Street; thence along said centerline, North 04°30'18" West 133.70 feet to the intersection of Bullard Street and Grissom Avenue; thence continuing along said centerline of Bullard Street, North 04°30'18" West 358.28 feet to the **POINT OF BEGINNING.**

Containing 3.793 acres gross, more or less.

###

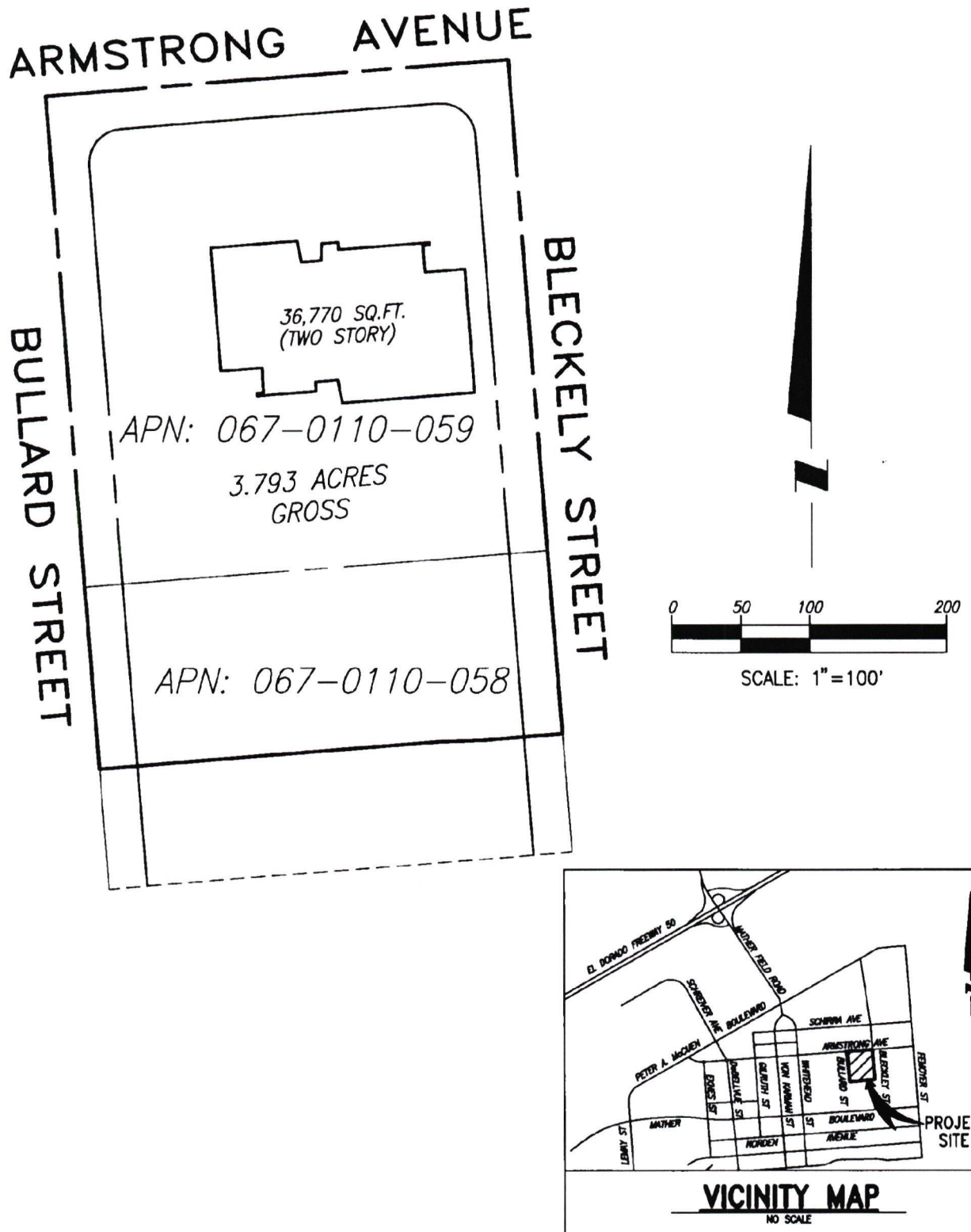
Murray Smith & Associates
Engineering Inc.

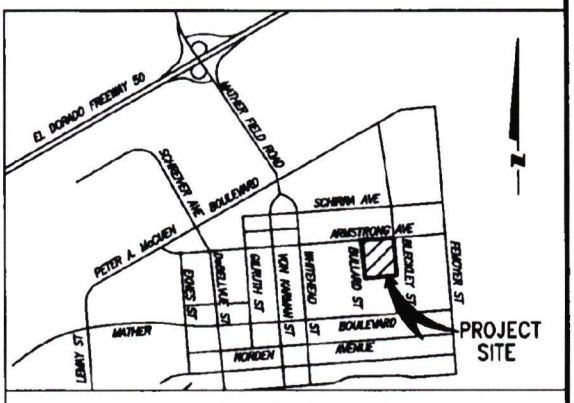
August 28, 2007
07-021

Parcel is APN 067-0010-059 and a portion of APN 067-0010-058.

EXHIBIT B

TRANIST-RELATED SERVICES SPECIAL TAX AREA - ZONE 9





VICINITY MAP
NO SCALE

CALC: CR DRN: DW CKD: CR APRVD: CR	EXHIBIT FOR **EMD BUILDING** COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 2.28.08 SCALE: 1"=100' FB: N/A WO: 07-021

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8-2008

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OFFICE BUILDING SUBJECT TO VOTER CONFIRMATION

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

Section 1. Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 9 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article 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. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 9.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 9 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 9 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 9 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 9 nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 9" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

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

H. "Voter" means a person who owns real property within Zone 9, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 9.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

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

B. For Subsequent Fiscal Year:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 9 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding Fiscal Year	X	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

1. The secured roll tax bills shall be the only notices required for this tax, and

2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

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

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 9 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on June 2, 2008 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2008.

ADOPTED, THIS 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A

LOT 'A'

A portion of the lands contained within the boundary of that certain Record of Survey entitled "A Portion of Tract Wm. E. Bryan 2129.33 Ac. of Rancho de Los Americanos", filed for record in Book 1 of Maps, Page 2, Official Records of Sacramento County, situate in the County of Sacramento, State of California, described as follows:

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Containing 3.793 acres gross, more or less.

###

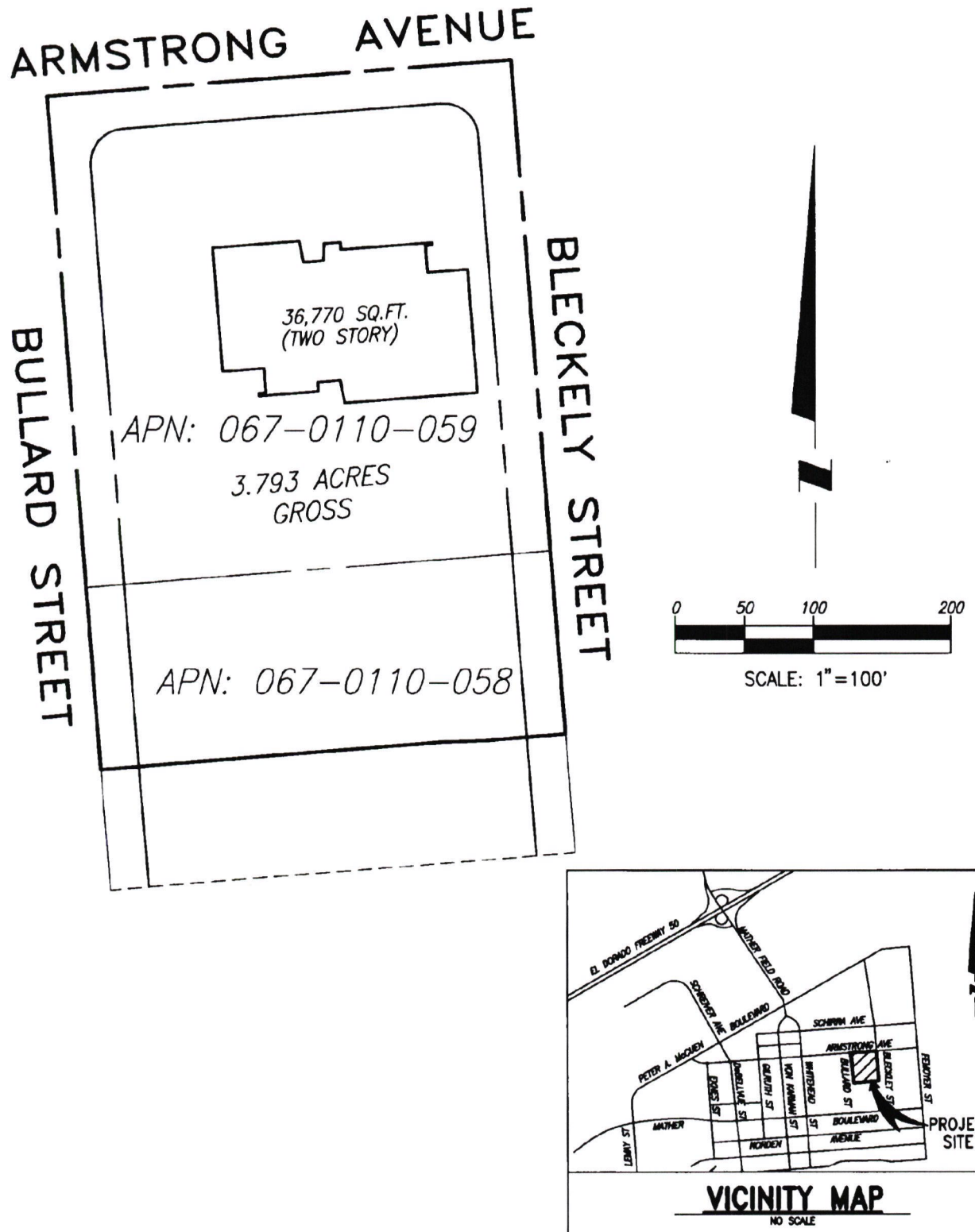
Murray Smith & Associates
Engineering Inc.

August 28, 2007
07-021

Parcel is APN 067-0010-059 and a portion of APN 067-0010-058.

EXHIBIT B

TRANIST-RELATED SERVICES SPECIAL TAX AREA - ZONE 9



CALC: CR DRN: DW CKD: CR APRVD: CR	EXHIBIT FOR **EMD BUILDING** COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 2.28.08 SCALE: 1"=100' FB: N/A WO: 07-021

EXHIBIT C

Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

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

B. Non-Residential

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

C. Inflator Formula

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

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING CONSTRUCTION CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION, INC. FOR INTERNATIONAL DRIVE AND DATA DRIVE TRAFFIC SIGNAL AND STRIPING IMPROVEMENTS**

RECOMMENDATION

Adopt Resolution No. 23-2008.

RESULT OF RECOMMENDED ACTION

Adoption of **Resolution No. 23-2008** (**Attachment 2**) will authorize the City Manager to award the International Drive and Data Drive Traffic Signal and Striping Improvements to the lowest responsive bidder, Tim Paxin's Pacific Excavation, Inc., in the amount of $357,723.00.

Tim Paxin's Pacific Excavation, Inc. will install a new traffic signal at the intersection of International Drive and Data Drive. Construction will begin Spring 2008 upon City Council approval and will be completed Fall of 2008.

BACKGROUND

Bids were solicited to Sacramento County, El Dorado County, and Placer County Builders Exchange beginning January 29, 2008. The project was also advertised in The Grapevine Independent on February 8 and 15, 2008. The bids were publicly opened on February 21, 2008 at 2729 Prospect Park Dr., Rancho Cordova 95670.

Six (6) contractors bid on the project. The Engineer's estimate was $600,000. The lowest bid was $357,723, the average bid was $427,137.48, and the highest bid was $539,909. The lowest bid is 40.4% lower than the Engineer's estimate. The **Bid Summary Sheet** is provided in **Attachment 1**.

This project is funded through Measure A construction funds.

ATTACHMENTS

1. Bid Summary Sheet
2. Resolution No 23-2008 including Exhibit A – Construction Services Agreement with Tim Paxin's Pacific Excavation, Inc.

INTERNATIONAL DR. AND DATA DR. TRAFFIC SIGNAL AND STRIPING IMPROVEMENTS

Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
February 21, 2008

Letter Designation	Contractor	Base Bid Amount	Alternative 1	Proposal Signed	Bidders Bond	Contractor's License	Non-Collusion	Designation of Subs	Experience Qualification
A	Richard A. Heaps Electrical Contractor, Inc.	$403,622.00	$25,591.00	x	x	x	x	x	x
B	Central Valley Engineering & Asphalt, Inc.	$371,621.05	$26,242.00	x	x	x	x	x	x
C	Pacific Excavation, Inc.	$329,843.00	$27,880.00	x	x	x	x	x	x
D	J.A. Gonsalves & Son Construction, Inc.	$501,625.50	$38,284.00	x	x	x	x	x	x
E	Angelo Utilities	$422,649.10	$26,055.50	x	x	x	x	x	x
F	M & M Electric	$365,725.00	23,678.00	x	x	x	x	x	x
G									
H									
I									

Attendees:
Brenda Lehr, Interim Assistant City Clerk
Sheri Wilson, Deputy City Clerk
Travis Evans, Engineering Technician
John Samuelson, Associate Civil Enginner

Brenda Lehr, Interim Assistant City Clerk

2/25/08
Date

ATTACHMENT 1

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 23-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. FOR THE CONSTRUCTION OF THE INTERNATIONAL DRIVE AND DATA DRIVE TRAFFIC SIGNAL AND STRIPING IMPROVEMENTS

WHEREAS, bids were solicited to the Sacramento County, El Dorado County, and Placer County Builders Exchange beginning January 29, 2008. The project was also advertised in The Grapevine Independent on February 8 and 15, 2008;

WHEREAS, the bids were publicly opened on February 21, 2008 at 2729 Prospect Park Dr., Rancho Cordova 95670;

WHEREAS, the City recommends award of the City's International Drive and Data Drive Traffic Signal and Striping Improvements to the lowest responsive bidder, Tim Paxin's Pacific Excavation, Inc., in the amount of $357,723.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager to execute a contract with Tim Paxin's Pacific Excavation, Inc., attached as **Exhibit A**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND TIM PAXIN'S PACIFIC EXCAVATION, INC.

THIS AGREEMENT made and entered between the City of Rancho Cordova ("City") and Tim Paxin's Pacific Excavation, Inc. ("Contractor") as of March 17, 2008.

W I T N E S S E T H:

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

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

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

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

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

Section 1. **CONTRACT DOCUMENTS.** The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 37-2008, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

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

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($357,723). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

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

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

Section 10. **MISCELLANEOUS PROVISIONS**.

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

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

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

CITY OF RANCHO CORDOVA:

_____
Ted A. Gaebler, City Manager

_____
Date

Attest:

_____
Stacy Leitner, Interim City Clerk

_____
Date

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

_____
Date

CONTRACTOR:

_____
Prescilla Gastelum, Corporate Secretary

_____
Date

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH SUNRIDGE ANATOLIA LLC FOR APPLICATION OF CONTINGENCY FUNDS FOR INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH ANATOLIA I AND ANATOLIA III MAJOR ROADS IMPROVEMENTS**

RECOMMENDATION

Adopt Resolution No. 22-2008.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract with Sunridge Anatolia LLC for reimbursement of costs incurred through specific change orders for construction associated with the improvements plans for Anatolia I and Anatolia III.

BACKGROUND

Sunridge Anatolia LLC is constructing improvements along Sunrise Boulevard associated with the Anatolia I and Anatolia III Major Roads Improvement Plans. Unforeseen events during construction, has resulted in the generation of specific change orders to the developer. The work authorized by City staff, including street light wiring replacement/theft deterring modifications and additional infrastructure modifications related to joint trench/gas line issues, is over and above what is included in the improvement plans associated with existing credit/reimbursement agreements (Exhibit A of Contract No. 28-2008). The purpose of entering into a new contract, as authorized to be executed by **Resolution No. 22-2008**, **Attachment 1**, is to reimburse the developer for those costs associated with additional work.

FISCAL IMPACT

The total amount of the contract for reimbursement is an amount not to exceed $143,776 and will be funded by contingency funds in the Sunrise Douglas Community Plan Development Impact Fee Program, Roadway Fund.

ATTACHMENT

Resolution No. 22-2008 including Exhibit A – Contract No. 28-2008

CITY OF RANCHO CORDOVA

RESOLUTION NO. 22-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH SUNRIDGE ANATOLIA LLC FOR APPLICATION OF CONTINGENCY FUNDS FOR INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH ANATOLIA I AND ANATOLIA III MAJOR ROADS IMPROVEMENT PLANS

WHEREAS, Developer is developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Project; and

WHEREAS, the City of Rancho Cordova staff have requested and authorized additional work be performed related to the construction activities associated with the Anatolia I and Anatolia III Major Roads Improvement Plans; and

WHEREAS, the City wishes to enter into a reimbursement agreement for the payment of such additional work with contingency funds in the Sunrise Douglas Community Plan Development Impact Fee Program Roadway Fund; and

WHEREAS, such contract for payment will exceed the maximum amount that the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract with Sunridge Anatolia LLC, Developer, attached as **Exhibit A**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

CITY OF RANCHO CORDOVA
SUNRISE DOUGLAS COMMUNITY PLAN
DEVELOPMENT IMPACT FEE PROGRAM
REIMBURSEMENT AGREEMENT

WITH SUNRIDGE ANATOLIA LLC FOR APPLICATION OF CONTINGENCY FUNDS FOR INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH ANATOLIA I AND ANATOLIA III - MAJOR ROADS IMPROVEMENT PLANS

This Reimbursement Agreement (the "Agreement") is entered into by and between the City of Rancho Cordova (hereinafter "City") and **Sunridge Anatolia LLC**, A California Limited Liability Company, and/or its successors in interest, (hereinafter "Developer") as of the ____ day of _____ 2008.

RECITALS

WHEREAS, Developer is developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Project; and

WHEREAS, Developer is required, as a condition of development of the Project through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed the facilities and improvements shown on **Figure 1** and described in **Exhibit A** hereto, which are included within or associated with the improvement plans titled **Anatolia I – Major Roads**, dated January 2005, and **Anatolia III – Major Roads**, dated May 30, 2006, (the "Facilities"); and

WHEREAS, on June 21, 2004, the City Council of Rancho Cordova adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (the "SDCP Fees"), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan ("SDCP") area; and

WHEREAS, City has agreed to allow Developer to execute a contract to design and construct the Facilities; and

WHEREAS, City and Developer desire to enter into an agreement to provide additional contingency funds from the Fee Program to Developer for certain unforseen additional costs associated with design and construction of the Facilities and to provide for allowable reimbursements by the City to Developer for the Facilities; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

Section 1. Construction of Facilities

Developer shall complete construction of the Facilities in accordance with the plans and specifications approved by City staff, the change orders for additional costs associated with the Facilities, and in accordance with City improvement standards and this Agreement. Developer understands and acknowledges that the terms and conditions contained in any contract that Developer has or may execute with any contractors or material suppliers regarding the construction of the Facilities have no force or effect upon this Agreement.

Section 2. Allowable Reimbursement

The City shall reimburse the Developer for all 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 (hereinafter the "Costs") associated with construction of the Facilities, up to an amount not to exceed **$143,776** (hereinafter the "Approved Contingency Costs").

In order to secure final commitment for reimbursement, Developer shall provide the following items to the City in order for the City to determine the actual construction costs for the Facilities that qualify for reimbursement:

(1) Copies of the original contract with the contractor and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices submitted by the contractor;

(3) Copies of all cancelled checks issued by the Developer with related invoices indicated; and

(4) A summary tabulation of all contractor invoices and Developer payments.

Section 3. Reimbursements

Pursuant to the terms of this agreement, reimbursement for the facilities in the amount authorized under Section 2 shall be paid upon the completion of and proof of payment for the facilities covered by this agreement, which payment shall occur no sooner than July 1, 2008. Notwithstanding the foregoing, 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 Sunrise Douglas Community Plan Roadway Fee.

Section 4. Inspection

City shall, at all times, upon reasonable advance notice, have access to the construction site during construction of the Facilities and Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Facilities with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Developer vary the normal period during which work or any portion of it is carried out on each day, Developer shall give timely notice to the City so that the City's representative may, if he or she wishes, be present to observe the work in progress. If Developer fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Developer shall give timely notice to the City in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

Observation of the work by the City shall not relieve Developer of any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

Section 5. Prevailing Wages

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Developer's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the City Clerk.

Developer shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Section 6. Insurance

Developer shall require its contractor to carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the improvement plan specifications for the Facilities. The contractor shall name the City as an additional insured.

Section 7. Acceptance and Conveyance of Facilities

Once Developer has completed construction of the Facilities and the Facilities are accepted and deemed satisfactory by the City, the Facilities automatically become the property of the City. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in said Facilities to the City.

Section 8. Liens, Claims, and Encumbrances

Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on the Facilities prior to payment of reimbursements or granting of final fee credits by the City, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding Developer checks issued for all items for which credit/reimbursement is required under this Agreement. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to apply credits/reimbursements after final acceptances for the Facilities until Developer has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee documentation, guarantee, and assurance in writing, to the satisfaction of the City.

Section 9. Delivery of As-Built Plans and Specifications

Prior to acceptance of the Facilities by City, Developer shall deliver to City copies of all as-built plans, specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Facilities described in this Agreement.

Section 10. Indemnification

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the **"Indemnitees"**), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, **"Liabilities"**), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole negligence, active negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence.

Section 11. Third Party Liability

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 12. Warranty

Developer hereby warrants the Facilities as to materials, design and workmanship and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after final acceptance by City, Developer shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the Facilities have been accepted by the City and may be placed into service. City shall provide written notification to Developer of final acceptance by the City.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after it is given written notice of such failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the City without prior notice to Developer. In all cases of failure within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct or indirect, incurred by the City.

Section 13. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 14. Attorney's Fees

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 15. Authority to Enter Into Agreement

Developer and City certify that they are legally empowered to enter into this Agreement.

Section 16. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal

service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

If to City:
City of Rancho Cordova
Attn: City Engineer
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Telephone: (916) 851-8710
Facsimile: (916) 851-8787

If to Developer:
Sunridge-Anatolia LLC
c/o AKT Development Corporation
Attn: Mark Enes
7700 College Town Drive, Suite 101
Sacramento, CA 95826
Telephone: (916) 383-2500
Facsimile: (916) 383-0552

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 17. Notice of Contractors

Developer shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the Facilities, prior to commencement of construction by said party.

Section 18. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 19. Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 20. Conflicts

This agreement is intended to implement and be consistent with the requirements of Ordinance No. 24-2004. The Ordinance provides that 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 in the Ordinance. Therefore, in the event of any conflicts between Ordinance 24-2004 and this Agreement, the requirments of the Ordinance shall prevail and control.

Section 21. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 22. Entire Agreement

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

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

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Ted A. Gaebler
City Manager

Dated:_____

ATTEST:

_____
Stacy Leitner, Interim City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Adam U. Lindgren, City Attorney

Dated:_____

Sunridge-Anatolia, LLC, A California Limited Liability Company

By: AKT Sunridge-Investors,
A California Limited Liability Company,
Manager

By: AKT Developemnt Corporation,
A California Corporation, Manager

By: _____
Mark Enes
Executive Vice President

Dated: _____

EXHIBIT A

APPROVED CONTINGENCY FUNDING ASSOCIATED WITH ANATOLIA I AND ANATOLIA III MAJOR ROADS IMPROVEMENT PLANS

ITEM	DESCRIPTION	APPROVED REIMBURSEMENT
1	**Street light wiring issue (Anatolia I)**	
		$ 76,174
	SUBTOTAL	**$ 76,174**
2	**Survey monuments (Anatolia III)**	
2.1	3 additional by DGC	$ 900
2.2	8 locations by W-R	$ 5,000
	SUBTOTAL	**$ 5,900**
3	**Kiefer Blvd joint trench/gas line issues (Anatolia III)**	
3.3	Additional conduit: SMUD point of connection for signal 1100' from where shown on plans	$ 13,895
3.4	Added streetlight NE corner Kiefer, separate from signal pole on plans	$ 7,775
3.5	Additional 50 lf of retaining wall	$ 2,500
3.6	Furnish & Install signs on Sunrise and Kiefer intersection	$ 800
3.7	Excavation, fill, and recompact trench for PG&E work (Item #3.9 below)	$ 12,300
3.9	PG&E relocation of 8" gas line	$ 7,004
3.10	Engineering (soft costs @ 21%)	$ 9,298
	SUBTOTAL	**$ 53,572**
4	**Street name signs: Rancho Cordova Pkwy (Anatolia III)**	
	(per CO 84, 1/15/08)	$ 4,630
	SUBTOTAL	**$ 4,630**
5	**Street light wiring theft deterring modifications (Anatolia III)**	
	(per Lennar email 2/12/08)	$ 3,500
	SUBTOTAL	**$ 3,500**
	TOTAL RECOMMENDED REIMBURSEMENT (NEW AGREEMENT)	**$ 143,776**

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVAL OF REVISED MAP OF REVISED MAPS OF CAPITAL VILLAGE PHASE I (365 B.M. 7) LOTS 55-60, 130-131, 205-222 AND CAPITAL VILLAGE PHASE II (365 B.M. 9) LOTS 354-359, 384-395, 400-405 AND 417-458 – SUBDIVISION NO. RC-04-123.1B**

RECOMMENDATION

Submitted herewith for approval "Revised Map Of Revised Maps of Capital Village Phase I (365 B.M. 7) Lots 55-60, 130-131, 205-222 And Capital Village Phase II (365 B.M. 9) Lots 354-359, 384-395, 400-405 And 417-458", consisting of 102 proposed lots, located between International Drive and Disc Drive east of Bridgeway Drive.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city council approving the recording of the "Revised Map of Revised Maps of Capital Village Phase I (365 B.M. 7) Lots 55-60, 130-131, 205-222 And Capital Village Phase II (365 B.M. 9) Lots 354-359, 384-395, 400-405 and 417-458".

BACKGROUND

Capital Village Phase I and Phase II final maps were approved by the City Council on June 19, 2006. The city entered into an agreement with Beazer Homes to construct the public improvements pursuant to Resolution No. 95-2006 that remains in full force.

Beazer Homes requested the revised map to adjust lot lines to fit their building product. Thence; a revised final map was approved for Capital Village Phase I and II by City Council on March 19, 2007. Since that approval an amended design review for the townhomes in Capital Village Phase I and II was submitted and approved by City Council on October 1, 2007 by Resolution 112-2007. The designated lots in the Revised Map of Capital Village Phase I and II require further revision to accommodate the new building product. A vicinity map **(Attachment 1)** and copy of the final map **(Attachment 2)** are included with this letter.

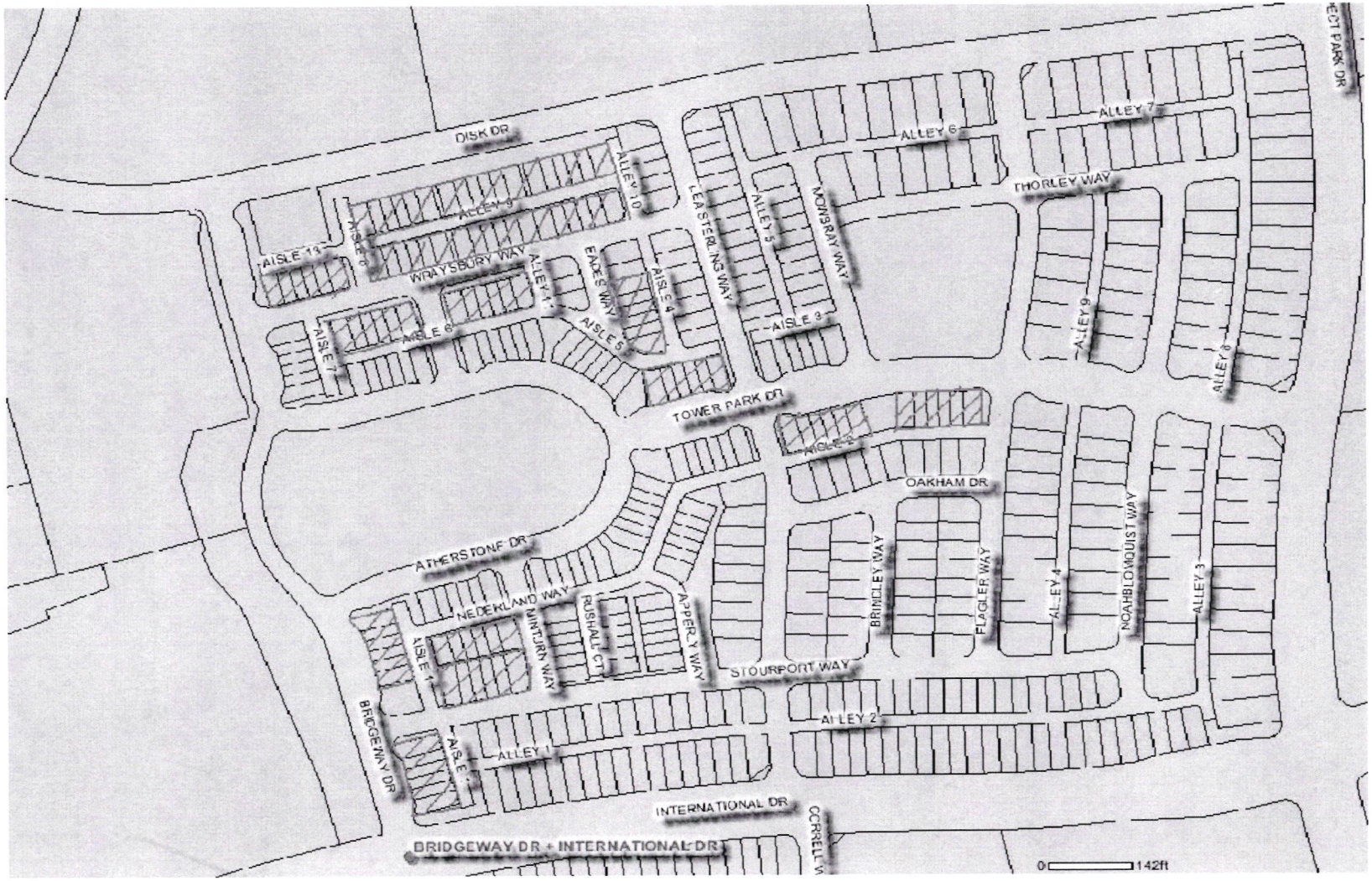
ATTACHMENTS

1. Vicinity Map
2. 8 ½ X 11 Copy of Final Map

AGENDA ITEM 8.7

REVISED MAP OF REVISED MAPS OF CAPITAL VILLAGE PHASE I (365 B.M. 7) LOTS 55-60, 130-131, 205-222 AND CAPITAL VILLAGE PHASE II (365 B.M. 9) LOTS 354-359, 384-395, 400-405 AND 417-458 – SUBDIVISION NO. RC-04-123.1B

VICINITY MAP



ATTACHMENT 1

REVISED MAP OF
REVISED MAPS OF CAPITAL VILLAGE
PHASE I (365 B.M. 7)
LOTS 55–60, 130–141, 205–222
AND PHASE II (365 B.M. 9)
LOTS 354–359, 384–395, 400–405, AND 417–458
SUBDIVISION NO. RC–04–123.1B
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA
MARCH 2008
R.E.Y. ENGINEERS, Inc.

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDING OF THIS FINAL MAP.

BEAZER HOMES HOLDING CORP., A DELAWARE CORPORATION

BY: _____
JAMES STICH

NOTARY ACKNOWLEDGMENT:

STATE OF }
COUNTY OF } :SS

ON _____, BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEIR EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY, UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAZER HOMES HOLDING CORP., A DELAWARE CORPORATION IN FEBRUARY 2008. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY AUGUST, 2009, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
BRIAN THIONNET LS 6866

DATE: _____

PROFESSIONAL LAND SURVEYOR
BRIAN THIONNET
Exp. 9-30-08
No. 6866
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF REVISED MAP OF REVISED MAPS OF CAPITAL VILLAGE PHASE I AND II AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CYRUS E. ABHAR L.S. 7723/R.C.E. 45424
CITY ENGINEER
EXPIRATION DATE: _____

DATE: _____

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP.

_____
CITY CLERK
CITY OF RANCHO CORDOVA

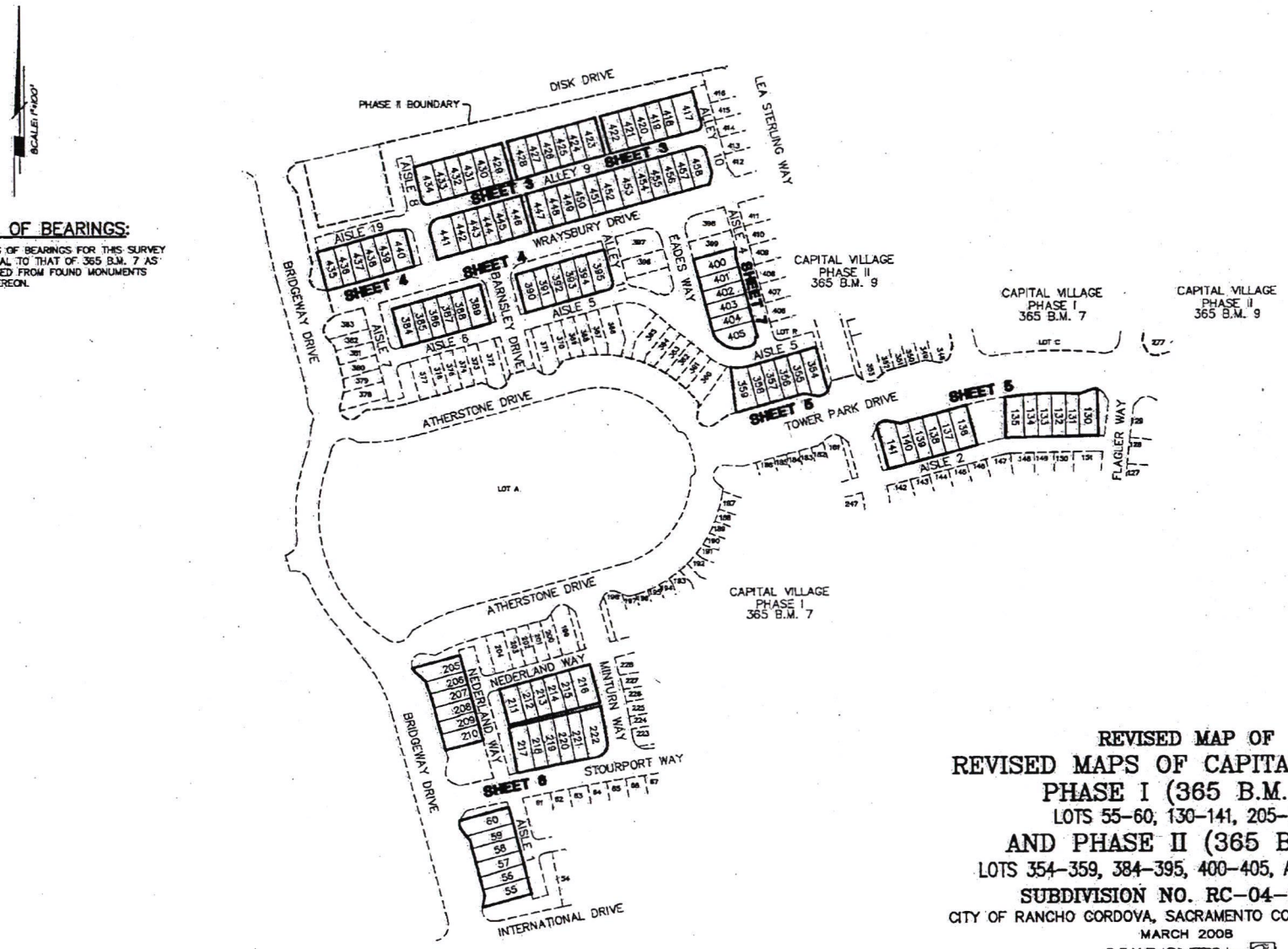
DATE: _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2008 AT ___:___:___, IN BOOK ____, OF MAPS, AT PAGE _____ AT THE REQUEST OF R.E.Y. ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

_____
SACRAMENTO COUNTY RECORDER

BY: _____
DEPUTY



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT OF 365 B.M. 7 AS ESTABLISHED FROM FOUND MONUMENTS SHOWN HEREON.

REVISED MAP OF

REVISED MAPS OF CAPITAL VILLAGE PHASE I (365 B.M. 7)

LOTS 55-60, 130-141, 205-222

AND PHASE II (365 B.M. 9)

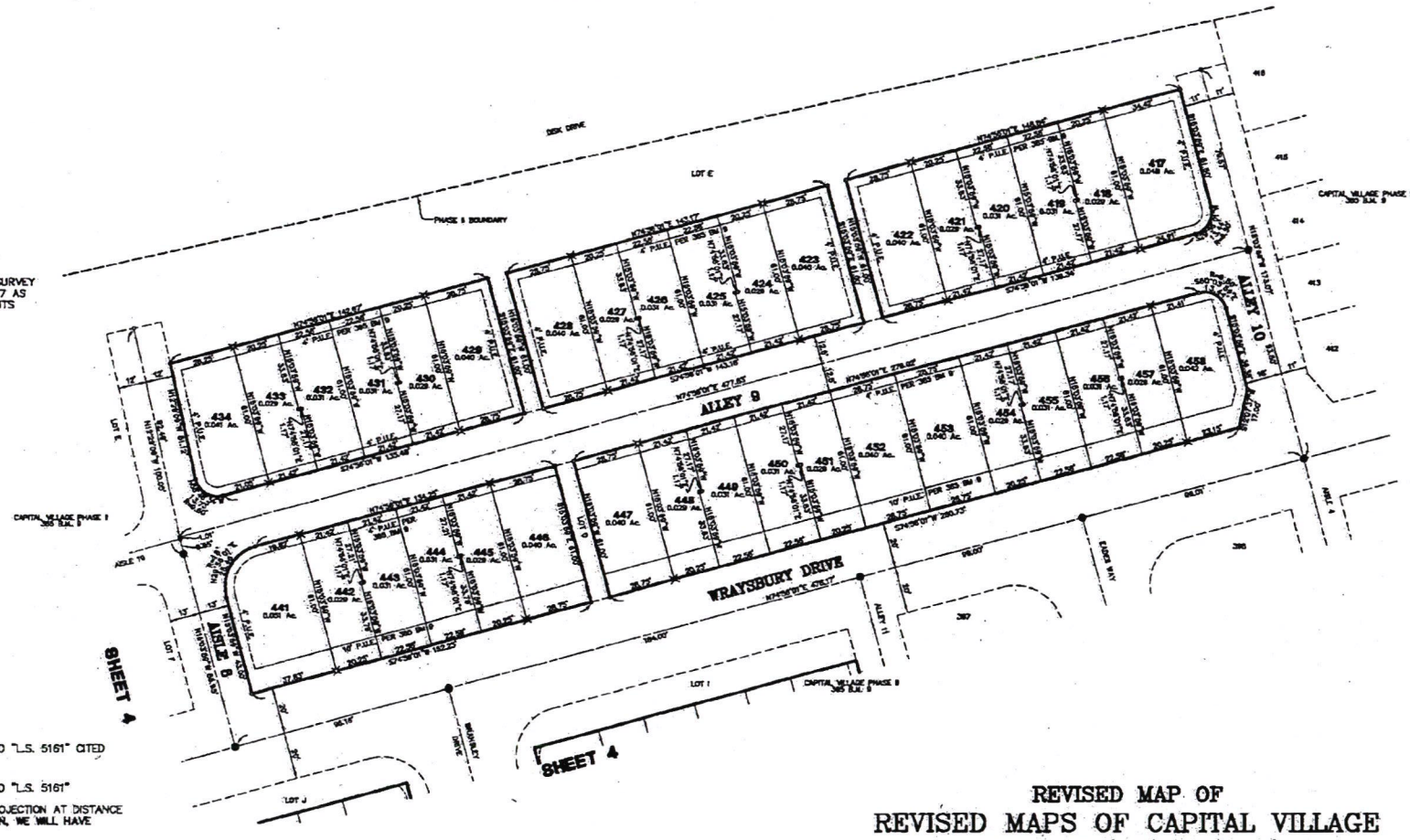
LOTS 354-359, 384-395, 400-405, AND 417-458

SUBDIVISION NO. RC-04-123.1B

CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

MARCH 2008

R.E.Y. ENGINEERS, Inc



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REFERENCES:

(1) 365 B.M. 7
(2) 365 B.M. 9

LEGEND:

- • DIMENSION POINT
- ● FOUND 3/4" IRON PIPE TAGGED "L.S. 5161" CITED AS 5/8" IRON PIPE PER (2)
- X FOUND 3/4" IRON PIPE TAGGED "L.S. 5161"
- X CHISELED "X" ON LOT LINE PROJECTION AT DISTANCE NOTED FROM CORNER (MARILYN, WE WILL HAVE THESE DIMENSIONS SOON)

P.U.E. PUBLIC UTILITY EASEMENT

NOTES:

1. THIS SUBDIVISION CONTAINS 3.58 ACRES GROSS.
2. ALL DISTANCES ON CURVED LINES ARE CHORD MEASUREMENTS.
3. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES INC. IN JUNE OF 2005. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
4. THIS PROPERTY IS EFFECTED BY AN EASEMENT FOR AVIGATION AND NOISE TO THE COUNTY OF SACRAMENTO RECORDED IN BOOK 20050610 OFFICIAL RECORDS PAGE 2616.
5. THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED PURSUANT TO SECTION 66499.20-1/2 OF THE GOVERNMENT CODE.
6. THERE IS A 5' POSTAL EASEMENT CONTIGUOUS TO THE PUBLIC WAYS AND DRIVES PER 365 B.M. 7 AND 365 B.M. 9.

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REVISED MAPS OF CAPITAL VILLAGE PHASE I (365 B.M. 7)

LOTS 55-60, 130-141, 205-222

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LOTS 354-359, 384-395, 400-405, AND 417-458

SUBDIVISION NO. RC-04-123.1B

CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

MARCH 2008

R.E.Y. ENGINEERS, Inc.

SCALE: 1"=100'

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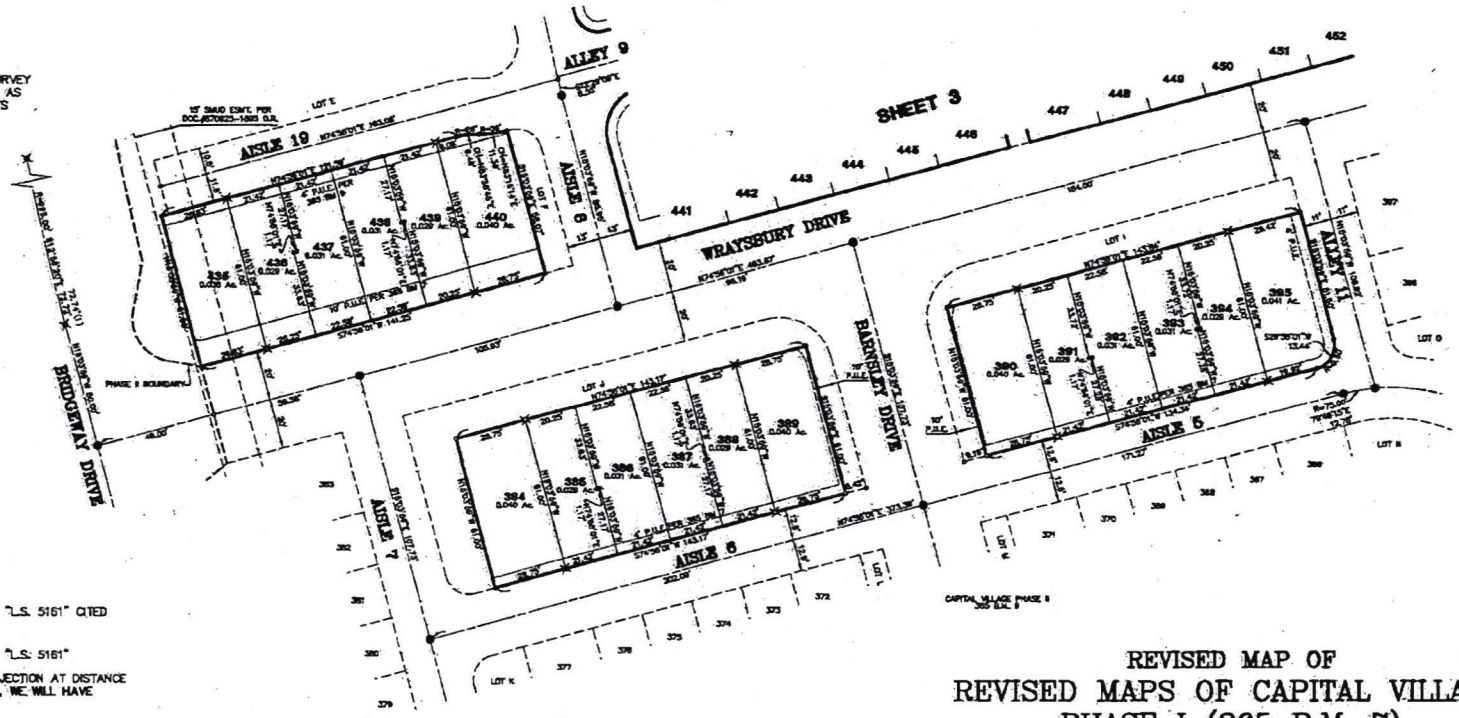

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SUBDIVISION NO. RC-04-123.1B

CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

MARCH 2008

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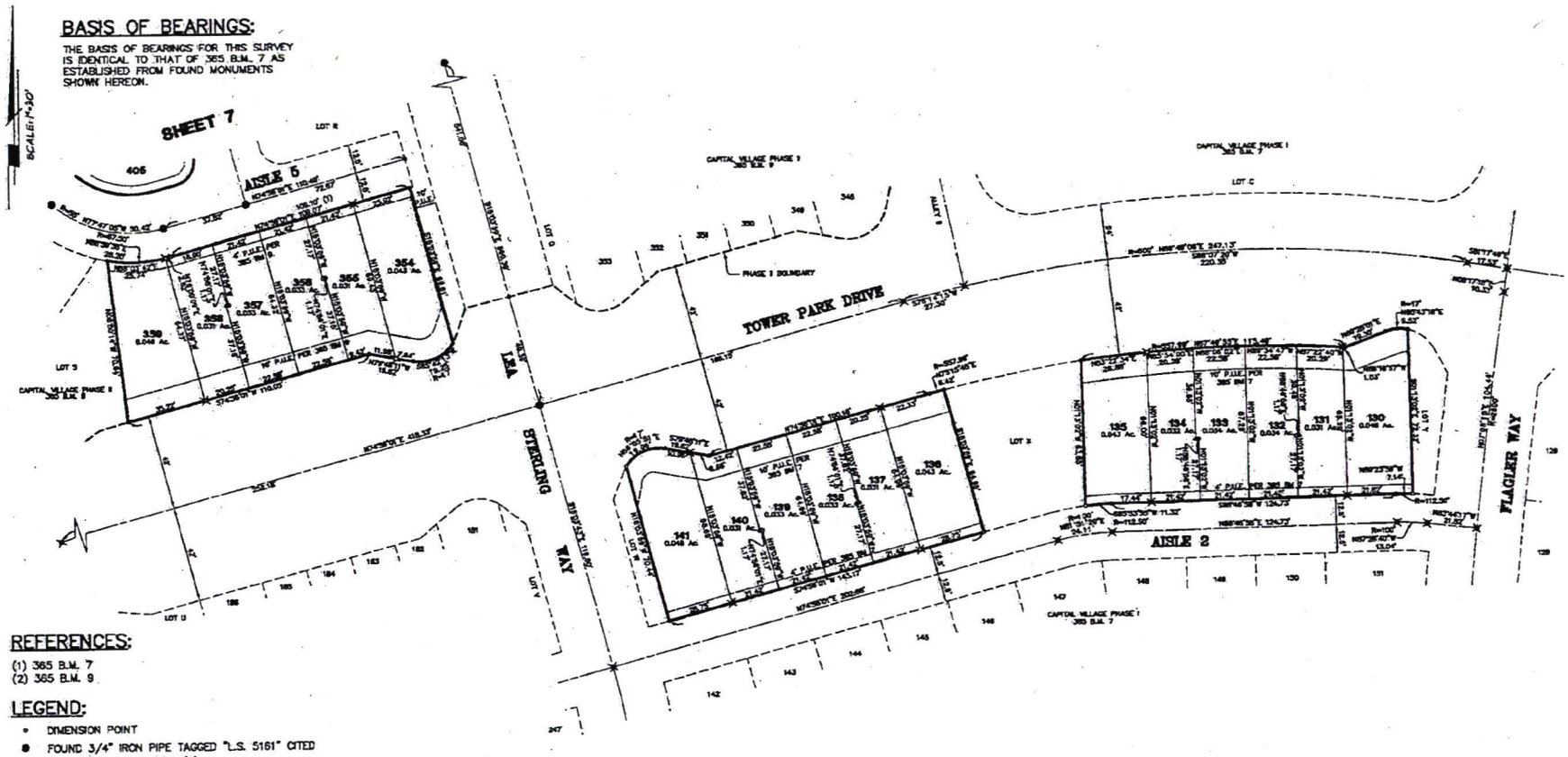

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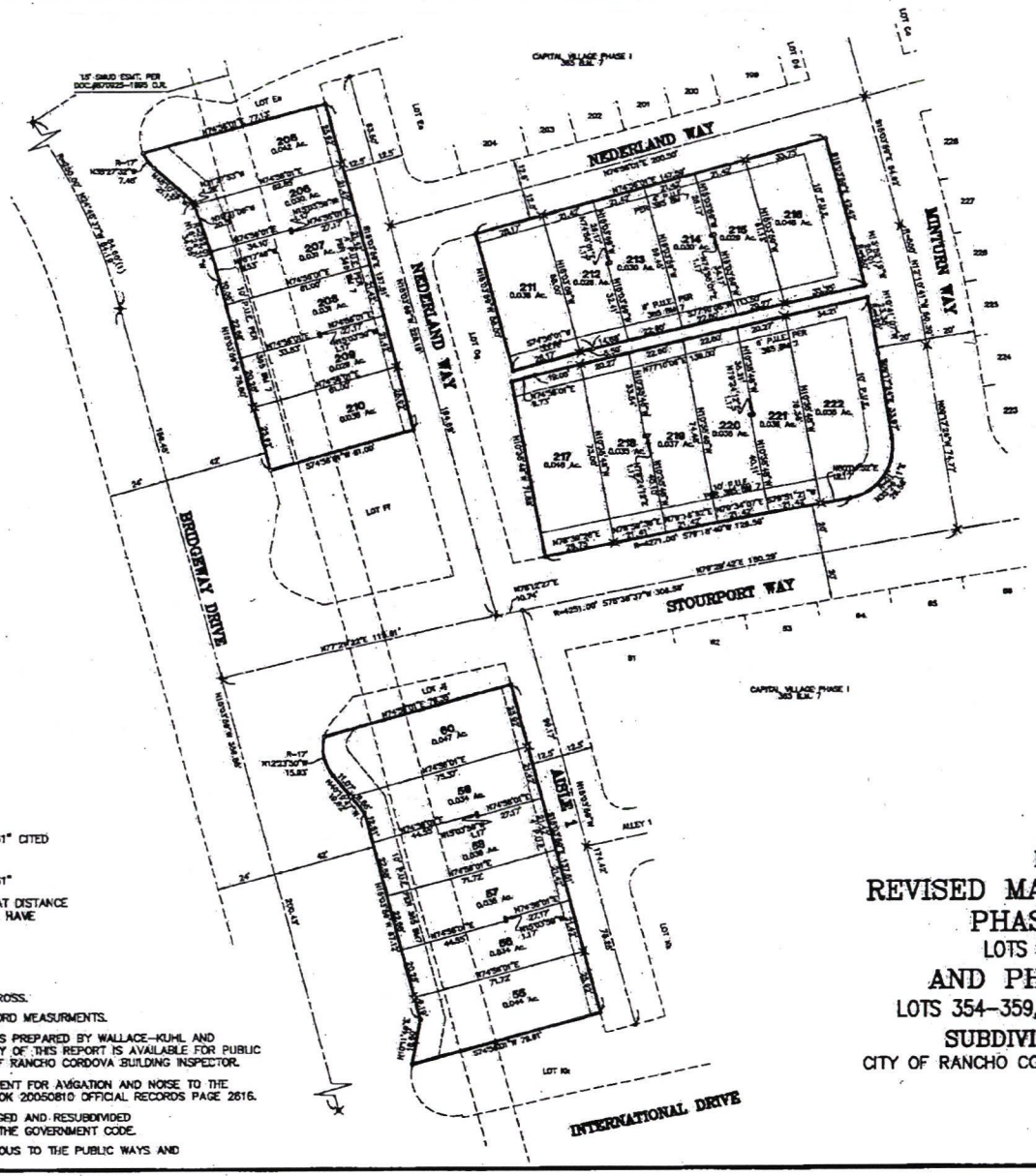

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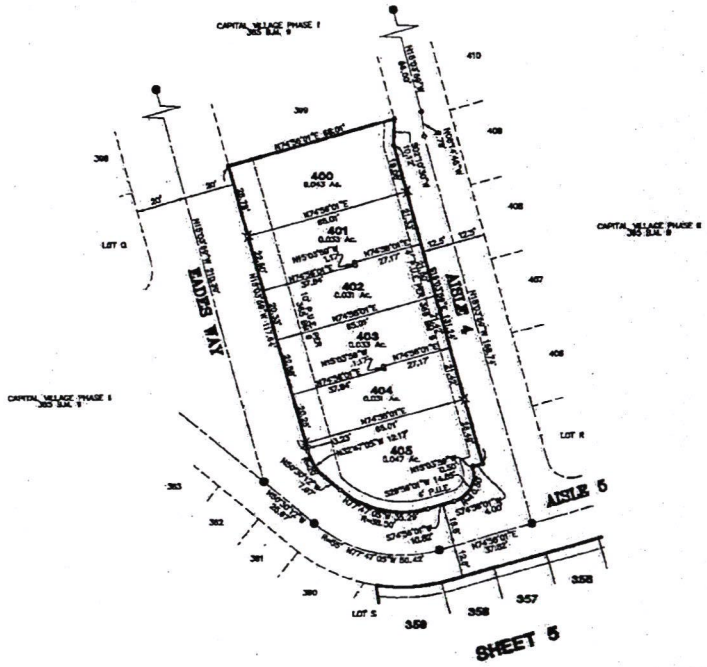

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REVISED MAPS OF CAPITAL VILLAGE PHASE I (365 B.M. 7)

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SUBDIVISION NO. RC-04-123.1B

CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

MARCH 2008

R.E.Y. ENGINEERS, Inc.

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor & Council Members

FROM: Stacy Leitner, Interim City Clerk

SUBJECT: **CALLING THE NOVEMBER 4, 2008 GENERAL MUNICIPAL ELECTION FOR THREE COUNCIL SEATS**

RECOMMENDATION

Adopt Resolution No. 31-2008 calling the November 4, 2008 General Municipal Election and requesting the Sacramento County Board of Supervisors to consolidate the General Municipal Election with the statewide election.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution allows for the consolidation of our general municipal election with the statewide election to be held on November 4, 2008 and to obtain election services from the Sacramento County Voter Registration and Elections Department. At the general municipal election, three members of the City Council will be elected for full, four-year terms. The Council Member seats currently filled by Ken Cooley, Robert McGarvey, and David Sander expire in November 2008.

BACKGROUND

The City's General Municipal Election will be held on November 4, 2008. In accordance with Elections Code §10403, the City will file the attached Resolution with the County of Sacramento requesting consolidation of the election and setting forth the offices to be voted upon at the election. The City will also request election services from the County Voter Registration and Elections Department.

The filing period for nomination documents and candidate's statement for the November 5th General Municipal Election will be July 14 through August 8. If nomination documents for an incumbent are not filed by 5 p.m. on August 8th, any qualified person other than the incumbent shall have until 5 p.m. on August 13th to file nomination documents for the Council office.

ATTACHMENTS

1. Resolution No. 31-2008
2. Notice of General Municipal Election

AGENDA ITEM 8.8

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 31-2008

A RESOLUTION OF THE CITY COUNCIL CALLING THE NOVEMBER 4, 2008 GENERAL MUNICIPAL ELECTION

WHEREAS, an election will be held within the City of Rancho Cordova on November 4, 2008, for the purpose of electing three members of the City Council for full, four-year terms; and

WHEREAS, a statewide general election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General Municipal Election with the statewide general election to be held on November 4, 2008; and

BE IT FURTHER RESOLVED, that the City of Rancho Cordova is to pay for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in his/her candidate's statement is 200 words; and the City of Rancho Cordova chooses to adopt the policy for Candidate's Statement preparation as described in the County of Sacramento's Candidates Guide under the heading of "Candidate's Statement;" and

BE IT FURTHER RESOLVED, that the City of Rancho Cordova agrees to reimburse the Registrar of Voters for actual costs accrued for each election, such costs to be calculated by the proration method set forth in the County's current Election Cost to Allocation Procedures on the basis of the amount of services provided to the City of Rancho Cordova.

PASSED AND ADOPTED this 17th day of March, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____

Linda Budge, Mayor

ATTEST:

_____

Stacy Leitner, Interim City Clerk

NOTICE OF GENERAL MUNICIPAL ELECTION

in the

CITY OF RANCHO CORDOVA

Notice is hereby given that a General Municipal Election will be held in the City of Rancho Cordova on November 4, 2008. The offices for which candidates may be nominated are:

Title of Office:	**No. of Positions**:
City Council Member, full term	Three (3)

QUALIFICATIONS: Each candidate must meet the following qualifications for office specified in the principal act or applicable code:

Be a registered voter and otherwise qualified to vote for the office of City Council Member at the time that nomination papers are issued.

CODE REFERENCE: Section 201 of Chapter 3 of the California Elections Code.

Official nominating petitions for candidates desiring to file for any of the elective offices may be obtained from and filed with the Rancho Cordova City Clerk's Office at 2729 Prospect Park Drive during the hours of 8 a.m. to 5 p.m., Mondays through Fridays.

Nomination documents will be available on and after July 14, 2008 and must be filed no later than 5:00 p.m. on August 8, 2008. However, if nomination documents for an incumbent are not filed by 5:00 p.m. on August 8, 2008, any qualified person other than the incumbent shall have until 5:00 p.m. on August 13, 2008 to file nomination documents for the office.

In the event there are insufficient or no nominees for any office, the City Clerk shall submit a certificate of these facts to the Rancho Cordova City Council, and the City Council, at a regular or special meeting, shall adopt a course of action prescribed by Elections Code §10229.

Dated this 17th day of March, 2008.

(seal)

_____

Stacy Leitner, Interim City Clerk

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Nancy Pearl, City Manager's Office

SUBJECT: **THIRD AMENDMENT TO MMC COMMUNICATIONS CONTRACT NO. 09-2007**

RECOMMENDATION

Adopt Resolution No. 28-2008

RESULT OF RECOMMENDED ACTION

Execution of this agreement will extend the contract period to June 30, 2009 and amount from $99,000 (as of second amendment November 13, 2007) to $249,000 (from its inception on January 26, 2007) in order to continue to support media relations, training, and proactive publicity for various departments' projects in the City.

BACKGROUND

The City of Rancho Cordova entered into a contractual agreement with MMC Communications on January 26, 2007. The purpose was to extend the reach of staff who had taken on additional duties of publicity and public relations while the position of Public Relations and Communications Manager was vacant. MMC proved very effective in the areas of media relations, media training of key staff, special event planning, design and other typical public relations activities. Other departments in the agency also used the services of MMC for projects that had allocated funding for community outreach. Contract amendments were approved on June 11, 2007 and again on November 13, 2007.

While a Communications Director was recently hired, there is still an unfilled, budgeted position in that department. A recruitment for the assistant position will commence at some point in the near future, but it will take at least three months before someone is on board. Furthermore, several projects, such as the City's Fifth Anniversary, unifying graphic images among departments and projects, and an overall effort to extend our reach, both in media relations and community involvement, require additional time at an expert level. Thus, in order to continue to supplement the needs of the Communications department and enhance the effective and coordinated communications of other departments, it is desirable and prudent to extend the terms of the relationship with MMC Communications.

Over the past year, the average billing for MMC has been approximately $7500 per month. Using that as a guide and taking into account other unanticipated needs of both the Communications Department and other departments, this extension requests funding of $150,000 through the next fiscal year, bringing the total contract amount since January 26, 2007 to $249,000.

ATTACHMENTS

1. Resolution No. 28-2008 including (Exhibit A) 3rd Amendment to MMC Communications Contract No. 09-2007
2. Original Contract No. 09-2007
3. 1st Amendment - Contract No. 104-2007
4. 2nd Amendment - Contract No. 181-2007

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 28-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A 3RD AMENDMENT TO AGREEMENT WITH MMC COMMUNICATIONS

WHEREAS, the City of Rancho Cordova wishes to contract with MMC Communications for consulting services for the purpose of publicity and media support for fiscal year 2007-08;

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

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

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MMC COMMUNICATIONS

This Third Amendment ("Amendment") to the Consulting Services Agreement between the City of Rancho Cordova ("City") and MMC Communications ("Consultant") is made by and between the City and Consultant as of March 17, 2008. City and Consultant are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement ("CSA") dated as of January 26, 2007, for the purpose of publicity and media support ("Consulting Services"); and

WHEREAS, the parties agree that changes to the Scope of Work and Cost Estimate provided for in the CSA (as those terms are defined in the CSA) were reflected in the First Amendment to the CSA signed June 11, 2007 and the Second Amendment to the CSA signed November 13, 2008; and

WHEREAS, the City desires to continue receiving services as previously defined;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Section 1.1 of the CSA, "Term of Services", is hereby amended to read as follows:

> "**Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2009, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2 of the CSA, "Compensation", provides for the City to pay Consultant a sum not to exceed $60,000. This amount was amended to read "Ninety-nine Thousand Dollars ($99,000)" per the Second Amendment. The Third Amendment will now read "Two hundred forty-nine Thousand Dollars ($249,000) All other terms and conditions in Section 2 shall remain in full force and effect.

3. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute this as one complete Amendment.

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

CITY OF RANCHO CORDOVA

_____

Ted A. Gaebler
City Manager
Date:_____

Attest:

_____

Stacy Leitner
Interim City Clerk

Approved as to form:

_____

Adam U. Lindgren
City Attorney
Date:_____

CONSULTANT

_____

Michele McCormick, Principal
MMC Communications
Date:_____

ATTACHMENT 2 Contract No. 89-2007

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
MMC Communications

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and MMC Communications ("Consultant") as of January 26, 2007.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2007 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $30,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule:

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed $7,000. 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.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

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

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising

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

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

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

10.9 **Contract Administration.** This Agreement shall be administered by Erin Treadwell, Public Information Officer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Michele McCormick
MMC Communications
2277 Fair Oaks Blvd., #425
Sacramento, CA 95825

Any written notice to City shall be sent to:
Erin Treadwell, Public Information Officer
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

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

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

Contract No.
09-2007

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

CITY OF RANCHO CORDOVA

Ted A. Gaebler

Ted A. Gaebler, City Manager

Date: 1-30-07

CONSULTANT

Michele McCormick

Michele McCormick, Principal

Date: 1/26/07

Attest:

Anna Olea-Moger

Anna Olea-Moger, CMC, City Clerk

Date: 1-30-07

Approved as to Form:

for

Adam Lindgren, City Attorney

Date: 1/30/07

Contract No.
09-2007

EXHIBIT A

SCOPE OF SERVICES

MMC Communications shall provide

I. Media Training for Elected Officials and City Staff.
   a. Training will include up to three sessions with Elected officials and City Staff identified as subject matter experts who may speak on behalf of the City in both a proactive and reactive situation. Focus of at least one of the sessions will be on communicating in a crisis.

II. Publicity and media support for City activities and events coordinated by the Public Information Office
   a. These services will require MMC Communication to attend meetings with City Elected Officials and staff to be educated on City programs and efforts which are deemed to be of public interest with the potential for media interest. Development of media friendly stories to include writing, placement and pitching. Staff support as deemed needed at media focused activities.

III. Development and support of an Emergency Communications Outreach plan
   a. Create a written Emergency Communications Outreach plan for the City's use and provide training in use of plan.

IV. Outreach support for City's Strong Neighborhood Initiative
   a. Provide support as deemed necessary for education and outreach efforts to City residents for the Strong Neighborhoods Initiative. Possible tasks to include coordination of town hall meetings and development of educational materials.

Contract No.
09-2007

EXHIBIT B

COMPENSATION SCHEDULE

Agency expenses on behalf of Client which will be billed at cost include, but are not limited to, postage, fax, photocopy, mileage, telephone, and database access.

MMC Communications bills for services according to standard hourly rates. Those rates are:

Principal	$ 200/hour
Professional staff	$ 150/hour
Support staff	$ 100/hour
Travel	$75/hour

Media Training sessions are $3,000 for a half day session with up to five people. That includes on camera time for each participant with a KCRA cameraman, and tapes with individual critique back to each participant.

Contract No. ~~09-2007-1~~ 104-2007

ATTACHMENT 3

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MMC COMMUNICATIONS

This First Amendment ("Amendment") to the Consulting Services Agreement between the City of Rancho Cordova ("City") and MMC Communications ("Consultant") is made by and between the City and Consultant as of June 11, 2007. City and Consultant are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement ("CSA") dated as of January 26, 2007, for the purpose of publicity and media support ("Consulting Services"); and

WHEREAS, the parties agree that changes to the Scope of Work and Cost Estimate provided for in the CSA (as those terms are defined in the CSA) are necessary in order to reflect changes in the

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Section 1.1 of the CSA, "Term of Services", is hereby amended to read as follows:

> "**Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2007, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2 of the CSA, "Compensation", provides for the City to pay Consultant a sum not to exceed $30,000. This amount shall now be read as "Sixty Thousand Dollars ($60,000)." All other terms and conditions in Section 2 shall remain in full force and effect.

3. Section 5.3 of the CSA, "Design Professionals," pertains to "design professional services." This amendment shall disregard this section, as it does not to pertain to Consultant's services as defined in "Scope of Services" attached as Exhibit A.

4. Section 10.9 and 10.10 of the CSA, "Contract Administration," states that the Agreement shall be administered by Erin Treadwell, Public Information Officer ("Contract Administrator"). This section shall now read that "this Agreement shall be administered by City Manager ("Contract Administrator")." In addition, any written notice to City shall be sent to:

City of Rancho Cordova
Attn: City Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

104-2007
Contract No. ~~09-2007-1~~

5. The document entitled "Scope of Services", attached hereto as Exhibit A, shall replace and supercede the document entitled "Scope of Services" that was attached to the CSA.

6. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

7. The signatures of the parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute this as one complete Amendment.

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

CITY OF RANCHO CORDOVA

Ted A. Gaebler

Ted A. Gaebler
City Manager
Date: 6-21-07

Attest:

Anna Olea-Moger

Anna Olea-Moger, CMC
City Clerk
Date: 6-21-07

Approved as to form:

for

Adam U. Lindgren
City Attorney
Date: 6-21-07

CONSULTANT

Michele McCormack

Michele McCormick, Principal
MMC Communications
Date: June 19, 2007

104-2007

Contract No. ~~09-2007-1~~

Exhibit A

SCOPE OF SERVICES

MMC Communications shall provide:

I. Media Training for Elected Officials and City Staff
   a. Training will include up to three sessions with Elected officials and City Staff identified as subject matter experts who may speak on behalf of the City in both a proactive and reactive situation. Focus of at least one of the sessions will be on communicating in a crisis.

II. Publicity and media support for City activities and events coordinated by the Public Information Office
   a. These services will require MMC Communications to attend meetings with City Elected Officials and staff to be educated on City programs and efforts which are deemed to be of public interest with the potential for media interest. Development of media-friendly stories to include writing, placement and pitching. Staff support as deemed needed at media-focused activities.

III. Development and support of an Emergency Communications Outreach plan
   a. Create a written Emergency Communications Outreach plan for the City's use and provide training in use of plan.

IV. Outreach support for City's Strong Neighborhood Initiative
   a. Provide support as deemed necessary for education and outreach efforts to City residents for the Strong Neighborhoods Initiative. Possible tasks to include coordination of town hall meetings and development of education materials.

V. Community relations activities
   a. Support community outreach activities, which may include planning, facilitation and logistical management for public meetings and coordination of City presence at various other community organization meetings and events.

SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MMC COMMUNICATIONS

This Second Amendment ("Amendment") to the Consulting Services Agreement between the City of Rancho Cordova ("City") and MMC Communications ("Consultant") is made by and between the City and Consultant as of November 13, 2007. City and Consultant are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement ("CSA") dated as of January 26, 2007, for the purpose of publicity and media support ("Consulting Services"); and

WHEREAS, the parties agree that changes to the Scope of Work and Cost Estimate provided for in the CSA (as those terms are defined in the CSA) were reflected in the First Amendment to the CSA signed June 11, 2007; and

WHEREAS, the City desires to continue receiving services as previously defined;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Section 1.1 of the CSA, "Term of Services", is hereby amended to read as follows:

> "**Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2008, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2 of the CSA, "Compensation", provides for the City to pay Consultant a sum not to exceed $60,000. This amount shall now be read as "Ninety-nine Thousand Dollars ($99,000)." All other terms and conditions in Section 2 shall remain in full force and effect.

3. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute this as one complete Amendment.

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

Contract No. 181-2007

CITY OF RANCHO CORDOVA

Ted A. Gaebler
City Manager
Date: 11-26-07

Attest:

Anna Olea-Moger, CMC
City Clerk
Date: 11-27-07

Approved as to form:

Adam U. Lindgren
City Attorney
Date: 11/21/07

CONSULTANT

Michele McCormick, Principal
MMC Communications
Date: 11/13/07

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH BEAZER HOMES HOLDINGS CORP. FOR PRIVATELY CONSTRUCTED FACILITIES ASSOCIATED WITH OFFSITE IMPROVEMENTS FOR CAPITAL VILLAGE**

RECOMMENDATION

Adopt Resolution No. 29-2008.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract with Beazer Homes Holdings Corp. for reimbursement of costs associated with the construction of intersection improvements at International Drive/Prospect Park Drive, Zinfandel Drive/Data Drive, and Zinfandel Drive/international Drive.

BACKGROUND

The approvals and agreements for the Capital Village project required the developer to construct significant offsite improvements associated with the project. The agreement provided for reimbursement for a portion of those improvements from transportation impact fees collected from within the project. These improvements include signalization and intersection improvements at the three locations identified above. The purpose of this credit/reimbursement agreement, as authorized to be executed by Resolution No. 29-2008, is to establish the payment terms of the credit and reimbursement to the developer for the eligible improvements.

FISCAL IMPACT

The total amount of the contract for reimbursement is an amount not to exceed $2,249,707, payable as 50% credits with the remaining 50% reimbursement payable upon acceptance of the facility, and will be funded by transportation development impact fees collected from within the Capital Village project.

ATTACHMENT

Resolution No. 29-2008 including Exhibit A – Contract No. 88-2007

CITY OF RANCHO CORDOVA

RESOLUTION NO. 29-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF A CREDIT/REIMBURSEMENT AGREEMENT WITH BEAZER HOMES HOLDINGS CORP. FOR PRIVATELY CONSTRUCTED FACILITIES ASSOCIATED WITH OFFSITE IMPROVEMENTS FOR CAPITAL VILLAGE

WHEREAS, Developer is developing Capital Village (the "Project"), including backbone infrastructure that will serve the Project; and

WHEREAS, the City of Rancho Cordova staff have required and authorized intersection improvements be constructed associated with the Off Site Improvement Plans for Capital Village; and

WHEREAS, the City wishes to enter into a credit/reimbursement agreement for the payment for such construction with funds in the Transportation Development Impact Fee Fund which includes fees collected from said project; and

WHEREAS, such contract for payment will exceed the maximum amount that the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract with Beazer Homes Holdings Corp., Developer, attached as **Exhibit A**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

CITY OF RANCHO CORDOVA

CREDIT/REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE RANCHO CORDOVA TRANSPORTATION IMPACT FEE PROGRAM

This Agreement, dated as of the _____ day of _____, 2008, by and between the **City of Rancho Cordova**, a municipal corporation (the "City") and **Beazer Homes Holdings Corp., a Delaware Corporation**, and/or its successors in interest, (the "Developer"),

RECITALS:

WHEREAS, Chapter 16.84 of the City of Rancho Cordova Municipal Code established development fees and special funds as part of the City's Transportation Fee Program (the "Transportation Fee Program");

WHEREAS, Chapters 16.84.110 and 16.84.120 of the City of Rancho Cordova Municipal Code authorizes the City to enter into credit and/or reimbursement agreements for the construction of any facilities designated in the Transportation Fee Program upon application of property developers;

WHEREAS, on August 1, 2006, City and Developer previously entered into Contract No. 17-2006 for reimbursement for a portion of the facilities covered by this agreement based on an estimated cost for those facilities;

WHEREAS, the actual costs for those facilities have been determined and City and Developer desire to rescind Contract No. 17-2006; the terms for reimbursement of said facilities are now covered by this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Project Scope

Subject to the terms of this Agreement, the City agrees to provide credits and/or reimbursement of funds to the Developer in an amount not to exceed **Two Million Two Hundred Forty-Nine Thousand Seven Hundred Seven Dollars ($2,249,707)** for the acquisition and installation of the improvements as listed in **Exhibit A** and shown on **Exhibit B** attached hereto, which are included with the improvement plans titled Off Site Improvement Plans for Capital Village, dated February 20, 2007 (the "Improvements").

Section 2. Credit/Reimbursement Amount

The City agrees to provide credits and reimburse Developer for acquisition and/or installation of those Improvements constructed by the Developer on an amount based on the lesser of:

(a) the actual construction cost of eligible facilities, as determined by the City, in its sole discretion, through its review of the construction contract for the Improvements, plus an allowance for soft costs in the amount of thirty percent (30%) of the actual construction cost determined by the City, or

(b) the allowable costs, based on the cost schedules set forth in the Transportation Fee Program and amendments and updates thereto, listed in Exhibit A (unless this total amount is increased pursuant to an amendment to this Agreement).

Funds will be reimbursed without interest.

Section 3. Credit/Reimbursement Timing

(a) **Credit/Reimbursement Priority**. As set forth in Chapter 16.84.110 of the City of Rancho Cordova Municipal Code, the Public Works Director may authorize the construction of any improvements, or portions thereof, reimbursable from one or more of the funds associated with the Transportation Impact Fee Program (the Fund(s)) in lieu of all, or a portion of, the Transportation Impact Fees. Pursuant to the terms of this agreement, the credit toward Transportation Impact Fees shall be equal to the credit allocation as authorized by the Public Works Director up to a maximum of fifty percent (50%) of the programmed cost of the improvement, as shown on **Exhibit A**, upon approval of this agreement. Upon acceptance of the improvement and after reconciliation of the final improvement costs, the remaining fifty percent (50%) of the programmed cost of the improvement as shown in **Exhibit A** may be issued as a credit balance to the Developer from the Transportation Fee Program, or may be reimbursed in order of priority as set forth in Section 3b.

Fee credits provided pursuant to this Agreement shall be applied to the property in the Capital Village project in any manner requested by Developer provided such fee credits shall only apply to the Transportation Impact Fees. Fee credits/reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers. To effect such a transfer, Developer shall submit a completed form to the City in substantially the same format as set forth in Exhibit C that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits are being assigned to a builder or other party; (iii) identify the number of lots against which the credits will be applied; (iv) identify the fee credit balance before and after the transfer; and (v) include a map or other method that is acceptable to the City that identifies the lots or parcels against which the fee credits will be applied. The form must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

(b) **Reimbursement Priority**. As set forth in Chapter 16.84.110 of the City of Rancho Cordova Municipal Code, developers who have constructed improvements reimbursable from one or more of the funds associated with the Transportation Fee Program (the Fund(s)) shall be reimbursed in the order in which their respective improvements are formally accepted by the City, as the City determines there are adequate monies in the corresponding Fund(s).

(c) **Payment Preconditions**. No payment from the Fund(s) as set forth in Section 3b above shall be made unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to City's satisfaction:

i. City has given final approval to and has formally accepted the Improvements as complete; and

ii. City, in its sole discretion, has determined that there are adequate monies available in the applicable Fund(s) associated with the Transportation Fee Program.

Section 4. Process and Procedures

The Developer's construction contracts, construction work, and requests for credit and/or reimbursement relating to the Improvements shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document, which is available from the City Engineer. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly funded public works projects.

Section 5. Limited City Obligation

The obligations arising from this Agreement are neither 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, except the fees collected for the Improvements. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Transportation Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 6. Conveyance of the Improvements

Once Improvements are accepted and deemed satisfactory by the City, the Improvements automatically become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements that the Developer has constructed.

Section 7. Delivery of Plans and Specifications

Prior to final acceptance of Improvements by the City, the constructing Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation, and operation of the Improvements.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance of Improvements by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Improvements, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Improvements. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. Warranty and Repair

(a) Warranty. Each Developer hereby warrants the Improvements that it constructs as to materials and workmanship and, should any failure of those Improvements occur within

a period of one (1) year after final acceptance thereof by the City, the Developer shall promptly cause the needed repairs to be made without cost to the City.

(b) Repair. The City is hereby authorized to make such repairs if the constructing Developer fails to make or undertake with due diligence the aforesaid repairs within twenty (20) days after the City has given written notice of such failure. In case of emergency where, in the sole opinion of the City Engineer, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs and barricades erected, without prior notice to the Developer. In all cases of failure of Improvements within the warranty period where the City has taken action in accordance with this paragraph, the constructing Developer shall reimburse the City as appropriate for all costs, direct and indirect, incurred by the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents (the "Indemnitees" from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the acquisition or installation of the Improvements constructed by the Developer, except Liabilities arising from the sole negligence or willful misconduct of the City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 12. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 13. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Engineer

With a copy to:

City of Rancho Cordova
Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Finance Administrator

Developer:

Beazer Homes Holdings Corp.
3721 Douglas Boulevard, Suite 100
Roseville, CA 95661
Attn: James Stich

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 14. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 17. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 18. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 19. Rescind Prior Agreement

This Agreement renegotiates the terms of prior Contract No. 17-2006 relating to reimbursement for a portion of the facilities. This Agreement rescinds that contract which terms are no longer in effect with the execution of this agreement.

Section 20. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

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

CITY OF RANCHO CORDOVA,
A municipal corporation

By:_____
Ted A. Gaebler
City Manager

Date: _____

BEAZER HOMES HOLDINGS CORP.
a Delaware Corporation

By:_____
James Stich, VP Land Development
Northern California Division

Date: _____

ATTEST:

_____
Stacy Leitner, Interim City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

PROGRAMMED REIMBURSEMENT COSTS FOR INTERSECTION IMPROVEMENTS ASSOCIATED WITH THE OFFSITE IMPROVEMENTS FOR CAPITAL VILLAGE		
Improvement	Location	Programmed Credit/Reimbursement [1,2]
Traffic Signalization and Intersection Improvements	Zinfandel Drive/Data Drive	$ 816,413
Traffic Signalization and Intersection Improvements	International Drive/Prospect Park Drive	$ 758,664
Traffic Signalization and Intersection Improvements	Zinfandel Drive/International Drive	$ 674,630
TOTAL CREDIT/REIMBURSEMENT		$ 2,249,707

[1] Pursuant to the terms of this agreement, developer shall 50% credits in the amount of $1,124,853.50 to be applied against building permits upon execution of this agreement.

[2] Reimbursement (50%) in the amount of $1,124,853.50 shall be payable from the Citywide Transportation Impact Fee upon acceptance of the improvements.

MEMORANDUM

DATE: March 17, 2007

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION JOINT EXERCISE OF POWERS AGREEMENT**

RECOMMENDATION

Adopt Resolution 32-2008 authorizing the City Manager to execute an amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute an amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement. The amendment will change the current number of Advisory Board members for the Commission and add sections regarding the approval of the Commission's budget and admission of new parties.

BACKGROUND

In May 1981, a Joint Exercise of Powers Agreement (JPA) was created between the City and County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento. The purpose of the Commission is to promote the public health, safety, peace and tranquility of the region through the establishment and implementation of community programs. These programs identify and seek to eradicate discrimination, as well as promote tolerance of the diverse cultures, morels, lifestyles, and beliefs of the peoples of this region in order to achieve and maintain harmony and realize equal opportunity.

On April 2, 2007, the City Council authorized the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement, which made the City a member of the Commission. Since that date, the Commission has amended the JPA. As member of the Commission, the City is required to approve the changes and execute the updated Agreement.

The most significant change is the amendment to the number of Commission Advisory Board members. Under the amended JPA, each Member of the Commission is represented by one Advisory Board member for every 50,000 in population; this

replaced the old formula of having one Advisory Board member for the first 100,000 in population and an additional member for each additional 100,000 in population. As a member of the Commission, the City has one seat on the Commission's Governing Board and one seat on its Advisory Board. This amendment will not affect the City's current seats.

The following are the Commission's changes to the JPA:

1. Section 3 of the previous JPA has been deleted. The deleted Section read as follows:

   MEMBERS OF COMMISSION.

   The Members of the Commission shall be an elected official from those counties and cities that elect to join the Commission. Election to join the Commission shall be demonstrated by resolution of the governing body of the county or city authorizing the execution of this Agreement. A county or city that is not among the original Members of the Commission may join the Commission upon adoption by its governing body of a resolution requesting membership and upon approval of an amendment to this Agreement adding such county or city as a party hereto. Each Member of the Commission is required to contribute to the Commission's annual budget. The level of contribution from each jurisdiction will be determined individually by each governing body signed to this agreement.

2. Section 5(a) has been modified to read as follows:

   a. Appointment of Advisory Board. The Governing Board shall appoint an Advisory Board that shall represent the Members of the Commission. The number of Advisory Board members shall be set, and revised from time to time, by the Governing Board pursuant to the following formula: each Member shall be represented by one Advisory Board member for every 50,000 in population living in the Member's jurisdictional boundaries, up to a maximum of five representatives on the Advisory Board for any single member. ~~It is the intention of the Parties that each Commission Member shall be represented by one Advisory Board member based on a jurisdictional population of one to 100,000 for the first member and an additional member for each additional 100,000 in population, up to a maximum of five members.~~ An Advisory Board member shall serve a term of three years. No member may serve more than two consecutive terms. Any Advisory Board member absent for more than three consecutive Advisory Board meetings is automatically removed and a replacement shall be appointed. Advisory Board members shall serve at the pleasure of the Governing Board.

3. Section 7, "APPROVAL OF COMMISSION BUDGET," has been added to read as follows:

   APPROVAL OF COMMISSION BUDGET.

   Prior to the commencement of Fiscal Year 2008-2009 and each fiscal year thereafter (defined as July 1 through June 30), the Governing Board shall adopt a budget for the Commission for the ensuing fiscal year. No member Party shall

be obligated to allocate funds to the Commission until the governing board of that member Party shall also have acted to approve the Commission budget.

4. Section 11, "ADMISSION OF NEW PARTIES," has been added to read as follows:

ADMISSION OF NEW PARTIES.

a. Incorporation of New Cities: Upon incorporation, a new city in Sacramento County automatically shall have the right to become a Party to the Commission. The right shall be exercised by resolution of its City Council authorizing execution of this Agreement as it may be amended.

b. Existing Cities: Cities in Sacramento County other than newly incorporated cities may petition the Governing Board to become a Party to the Commission on such terms as the Governing Board may determine and the petitioning city may accept.

Attached as Attachment 2 is the updated Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement reflecting the changes above.

MOTION

"I move that the City Council adopt Resolution No. 32-2008 authorizing the City Manager to execute an amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement."

ATTACHMENT

Resolution 32-2008 Authorizing the City Manager to Execute an Amendment to the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement **(Exhibit A)**.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 32-2008

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, in May 1981, a Joint Exercise of Powers Agreement ("JPA") was created between the City and County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento; and

WHEREAS, the purpose of the Commission is to promote the public health, safety, peace and tranquility of the region through the establishment and implementation of community programs. These programs identify and seek to eradicate discrimination, as well as promote tolerance of the diverse cultures, morels, lifestyles, and beliefs of the residents of this region in order to achieve and maintain harmony and realize equal opportunity; and

WHEREAS, on April 2, 2007, the City Council authorized the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement, which made the City a member of the Commission; and

WHEREAS, since that date, the Commission has amended the JPA to change the current number of Advisory Board members for the Commission and add sections regarding the approval of the Commission's budget and admission of new parties; and

WHEREAS, most notable is the Commission's amendment to the number of Advisory Board members allowed. The JPA now allows each Member of the JPA to be represented by one Advisory Board member for every 50,000 in population; this replaced the old formula of having one Advisory Board member for the first 100,000 in population and an additional member for each additional 100,000 in population; and

WHEREAS, as a member of the Commission, the City has one seat on the Commission's Governing Board and one seat on its Advisory Board. This amendment will not affect the City's current seats.

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

A. The City Manager or his designee is authorized to execute an amendment to the Joint Powers Agreement in substantially the form set forth in **Exhibit A**.

PASSED AND ADOPTED by the City Council on the 17th day of March, 2008 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT
REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

This Agreement, creating the Regional Human Rights/Fair Housing Commission, is made and entered into this 22nd day of Jan., 2008, by and between the City of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Rancho Cordova, municipal corporations organized under the laws of the State of California, hereinafter called "Cities", and the County of Sacramento, a political subdivision of the State of California hereinafter called "County." Each of the public entities shall also be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. ESTABLISHMENT OF A REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

In exercise of the authority conferred upon the Parties hereto by Article XI, Section 7 of the California Constitution, and pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code, Section 6500 et seq. ("The Joint Exercise of Powers Act"), there is hereby established a joint powers authority that shall be known as "The Regional Human Rights/Fair Housing Commission (hereafter "Commission"). The Commission shall be a public entity separate from the Parties hereto, and its debts, liabilities and obligations shall not be or become debts, liabilities or obligations of any Party to this Agreement.

2. PURPOSE

The purpose of the Commission is to promote the public health, safety, peace and tranquility of the Region through the establishment and implementation of programs that identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this Region in order to achieve and maintain harmony and realize equal opportunity.

As used in this Agreement, the term "discrimination" means any and all forms of bias or prejudice on any basis made unlawful by Federal or California statutory or California common law, including, without limitation, such bases as race, religion, gender, sexual orientation, familial status, age or disability occurring in the Region with respect to which action of the Commission or its Members is not preempted, including, without limitation, housing, employment, access to public or commercial goods and services, and admission to civic, social or cultural association or activities.

CITY AGREEMENT NO. 1980-0219-6

CITY AGREEMENT NO. 1980-0219-6

3. GOVERNING BOARD OF THE COMMISSION

a. Directors. The Governing Board of the Commission shall consist of a Board of Directors. Each director shall have one vote. Appointments to the Commission will be as follows:
   i. The Sacramento County Board of Supervisors shall appoint five Directors from among its members;
   ii. The Sacramento City Council shall appoint five Directors from among its members;
   iii. All other members of the Commission shall appoint one Director from among its members.

b. Qualifications. Each Director shall be an elected official of the Member's governing body, and shall serve at the pleasure of the Member's governing body.

c. Meetings. The Governing Board shall meet at least semi-annually, and also at the request of the Chair of the Governing Board. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Section 54950 et seq. of the Government Code (Ralph M. Brown Act).

d. Alternates. Each Member may appoint one or more alternates for each of its Directors, who shall serve when the Member's regular Director is absent or disqualified from voting. Each alternate will be an elected official.

e. Quorum. A quorum for transaction of business shall be a majority of duly appointed Directors or their respective alternates. No action by the Governing Board shall be effective unless it receives the affirmative vote of a majority of the duly appointed Directors or their respective alternates. For purposes of this subsection, a Director or Alternate is deemed appointed when written notice of the appointment is received by the Commission's Executive Director.

f. Organization. The Governing Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Governing Board.

g. General Powers and Duties. The Governing Board shall have all of the powers and duties authorized by the Joint Exercise of Powers Agreement and which the Members share in common. Governing Board responsibilities shall include:

i. Setting overall program and fiscal policy for the Commission.
ii. Establishing goals, objectives, and priorities.
iii. Adopting an annual budget, including the compensation and benefits of Commission employees.
iv. Hiring, firing, annually evaluating, and disciplining the Executive Director.
v. Setting the annual contribution to the Commission budget from each Member. This action shall require unanimous agreement of all Directors present.
vi. Appointing the Commission's General Counsel.

h. Authority to Investigate, Enforce, and Litigate. The Commission shall have the authority to investigate, enforce, and litigate charges of discrimination using the following procedures:

i. With the same power and authority and subject to the same limitations vested in and imposed upon a City under Government Code Sections 37104 et seq., the Commission may issue subpoenas in any action or proceeding pending before it. The Commission shall provide its own legal representation in the initiation and prosecution of any and all proceedings relating to the validity or enforcement thereof. The Advisory Board and the Executive Director of the Commission, respectively, shall be vested with the same powers as a City Council and Mayor under the provisions of Government Code Sections 37104 et seq.

ii. With the consent of the Advisory Board, the Executive Director of the Commission may refer to and request the Commission's General Counsel to file and prosecute litigation for the purpose of alleviating discrimination within the Region, making the Commission a party plaintiff to such litigation. The provisions of this subparagraph shall not be construed to limit the discretion of the District Attorney or any other authorized person to file and prosecute any civil litigation in the name of the People of the State of California, whether or not requested by the Commission and whether or not the Commission is a party thereto.

iii. With the consent of the Advisory Board, the Executive Director of the Commission may file in the name of the Commission a verified complaint with the State Department of Fair Employment and Housing ("Department") alleging discrimination with the statutory jurisdiction of the Department. The Commission may bring suit on any verified complaint filed pursuant to this subparagraph.

i. Compensation. Each Director shall be entitled to a stipend of $200.00 per meeting, if so requested.

5. ADVISORY BOARD

a. Appointment of Advisory Board. The Governing Board shall appoint an Advisory Board that shall represent the Members of the Commission. The number of Advisory Board members shall be set, and revised from time to time, by the Governing Board pursuant to the following formula: each Member shall be represented by one Advisory Board member for every 50,000 in population living in the Member's jurisdictional boundaries, up to a maximum of five representatives on the Advisory Board for any single member. An Advisory Board member shall serve a term of three years. No member may serve more than two consecutive terms. Any Advisory Board member absent for more than three consecutive Advisory Board meetings is automatically removed and a replacement shall be appointed. Advisory Board members shall serve at the pleasure of the Governing Board.

b. Qualifications. Each Advisory Board member shall be appointed by the governing body of the Member he or she represents.

c. Meetings. The Advisory Board shall establish an annual schedule of meetings, generally on a monthly basis. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Government Code Section 54950 et seq. (Ralph M. Brown Act).

d. Quorum. A quorum for transaction of business shall be one-third of duly appointed members. Advisory Board action may be taken by the affirmative vote of a majority of those members present and voting.

e. Organization. The Advisory Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Advisory Board.

f. Duties of Advisory Board. The Advisory Board shall be subordinate to the Governing Board. The Advisory Board shall provide direction to the Executive Director consistent with the policy, goals, objectives, and priorities established by the Governing Board. The Advisory Board shall forward an annual budget to the Governing Board for approval, after conducting a workshop planning session to discuss budgets, programs, service levels and other issues as directed by the Governing Board. Specific duties of Advisory Board members shall include:

i. Represent the Commission at community events.

ii. Participate in the development of media promoting the Commission.
iii. Attend joint meetings with other community advisory boards.
iv. Participate on a speakers' bureau, speaking to community organizations on issues and legislation relevant to the Commission.
v. Attend educational forums and events.
vi. Actively participate in events of non-profit organizations established to promote the purposes of the Commission.

g. Compensation. Advisory Board members shall serve without compensation.

6. EXECUTIVE DIRECTOR

a. Appointment of Executive Director. The Governing Board shall appoint the Executive Director of the Commission after a recommendation of the Advisory Board. The process for recruitment, selection and appointment of the Executive Director shall be prescribed by the Governing Board after a recommendation of the Advisory Board. No person who is a Governing Board or Advisory Board appointee shall be eligible for appointment to the position of Executive Director during his or her term of office on the Governing Board or Advisory Board. The Executive Director shall be engaged by an employment agreement let in the name of the Commission, which shall regulate compensation and all other terms and conditions of employment and shall be renewable at the discretion of the Governing Board. The Executive Director is vested with no tenure, job security, or employment entitlement except as provided by the employment agreement. The employment agreement shall be subject to mid-term cancellation at the pleasure of the Governing Board, any cancellation to become effective thirty days following notification to the Executive Director.

b. General Duties and Responsibilities of Executive Director. The Executive Director shall perform duties and responsibilities prescribed by the Governing Board and Advisory Board, and shall:

i. Manage and administer the affairs of the Commission, pursuant to the direction of the Advisory Board and the policies established by the Governing Board.
ii. Appoint and remove, subject to adopted policies, all subordinate personnel.
iii. In cooperation with the Advisory Board, prepare an annual budget detailing line item expenditures, which shall not become effective until approved by the Governing Board. No expenditure of funds shall be made or authorized except in accordance with the

approved budget.

iv. Act as the Secretary to the Governing Board and the Advisory Board and cause all minutes and records of actions to be properly recorded and maintained.

c. Specific Duties of Executive Director. The Director of the Commission shall address, analyze, measure and develop recommendations to the Advisory Board and the Governing Board concerning, and take action affirmatively to eliminate, discrimination within the Region and the tensions that it causes through:

i. Surveys and other research and education relating to the existence of discrimination and its causes.
ii. Development and implementation of programs of an educational, counseling and similar nature designed to prevent or alleviate discrimination.
iii. Public debate, utilizing public hearings by the Advisory Board and other strategies to focus public attention on the existence, causes, effects and elimination of discrimination.
iv. Conciliation and mediation of disputes.
v. Information and referral to resources offering assistance to victims of discrimination.
vi. Advice to and cooperation with civic, cultural and governmental organizations.
vii. Establishing and Implementing of Memoranda of Understanding with other agencies.
viii. Entering into contracts providing funds to the Commission.
ix. Pursuing alternative funding sources for the Commission.
x. Investigating charges of discrimination and undertaking enforcement actions pursuant to the authority set forth in Section 4(h) of this Agreement.

And other duties as may be delegated by ordinance adopted by any Member of the Commission.

7. APPROVAL OF COMMISSION BUDGET.

Prior to the commencement of Fiscal Year 2008-2009 and each fiscal year thereafter (defined as July 1 through June 30), the Governing Board shall adopt a budget for the Commission for the ensuing fiscal year. No member Party shall be obligated to allocate funds to the Commission until the governing board of that member Party shall also have acted to approve the Commission budget.

8. TREASURER AND AUDITOR.

a. The Treasurer and Auditor of the County of Sacramento shall be the Treasurer and Auditor of the Commission.

b. Annually, the Auditor shall cause to be made an independent audit of the accounts and records of the Commission by a certified public accountant or a public accountant in compliance with Government Code Section 6505.

9. NON-PROFIT ORGANIZATIONS.

The Executive Director shall be authorized to establish and work with non-profit organization(s), associations or affiliations as permitted by law, for the purpose of enhancing supplemental funding sources and promoting the purposes of the Commission.

10. AMENDMENT OF FORMER AGREEMENT AND CONTINUATION OF COMMISSION.

This Agreement amends in its entirety that certain Joint Exercise of Powers Agreement between the City of Sacramento and the County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento, dated January 14, 1997, as amended. Notwithstanding the foregoing, the joint powers authority established by that Agreement shall remain in existence and continue as the Commission under this Agreement and the amendment of that Agreement shall not be deemed to alter any rights or obligations of the Commission, or terminate, alter or otherwise interrupt service by any appointees or employees. The original agreement was adopted May 5, 1981 and amended on January 14, 1997 and July 26, 1994.

11. ADMISSION OF NEW PARTIES.

a. Incorporation of New Cities: Upon incorporation, a new city in Sacramento County automatically shall have the right to become a Party to the Commission. The right shall be exercised by resolution of its City Council authorizing execution of this Agreement as it may be amended.

b. Existing Cities: Cities in Sacramento County other than newly incorporated cities may petition the Governing Board to become a Part to the Commission on such terms as the Governing Board may determine and the petitioning city may accept.

12. WITHDRAWAL.

Any Member may withdraw from the Commission upon service of written notice in the form of a resolution of the Member's governing body electing to withdraw and make payment of any obligations due to the Commission. Notice shall be addressed as set forth below, and shall be deemed served when received:

Sacramento Regional Human Rights/Fair Housing Commission
1112 "I" Street, Suite 250
Sacramento, CA 95814
Attn: Board Chair and Executive Director

Withdrawal shall take effect at the end of the Member's annual funding cycle.

13. COUNTERPARTS

This Agreement may be executed in counterparts. All counterparts shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

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

By_____
Chairperson, Board of Supervisors

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM_____
County Counsel

By Heather Fargo
Mayor, City of Sacramento

Dawn Bullwinkel
asst City Clerk 1-30-08

APPROVED AS TO FORM Richard E. Archibald
City Attorney

By_____
Mayor, City of Citrus Heights

_____
City Clerk

APPROVED AS TO FORM _____
City Attorney

By_____
Mayor, City of Elk Grove

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

By_____
Mayor, City of Rancho Cordova

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

CITY AGREEMENT NO. 1980-0219-6

CITY AGREEMENT NO. 1980-0219-6

Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

MEMORANDUM

DATE: March 17, 2008

TO: Agency Chair, Co-Chair and Agency Members

THRU: Curt Haven, Assistant Director

FROM: Micah Runner, Agency Staff Member

SUBJECT: **APPROVAL OF THE GRANDEE APARTMENTS RELOCATION PLAN**

RECOMMENDATION

It is recommended that the Agency Board adopt **Resolution CRA 3-2008** approving the Relocation Plan for the Grandee Apartments.

RESULT OF RECOMMENDED ACTION

The Relocation Plan (Exhibit A) provides a comprehensive strategy for the relocation of the current tenants of the Grandee Apartments. The plan includes analysis of the current tenant mix, relocation benefits, estimated cost of the relocations and the projected relocation timetable.

BACKGROUND

The Grandee Apartments were the source of various social nuisance issues caused by the substandard condition and dilapidated state of the property. This blighted property has received over 300 separate code violations and 30-40 site visits in the past year from the City of Rancho Cordova code enforcement team. Rancho Cordova Police have made 252 separate visits to the property from calls for service requiring police response (11.36 calls per apartment) from June 1, 2006 – August 26, 2007.

Due to these issues, the Agency Board approved the execution of a Purchase Agreement for the Grandee Apartments on December 17, 2007. The Community Redevelopment Agency plans to demolish the existing structure in order to eliminate blight and substandard housing within the Redevelopment Area.

In order to meet the legal and social responsibility to the current tenants of the Grandee Apartments the Community Redevelopment Agency is required to provide relocation

benefits to all eligible tenants. A Relocation Plan is required to be completed when the Agency plans to displace current residents. A Replacement Housing Plan was approved by Agency Board on December 17, 2007 due to the fact that this project is removing low and very low income units from the housing stock.

The Relocation Plan includes information on the tenant mix, available replacement opportunities, estimated relocation costs, and expected relocation timeframes. The draft Relocation Plan was distributed to the current tenants of the Grandee Apartments and made available for public review for the required 30 day review period and now must go before the Agency Board for final approval.

ATTACHMENT

Resolution No. CRA 3-2008 including (Exhibit A) Grandee Apartments Relocation Plan, Rancho Cordova, California.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. CRA 3-2008

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING THE RELOCATION PLAN FOR THE GRANDEE APARTMENTS

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova ("Agency") is a redevelopment agency existing pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000, *et seq.*, and pursuant to the authority granted thereunder, Agency has the responsibility to carry out the Redevelopment Plan for the Rancho Cordova Redevelopment Project Area (the "Project Area"); and

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova has purchased certain real property located at 10545 Folsom Boulevard in the City of Rancho Cordova, California, and known as Sacramento County Assessor's Parcel No. 057-0223-019 (the "Property"); and

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova plans to demolish the existing residential apartment building known as the Grandee Apartments; and

WHEREAS, there are existing residential tenants of the Grandee Apartments eligible for relocation benefits; and

WHEREAS, the Redevelopment Agency is required to complete and distribute a Relocation Plan that sets forth policies and procedures necessary for residential displacements; and

WHEREAS, the Relocation plan has been distributed to the current tenants of the Grandee Apartments and made available for public review for the required 30 days period.

NOW, THEREFORE, BE IT RESOLVED, by the Community Redevelopment Agency of the City of Rancho Cordova that it hereby approves the Relocation Plan for the Grandee Apartments.

PASSED AND ADOPTED by the Community Redevelopment Agency of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

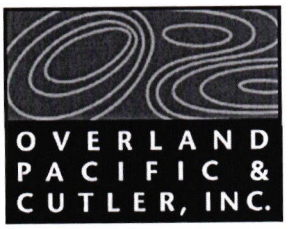
ABSTAIN:

_____
Linda Budge, Agency Chair

ATTEST:

_____
Stacy Leitner, Agency Secretary

EXHIBIT A



GRANDEE APARTMENTS
RELOCATION PLAN
RANCHO CORDOVA, CALIFORNIA

PREPARED FOR

The Community
Redevelopment Agency
of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

By

OVERLAND, PACIFIC & CUTLER, INC.
8950 CAL CENTER DRIVE, SUITE 102
SACRAMENTO, CA 95825-3225
(916) 857-1520

January 2008

INTRODUCTION

The City of Rancho Cordova plans to acquire the Grandee Apartments, a 20 unit residential apartment complex located at 10545 Folsom Blvd.,Rancho Cordova, California. Due to the public nature of the proposed acquisition, the California Relocation Assistance and Real Property Acquisition Guidelines, California Code of Regulations, Title 25, Chapter 6 establishes the method of acquisition and relocation services that must be followed to complete this project.

The Project site is located in the City of Rancho Cordova, within Sacramento County as illustrated on the Project Site map shown in **Attachment 1**.

Ten (10) residential households will have to be permanently displaced for this Project to be proceed. The California Relocation Law requires that a Relocation Plan be prepared when residential displacements will occur as part of a public Project.

Overland, Pacific & Cutler, Inc. (OPC), an experienced relocation firm, has been selected to prepare this Relocation Plan (the 'Plan'), and will provide all subsequently required relocation assistance for this Project. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement housing and storage requirements of the current Project occupants.

This Plan sets forth policies and procedures necessary to conform with statutes and regulations established by the US Code Title 42, Chapter 61 "Uniform Relocation Assistance and Real Property Acquisition Policies Act" of 1970 (URA) and as amended thereafter, and the California Relocation Assistance Law, California Government Code Section 7260 et seq (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (the "Guidelines") for residential and commercial displacements.

A. METHODOLOGY AND ASSESSMENT OF NEEDS

To obtain information necessary for the preparation of this Plan, personal interviews were conducted with the current occupants of the Project site during the week of January 7, 2008. Inquiries made of the residential occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, language first spoken in the home, disabilities/health problems, and preferences related to replacement housing and location.

All information of a statistical nature supplied by the household occupant's was anecdotal and not validated by documentary evidence that otherwise would be required to comply with relocation qualifying criteria.

The Table below shows some of the household occupant's characteristics and needs.

Residential

Income Category	Composition Adults/Children	Current Rent/Mth	Current Bedrooms	Bedrooms Needed	Elderly/ Disabled	Language
Extremely Low Income	3/2	$625.00	1	2	0	English
Extremely Low Income	2/2	$625.00	1	2	0	English
Extremely Low Income	1/0	$600.00	1	1	0	English
Extremely Low Income	1/0	$575.00	1	1	0	English
Extremely Low Income	1/2	$750.00	2	2	0	English
Extremely Low Income	2/1	$750.00	2	2	0	English
Extremely Low Income	1/0	$625.00	1	1	0	English
Extremely Low Income	3/0	$625.00	1	1	0	English
Very Low Income	1/0	$625.00	1	1	0	English
Very Low Income	2/0	$600.00	1	1	0	English

As indicated in the previous Table, there are seventeen (17) adults and seven (7) children residing at the property. Also as indicated above there are no households occupied by individuals that are elderly or handicapped which may require special consideration pertaining to replacement sites. A large percentage of the occupants however do not own a vehicle and will need replacement housing in close proximity to public transportation. All ten (10) households fall within the County's "Extremely Low" and "Very Low" income categories, as shown in the 2007 income limits for the "Extremely Low", "Very Low", "Lower" and "Moderate" income categories, as established by HUD for Sacramento County, in **Attachment 2.**

B. REPLACEMENT HOUSING RESOURCES

One of the primary purposes of a Relocation Plan is to demonstrate the availability of comparable, affordable, "decent, safe and sanitary" housing prior to the displacement of residential occupants.

A rental housing survey was conducted during the week of January 14, 2008 to identify available comparable, decent, safe and sanitary units in proximity to the Project site. Based on the results of that survey, which is included as **Attachment 3**, an adequate number of available one (1)-bedroom and two (2)-bedroom units were found to meet the potential needs of the households that will be permanently displaced.

C. CONCURRENT DISPLACEMENT

Based on the needs of the Project, there is no known, anticipated concurrent displacement which may impact upon the ability of the Agency to relocate the Project occupants.

D. TEMPORARY RELOCATION

There is no anticipated need for temporary relocation. Should such a need arise, the Agency will respond appropriately, and in conformance with all applicable laws and requirements.

E. PROGRAM ASSURANCES AND STANDARDS

Adequate funds are available to relocate the Project occupants. Relocation assistance services will be provided to ensure that displacement does not result in different, or separate treatment of occupants based on race, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the 'Unruh Act', as well as any arbitrary or unlawful discrimination.

The occupants will not be permanently displaced without 90 days advance written notice. Displacement of the residential occupants will not occur unless "comparable" replacement housing can be made available. "Comparable" housing includes standards such as: decent, safe, and sanitary; comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit, but not lesser in rooms or living space than necessary to accommodate the displaced household; in an area that does not have unreasonable environmental conditions; not generally less desirable than the acquired unit with respect to location to schools, employment, health and medical facilities, and other public and commercial facilities and services; and, within the financial means of the displaced household as defined in the URA, CRAL and the Relocation Guidelines. Pursuant to the Guidelines, a second home shall be considered to be a dwelling only for the purposes of establishing eligibility for payment for moving and related expenses.

F. RELOCATION ASSISTANCE PROGRAM

OPC staff is available to assist the displaced tenants with questions about relocation and/or provide direct assistance in relocating. Relocation staff can be contacted toll-free at 1-(800) 385-0244 from 8:30 a.m. to 5:00 p.m., Monday through Friday, and also available on-site by appointment. The Relocation Office is located at 8950 Cal Center Drive, Suite 102, Sacramento, CA. A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the tenants being displaced.

Specific activities will include:

1. Distribution of informational statements. **Attachment 4** contains a sample of the general informational notices that will be given to the displaced occupants.

2. Timely referrals to replacement dwelling units and, as defined above and, if necessary, transportation will be provided to inspect potential replacement units.

3. Timely referral to commercial storage spaces.

4. Assistance with completion and filing of relocation claims and appeals forms, if necessary.

G. RELOCATION BENEFIT CATEGORIES

Benefits will be provided in accordance with the URA, the CRAL, the Guidelines, and all other applicable regulations and requirements. Benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. The Agency will provide appropriate benefits for the displacees as required by the above laws and requirements.

1. Residential Moving Expense Payments

The subject household will be eligible to receive a payment for moving expenses. The payment will be made based upon either a fixed room count schedule or an invoice for actual reasonable moving expenses from a licensed professional mover.

a) Fixed Payment - A fixed payment for moving expenses based on the number of rooms containing furniture or other personal property to be moved. The fixed moving payment will be based upon the most recent Federal Highway Administration schedule maintained by the California Department of Transportation, as indicated in **Attachment 6**.;

- *Or* -

b) Actual Reasonable Moving Expense Payments - The displaced tenants may elect to have a licensed, professional mover perform the move; if so, the Agency will pay for the actual cost of the move up to 50 miles and all reasonable charges for packing, unpacking, insurance, and utility connection charges. The payment will be made directly to the mover or as a reimbursement to the displaced tenants.

c) Moving expenses for section 8 Tenants - In order to alleviate hardships for section 8 tenants who must pay "move-in costs"(such as credit report fees and security deposits), the Agency will provide up to seventy five dollars ($75.00) for credit checks (non-refundable) and a maximum of one months' rent as security deposit, based on the maximum monthly rent payment standards for the subject replacement dwelling unit, as approved by the appropriate Housing Authority, paid directly to the lessor and refundable to the Agency upon future vacation of the new, replacement Section 8 premises.

2. Rental Assistance/Down Payment Assistance

Residential displacees are considered eligible for relocation assistance and benefits if they have established residency within the Project site for a minimum of 90 days prior to the "Initiation of Negotiations"; this date is defined as the date that the Agency makes the first written offer to purchase the property from the current property owner, thereby establishing eligibility for both Rental Assistance and Moving Expense Payments. The date of "initiation of negotiations" for this Project is November 11, 2007.

For residential displacees, except in the case of Last Resort Housing situations, as defined below, Rental Assistance Payments will be limited to a maximum of $5,250.00 based upon the monthly housing need over a forty-two (42) month period. In addition, the tenants may opt to apply the amount to which they are entitled toward the purchase of a replacement unit.

3. Last Resort Housing

Based on the survey results, it appears that an adequate number of "comparable replacement housing" units will be available at the time of displacement to meet the needs of the displaced tenants.

"Last Resort Housing" payments are authorized by statute if affordable "comparable replacement housing" cannot be located for the displaced tenant household (i.e., housing renting for not more than 30% of the household's gross monthly income). In this case, payments may be made beyond the $5,250.00 statutory "cap" up to forty-two (42) months' worth of rental assistance. Any supplemental increment beyond $5,250.00 will be paid in installments *or* in a lump sum at the discretion of the Agency.

H. PAYMENT OF RELOCATION

Relocation benefit payments will be made expeditiously. Claims and supporting documentation for relocation benefits must be filed with the Agency within eighteen (18) months from the date the claimant moves from the displacement property. Procedures for preparing and filing of claims and processing and delivering of payments are included in this Plan as **Attachment 6**.

The affected households will not be displaced until "comparable" housing is located as defined above. Relocation staff will pre-inspect any replacement units to which referrals are made to verify that they meet all the standards of 'decent, safe, and sanitary' as defined in Section 6008, Subdivision (d) of the Guidelines.

I. EVICTION POLICY

After acquisition of the property and, if still in residence the occupants will become tenants of the Agency. The Agency recognizes that eviction is permissible only as a last resort and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent; serious violation of the rental agreement; performance of a dangerous or illegal act in the unit; or, if the displacee(s) refuse(s) all reasonable offers of comparable replacement housing. Eviction will not affect the eligibility of a person legally entitled to relocation benefits.

J. APPEALS POLICY

The appeals policy will follow the standards described in Section 6150., et seq., of the Guidelines. Briefly stated, the displaced tenants will have the right to ask for review when there is a perceived grievance regarding any of their rights to relocation and relocation assistance, such as a determination as to eligibility; the amount of payment; or, the failure to provide a comparable replacement housing referral.

K. PROJECTED DATES OF DISPLACEMENT

No household would be displaced before receiving a 90 Day Notice to Vacate, on or about March 1, 2008. Relocation is expected to be completed, on or about **June 30, 2008.**

L. PROJECT FUNDING SOURCE

Project funding will be provided by the City of Rancho Cordova Community Redevelopment Agency.

M. ESTIMATED RELOCATION COSTS

The estimated costs for relocation benefits for this project, including moving costs and rental assistance payments are $175,000.00 .

This estimated relocation budget does *not* include administrative services or provision for any other services necessary for the implementation of the Plan and Project.

(Remainder of page intentionally left blank)

TABLE OF ATTACHMENTS

Attachment 1: Project Site Maps

Attachment 2: HUD Income Limits for Sacramento County - 2007

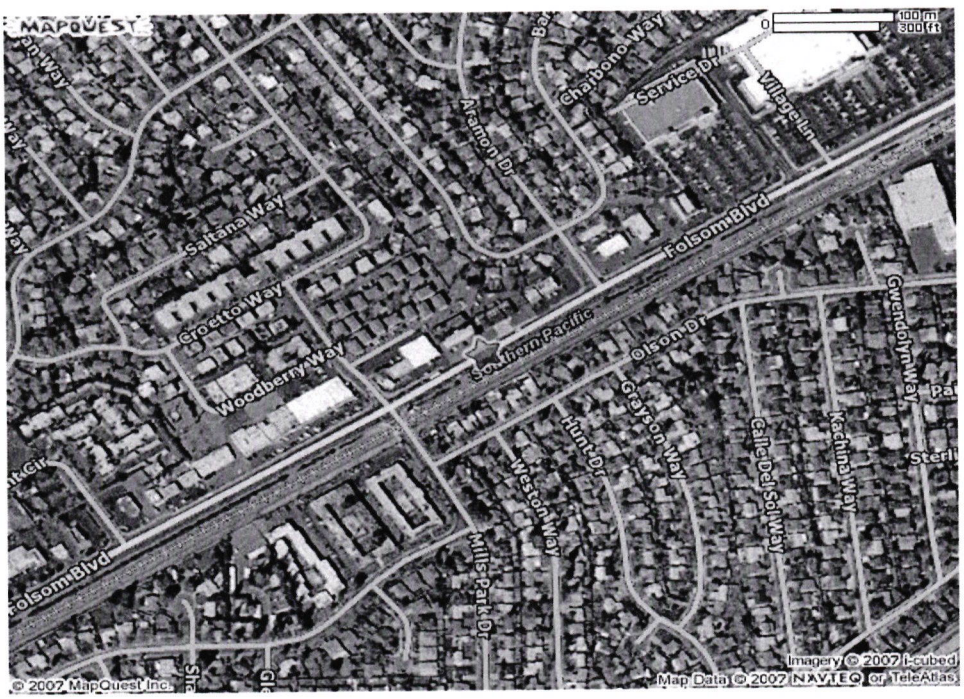
Attachment 3: Replacement Housing Survey Results

Attachment 4: Sample Informational Statement - Residential

Attachment 5: Residential Fixed-Payment Moving Schedule

Attachment 6: Relocation Payment Policy and Procedures for Relocation Payments and Assistance

ATTACHMENT 1:
PROJECT SITE MAPS



ATTACHMENT 2
STATE INCOME LIMITS FOR 2007
SACRAMENTO COUNTY

The following figures are approved by the State Department of Housing and Community Development for use in **Sacramento County** to define and determine housing eligibility by income level.

HCD ANNUAL INCOME LIMITS BY CATEGORY -SACRAMENTO COUNTY (2007) Area Four Person Median: $67,200					
Family Size	**Extremely Low Annual Income**	**Very Low Annual Income**	**Lower Annual Income**	**Median Annual Income**	**Moderate Annual Income**
One Person	14,100	23,500	37,650	47,000	56,400
Two Person	16,100	26,900	43,000	53,800	64,500
Three Person	18,150	30,250	48,400	60,500	72,500
Four Person	20,150	33,600	53,750	**67,200**	80,600
Five Person	21,750	36,300	58,050	72,600	87,000
Six Person	23,350	39,000	62,350	78,000	93,500
Seven Person	25,000	41,650	66,650	83,300	99,900
Eight Person	26,600	44,350	70,950	88,700	106,400

Figures are per the Department of Housing and Community Development (California), Division of Housing Policy Development, **April 18, 2007**

ATTACHMENT 3
REPLACEMENT HOUSING SURVEY RESULTS

Available Rental Resources			
Unit Size	**# Units Needed**	**# Units Identified**	**Rent Range**
1 Bedroom	7	21	$500-700
2 Bedroom	3	9	$675-800

ATTACHMENT 4
SAMPLE INFORMATIONAL STATEMENT - RESIDENTIAL

I GENERAL
II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING
III. MOVING BENEFITS
IV. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS
V. SECTION 8 TENANTS
VI. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS
VII. LAST RESORT HOUSING ASSISTANCE
VIII. RENTAL AGREEMENT
IX. APPEAL PROCEDURES - GRIEVANCE
X. TAX STATUS OF RELOCATION BENEFITS
XI. LEGAL PRESENCE REQUIREMENT
XII. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

I. GENERAL INFORMATION

The building in which you now live is in an area to be improved by the **Community Redevelopment Agency for the City of Rancho Cordova** (the "Agency"). As the project schedule proceeds, it will be necessary for you to move from your dwelling. You will be notified in a timely manner as to the date by which you must move.

Please read this information as it will be helpful to you in determining your eligibility and the amount of your relocation benefits under the federal and/or state law. We suggest you save this informational statement for reference.

The Agency has retained the services of Overland, Pacific & Cutler, Inc., a qualified professional relocation firm, to assist you. The firm is available to explain the program and benefits. Their address and telephone number is:

OVERLAND PACIFIC & CUTLER, INC.

Overland, Pacific & Cutler, Inc.
8950 Cal Center Drive, Suite 102
Sacramento, CA 95826-3225
Telephone: 916.857.1520
Toll Free: 1.800.385.0244

Spanish speaking representatives are available. **Si necesita esta información en Español, por favor llame a su representante.**

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your representative with Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Agency's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Agency acquires the property, you will be required to pay your rent to the Agency.

II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

III. MOVING BENEFITS

If you must move as a result of displacement by the Agency, you will receive a payment to assist in moving your personal property. There are two types of moving payments. You have the option of selecting either one of the following types of moving payments:

A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Agency, and ranges, for example, from $400 for one furnished room to $2,150 for eight rooms in an unfurnished dwelling (For details see the table below). Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

FIXED MOVING SCHEDULE - CALIFORNIA (effective June 2005)			
Occupant owns furniture		**Occupant does NOT own furniture**	
1 room	$625.00	1 room	$400.00
2 rooms	$800.00	each additional room	$65.00
3 rooms	$1,000.00		
4 rooms	$1,175.00		
5 rooms	$1,425.00		
6 rooms	$1,650.00		
7 rooms	$1,900.00		
8 rooms	$2,150.00		
each additional room	$225.00		

If you select a fixed payment, you will be responsible for arranging for your own move and the Agency will assume no liability for any loss or damage of your personal property.

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for Agency approval.

IV. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to $5,250. to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied your present dwelling for at least 90 days prior to the Agency's first offer to purchase the property, or an owner who has occupied your dwelling for between 90 and 180 days prior to the Agency's first offer to purchase the property.

A. Rental Assistance

If you qualify, and **wish to rent** your replacement dwelling, your rental assistance benefits will be based upon the difference over a 42 month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent or 30% of your gross monthly household income. You will be required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- Or -

B. Down-payment Assistance

If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

VI. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the later of** the following:

1. For a tenant, the date you move from the displacement dwelling;

2. For an owner-occupant, the date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; or

3. The date the Agency fulfills its obligation to make available comparable replacement dwellings.

All claims for relocation benefits must be filed with the Agency **within 18 months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

VII. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Agency will provide Last Resort housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and last resort eligibility must be applied toward the down-payment of the home you intend to purchase.

VIII. RENTAL AGREEMENT

As a result of the Agency's action to purchase the property where you live, you may become a tenant of the Agency for a certain time. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following infractions:

A. Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;

B. Performance of dangerous illegal act in the unit;

C. Material breach of the rental agreement and failure to correct breach within 30 days of notice;

D. Maintenance of a nuisance and failure to abate within a reasonable time following notice;

E. Refusal to accept one of a reasonable number of offers of replacement dwellings; or

F. The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

IX. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for a relocation payment, or the amount of a payment, may have his/her claim reviewed or reconsidered in accordance with the Agency's appeals procedure. Complete details on appeal procedures are available upon request from the Agency.

X. TAX STATUS OF RELOCATION BENEFITS

Relocation benefit payments are not considered as income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code.

XI. LAWFUL PRESENCE REQUIREMENT

Pursuant to the Public Law 105-117 of 11-21-97, in order to be eligible to receive relocation benefits in federally-funded relocation projects, all members of the household to be displaced must provide information regarding their lawful presence in the United States. In federally-assisted projects, any member of the household who is not lawfully present in the United States or declines to provide this information, may be denied relocation benefits. Relocation benefits will be prorated to reflect the number of household members with certified, lawful presence in the US.

XII. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

ATTACHMENT 5

RESIDENTIAL FIXED-PAYMENT MOVING SCHEDULE			
Occupant owns furniture		**Occupant does NOT own furniture**	
1 room	$625.00	1 room	$400.00
2 rooms	$800.00	each additional room	$65.00
3 rooms	$1,000.00		
4 rooms	$1,175.00		
5 rooms	$1,425.00		
6 rooms	$1,650.00		
7 rooms	$1,900.00		
8 rooms	$2,150.00		
each additional	$225.00		

ATTACHMENT 6

RELOCATION PAYMENT POLICY AND PROCEDURES FOR RELOCATION PAYMENTS AND ASSISTANCE

Claims and supporting documentation for relocation benefits must be filed with the Agency within eighteen (18) months from the date the claimant moves from the acquired property.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance.

2. Assistance amounts will be determined in accordance with the provisions of the URA and the California Relocation Law and Guidelines.

3. Required claim forms will be prepared by relocation personnel in conjunction with claimant(s). Signed claims and supporting documentation will be submitted by relocation personnel to the Agency.

4. The Agency will review and approve claims for payment or request additional information.

5. The Agency will issue benefit checks which will be available for pick-up by Claimants, unless circumstances dictate otherwise.

6. Final payments will be issued after confirmation that the Project area premises have been completely vacated and actual residency at replacement unit is verified.

7. Receipts of payment will be obtained and maintained in the relocation case file.

ADDENDUM NO. 1
(IF NO COMMENTS ARE RECEIVED)

As required by the California Relocation Assistance Law, this Relocation Plan was made available for review and written comments by the general public and the affected occupants for a period of 30-Days. __DATE HERE__marks the end of the 30-day period for the submission of any written comments to the Relocation Plan.

In the absence of any written comments, this Relocation Plan, as presented, is to be considered the Final Document to be adopted by the Community Redevelopment Agency for the City of Rancho Cordova.

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **APPROVE THE ISSUANCE OF CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS TO ASSIST SACRAMENTO MEDICAL FOUNDATION (dba BLOODSOURCE) TO FINANCE A NEW HEADQUARTERS FACILITY IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Open the public hearing and take public comment on the project and the issuance of up to $20,000,000 of tax-exempt revenue bonds by California Municipal Finance Agency (CMFA) to finance the costs of financing, acquiring and improving the project. The project is a 95,000 square foot headquarters for BloodSource, located at 10536 Peter A. McCuen Blvd. in the City of Rancho Cordova (City). BloodSource is a nonprofit blood center providing blood and blood-related services to patients, hospitals and health care providers in the Sacramento region.

After taking public comment, close the public hearing and approve the project and the bonds by adopting the attached **Resolution No. 24-2008.**

RESULT OF RECOMMENDED ACTION

If Council adopts the resolution, CMFA and BloodSource may proceed with tax-exempt bond financing of the project. If Council declines to adopt the resolution, BloodSource will need to seek other financing at higher interest rates.

BACKGROUND

Reasons for the Hearing and the Resolution

Under federal tax law, BloodSource cannot obtain tax-exempt financing for the project unless the City Council, as the elected governing body of the City, holds a public hearing and approves the project and the bonds. In addition, CMFA will not assist in the financing of a project without the approval of the local jurisdiction. Holding the hearing and adopting the resolution will allow CMFA and BloodSource to proceed with the financing phase of this project.

The Project

The project is 95,000 square foot building and associated land, plus certain facility improvements and other related capital costs. BloodSource will use the new facility as a new headquarters. It will house all administrative, marketing, donor recruitment, compliance and quality, public affairs, medical, information systems, accounting, facilities and maintenance, training and education, human resources and other functions for BloodSource. The new facility will also house patient services and a small donor center. The project will be owned and operated by BloodSource and is located at 10536 Peter A. McCuen Blvd., in the Mather Commerce Center.

The Bonds

The maximum principal amount of the bonds is $20 million, although BloodSource may decide to borrow a lower amount. CMFA will issue the bonds and will loan the proceeds of the bonds to BloodSource to finance the project. Interest on the bonds will be exempt from federal income tax, which results in lower interest rates compared to other financing alternatives. The purchaser of the bonds will be Umpqua Bank or another financial institution that provides better terms. The bond purchaser will take a deed of trust on the project and its recourse is solely against the project and BloodSource.

The bond financing does not create any direct fiscal impacts on the City. The bonds will not be an obligation of the City, and the City will not be obligated in any manner to pay off or guarantee the bonds or make any appropriation to pay off the bonds. The bonds will be repaid only from loan payments made by BloodSource to CMFA. If BloodSource defaults, the bond holders have no recourse against the City. After adoption of this resolution, CMFA will handle the administration and structuring of the bond issue, and no further approvals or staff time are required from the City.

California Municipal Finance Authority

CMFA is a joint powers agency that was originally created in 2004 by its original local government members to promote economic, cultural and community development through the financing of economic development and charitable activities. CMFA has over two dozen local government members throughout California, including the Northern California cities of Oakland, Milpitas, Saratoga, Vallejo, Saratoga, Redding and Daly City, among others, and the Northern California counties of San Francisco, Alameda, Santa Cruz, Marin and Sacramento, among others. The City joined CMFA as a member in February 2007 (at the time the City granted a similar approval for Allied Waste North America). There are no costs to membership.

ATTACHMENT

Resolution No. 24-2008

CITY OF RANCHO CORDOVA

RESOLUTION NO. 24-2008

A RESOLUTION APPROVING A NEW HEADQUARTERS PROJECT FOR SACRAMENTO MEDICAL FOUNDATION (DOING BUSINESS AS BLOODSOURCE) INCLUDING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO FINANCE SUCH PROJECT

WHEREAS, Sacramento Medical Foundation, doing business as BloodSource (the "Borrower") has requested that the California Municipal Finance Authority (the "Authority") issue bonds in one or more series in an aggregate principal amount not to exceed $20,000,000 (the "Bonds") and loan the proceeds thereof to the Borrower to finance a portion of (i) the cost of acquiring an approximately 95,000 square foot building and associated land, (ii) the costs of designing, acquiring, installing and constructing certain facility improvements, and (iii) other related capital costs, all for use as a new headquarters for the operations of the Borrower (collectively, the "Project"), which Project will be owned and operated by the Borrower, or an affiliate, and located at 10536 Peter A. McCuen Blvd., in the City of Rancho Cordova (the "City"); and

WHEREAS, the Bonds will not be an obligation of the City, and neither the faith and credit nor the taxing power of the City will be pledged to the payment of the Bonds, nor will the City be obligated in any manner to make any appropriation for such payment, as the Bonds are to be repaid from loan payments made by the Borrower; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code") and Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority dated as of January 1, 2004 (as amended, the "Agreement"), the City must approve the Project, including the issuance of the Bonds by the Authority; and

WHEREAS, the Authority has requested the City Council of the City (the "Council") to approve the Project, including the issuance of the Bonds by the Authority, in order to satisfy such legal requirements; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the Project and the issuance of the Bonds therefor by the Authority; and

NOW, THEREFORE, BE IT RESOLVED, that the Council hereby approves, as follows:

Section 1. The Council hereby approves the Project and the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitute approval of the Project and the issuance of the Bonds solely for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement. This Resolution shall not constitute approval of the Project for any other purpose.

Section 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
Diane Snyder, CDBG Analyst
Sarah Bontrager, CDBG Specialist (PMC)

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – DRAFT ACTION PLAN**

RECOMMENDATION

Staff recommends that the Council approve the Community Development Block Grant program budget in the amount of $769,235 for the 2008-2009 program year. This budget includes $86,530 of funding which was unspent in the 2006-2007 program year. The proposed budget is contained in **Attachment 1.**

RESULT OF RECOMMENDED ACTION

Upon approval of the budget, staff will prepare a Draft Action Plan for public comment. The 30-day public comment period would begin April 4, 2008.

BACKGROUND

For the 2008-2009 program year, the City of Rancho Cordova has been allocated $682,705 from the U.S. Department of Housing and Urban Development. The 2008-2009 program year will be the City's third year as an entitlement jurisdiction. There has been a reduction in CDBG funding every year since the 2006-2007 program year. **Attachment 2** shows the CDBG program funding history.

Federal regulations place limits on the percentage of CDBG funds which may be used for various activities and require that a minimum of 70 percent of the funds must be utilized on activities which benefit low-and moderate-income households. In addition, no more than 15 percent, or $102,405 this year, may be spent on public services and no more than 20 percent, or $136,541 this year, may be spent on program administration and planning.

All CDBG activities must meet one of the following national objectives: 1) benefit low- and moderate-income persons, 2) prevention or elimination of slums or blight, or 3) meet an urgent community need (i.e. natural disaster).

A public meeting and application workshop was held on February 5, 2008 for the purpose of providing technical assistance to applicants and to solicit input on the CDBG

program. Subsequent to that meeting, two comments regarding the use of CDBG funds were received:

1) The Cordova Towne Neighborhood Association has requested CDBG funds for use in their neighborhood. Suggested uses include improvements to the community center in White Rock Park, new pathways in the park, sidewalk improvements for accessibility to wheelchairs and strollers, and painting of the fire hydrants. Painting of the fire hydrants is not eligible under the CDBG program. Funding of the proposed Public Works Department project (see **Attachment 1**) will address the sidewalk accessibility concern.

2) The Cordova Recreation and Park District is interested in using CDBG funds for the development of a Teen Center in Federspiel Park. This plan is still in the concept development stage. Staff will be providing technical assistance to determine eligibility and scope for consideration of CDBG funding in a future program year.

In addition to the comments received, several inquiries were received from non-profit organizations requesting program information and technical assistance on eligibility. Those contacts did not result in funding proposals.

ATTACHMENTS

1. CDBG Funding Recommendations
2. CDBG Program Funding History

Attachment 1

CDBG Funding Recommendations

Project - Organization	Project Description	Activity Type	Eligible?	Fund Request	Leveraged Funds*	Recommended Funding	2007-2008 Funding	2006-2007 Funding	Comments
Home Delivered Meals (AKA Meals of Wheels) Department of Human Assistance/ Senior Nutrition Services	Provide nutritious hot meals to an average of 48 homebound seniors and 36 seniors dining at the Cordova Senior Center, 250 days per year.	Public Service	Yes	$59,220	$170,573	$49,220	$44,990	$54,990	To fully fund, $10,000 would need to be funded from City General Funds. **A reduction of general funds would result in a reduction of CDBG funds to the 07-08 level.**
Safe Harbor After-School Program St. Clement's Episcopal Church	Provide low-income, "latch-key", under performing students at Cordova Lane Elementary School with free, supervised homework assistance, tutoring and social skills development. Funding would provide services to an additional 35 to 40 students.	Public Service	Yes	$20,337	$7,949	$0	$0	$12,269	Subrecipient was unable to meet goals when funding in the 06-07 program year. Partial recapture of funds. Recommend not funding.
O.K. "Our Kids" Program	Mentoring program to reduce African-American incarceration and homicide rates.	Public Service	No	$83,000	$31,000	$0	$0	$0	Withdrawn by applicant.
Housing Counseling Sacramento Self-Help Housing, Inc.	Provide housing services to residents of Rancho Cordova who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing. Funding would provide services to 100 persons.	Public Service	Yes	$8,000	$8,550	$6,900	$6,932	$7,000	Recommend continue funding, at near-current level, in order to provide necessary homeless services.
Domestic Violence Counseling Program WEAVE, Inc.	Extend the existing WEAVE program located in Sacramento to provide counseling services to residents of Rancho Cordova who have suffered from domestic violence. This project focuses on providing counseling in Rancho Cordova rather than victims having to drive for the service. Funding would provide services to 141 clients.	Public Service	Yes	$33,454	$15,177	$16,285	$16,875	$0	The increase in funding is not supported by an increase in outcomes for individual counseling. The additional funds would provide an education component to the services, however, there are insufficient funds available to fund the requested amount without cutting other services. Recommend funding at near the same level as 07-08.
Cordova Activities for Kids Program (CAKe) The Folsom Cordova Community Partnership	Youth Activities Coordinator to coordinate the Activities For Kids Program to engage kids in a variety of recreational and pro-social activities. Funding would provide services to 250 youth.	Public Service	Yes	$42,740	$48,578	$30,000	$0	$0	Insufficient funding available to fully fund this activity without cutting other necessary services. Applicant indicates that the target population will be able to be served, at a reduced level, with this level of funding.
Fair Housing Counseling The Center for Human Rights Law and Advocacy	Promotes fair housing opportunities by providing education and outreach to tenants and landlords, and affirmitavely enforce fair housing laws by investigating, testing, and random audits of rental housing.	Public Service	Yes	$20,000	$0	$0	$20,000	$0	Recommend funding $15,000 out of Admin/Planning.
					TOTAL FUNDING FOR PUBLIC SERVICES:	**$102,405**			

Attachment 1

CDBG Funding Recommendations

Project - Organization	Project Description	Activity Type	Eligible?	Fund Request	Leveraged Funds*	Recommended Funding	2007-2008 Funding	2006-2007 Funding	Comments
Sacramento Valley Live Steamers Railroad Museum	Passenger loading facility and paved walkways to provide ADA accessibility to the railroad and petting zoo located in Hagen Park.	Public Facilites	Yes	$100,000	$25,000	$20,000	$0	$0	Recommend funding 20 percent of requested amount to provide funding for environmental study and/or engineering costs to prepare project to move forward.
City Services/City Department Funding	**Project Description**	**Activity Type**	**Eligible?**	**Fund Request**	**Leveraged Funds***	**Recommended Funding**	**2007-2008 Funding**	**2006-2007 Funding**	**Comments**
Neighborhood Services Division	**Rental Housing Inspection Program**. Funding for inspection of rental units located in CDBG target areas to find and correct code violations.	Housing	Yes	$80,502	$0	$80,502	$80,502	$80,502	Recommend funding at same level as previous years
Neighborhood Services Division	**Code Enforcement.** Funding to provide code enforcment services in the CDBG target areas.	Housing	Yes	$86,000	$0	$86,000	$86,000	$73,700	Recommend funding at same level as 07-08.
Public Works Department (Including use of existing SNIIP funds)	New sidewalks, ADA ramps, lighting in the Cordova Towne area of Rancho Cordova.	Public Facilites	Yes	$400,000	$350,000	$233,316	$0	$0	Recommend allocating the $166,684 available in the previously funded SNIIP program, plus $233,316 for a total amount of $400,000 to Public Works for this project.
Housing Division	**Strong Neighborhoods Initiative Incentive Program (SNIIP).** Funding to reward low- and moderate income homeowners in target areas for successfully improving their neighborhoods	Public Facilites	Yes	$45,471	$0	$45,471	$60,834	$105,850	Recommend funding to replace funds redirected into the Public Works project.
Housing Division	**Emergency Repair Program.** Funding provides forgivable loans for emergency repairs to low-income homeowners, eliminating health and safety hazards in	Housing	Yes	$65,000	$0	$65,000	$100,000	$83,400	Recommend reduction of funding from previous years due to budget constraints.
City Departments Administration and Planning	**Administration and Planning** of CDBG program	Admin/Planning	Yes	$121,541	$0	$121,541	$120,581	$140,845	Recommended amount of funding reflect the 15% cap, less the amount for Fair Housing services.
Fair Housing Counseling The Center for Human Rights Law and Advocacy	**Fair Housing Counseling.** The Center for Human Rights Law and Advocacy promotes fair housing opportunities by providing education and outreach to tenants and landlords, and affirmitavely enforce fair housing laws by investigating, testing, and random audits of rental housing. Funding would provide services to 436 persons, of which 222 are expected to be low- to moderate- income.	Admin/Planning	Yes	$20,000	$0	$15,000	$20,000	$0	Recommend a reduction from prior years due to budget constraints.
					TOTAL FUNDING FOR PUBLIC FACILITIES:	**$298,787**			
					TOTAL FUNDING FOR HOUSING:	**$231,502**			
					TOTAL FUNDING FOR ADMINISTRATION/PLANNING:	**$136,541**			
					TOTAL FOR ALL ACTIVITIES/PROGRAMS:	**$769,235**			

Available for 2008-2009 program year:	**$**	**682,705**
Available to re-allocate:	**$**	**86,530**
Total funding available:	**$**	**769,235**

* Leveraged funds means funds from other sources (e.g., grants, private donations) that the organization has received or will receive for use on the project or program.

Attachment 2
CDBG Program Funding History

2006-2007 PROGRAM YEAR

Activity/Program	Administrative Responsibility	Initial Program Year Award	Recaptured/ Redirected (-)	Re-allocated (+)	Total Funds Spent	Carried Over to Next Year
HOUSING						
Owner-Occupied Housing Rehabilitation Program	City	$129,600	($129,600)	$0	$0	$0
Emergency Repair Program	City	$83,400	$0	$0	$83,400	$0
Home Repair Assistance Program	Sub-recipient	$26,250	($26,250)	$0	$0	$0
Rental Housing Inspection Program	City	$80,502	($30,502)	$0	$0	$50,000
Code Enforcement	City	$73,700	$0	$0	$73,700	$0
PUBLIC FACILITIES						
White Rock Park Improvements	City	$28,996	$0	$0	$0	$28,996
Strong Neighborhoods Initiative Incentive (SNIIP)	City	$0	$0	$105,850	$0	$105,850
PUBLIC SERVICES						
Safe Harbor After School Program	Sub-recipient	$12,269	($3,750)	$0	$8,519	$0
Roots and Horizons	Sub-recipient	$24,375	$0	$0	$24,375	$0
Meals on Wheels	Sub-recipient	$54,990	$0	$0	$54,990	$0
Respite CLUB	Sub-recipient	$7,000	$0	$0	$7,000	$0
Sacramento Self-Help Housing	Sub-recipient	$7,000	($2,278)	$0	$4,722	$0
CLEARANCE						
Clearance	City	$35,300	$0	$0	$0	$35,300
PLANNING AND ADMINISTRATION						
Planning and Administration	City	$140,845	$0	$0	$140,845	$0
	Total:	**$704,227**				

2007-2008 PROGRAM YEAR

Activity/Program	Administrative Responsibility	07-08 Program Year Award	Carryover from 06-07	Recaptured/ Redirected (-)	Re-allocated (+)	Funds Available
HOUSING						
Emergency Repair Program	City	$100,000				$100,000
Rental Housing Inspection Program	City	$30,502	$50,000			$80,502
Code Enforcement	City	$86,000				$86,000
PUBLIC FACILITIES						
White Rock Park Improvements (06-07)	City	$0	$28,996			$28,996
White Rock Park Improvements (07-08)	City	$179,555		($130,000)		$49,555
Cordova Villa School	Sub-recipient	$0			$130,000	$130,000
Strong Neighborhoods Initiative Incentive (SNIIP)	City	$60,834	$105,850			$166,684
PUBLIC SERVICES						
Roots and Horizons	Sub-recipient	$24,877				$24,877
Meals on Wheels	Sub-recipient	$34,990			$10,000	$44,990
Respite CLUB	Sub-recipient	$8,760				$8,760
Sacramento Self-Help Housing	Sub-recipient	$6,932				$6,932
WEAVE	Sub-recipient	$16,875				$16,875
Human Rights/Fair Housing	Sub-recipient	$10,000		($10,000)		$0
Homeownership Counseling	City	$3,000				$3,000
CLEARANCE						
Clearance	City	$0	$35,300			$35,300
PLANNING AND ADMINISTRATION						
Planning and Administration	City	$140,581		($20,000)		$120,581
Human Rights/Fair Housing	Sub-recipient	$0			$20,000	$20,000
	Total:	**$702,906**				

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Jeffrey S. Beiswenger, AICP, Senior Planner

SUBJECT: **CALL UP OF THE CAPITAL VILLAGE REFLECTIONS / BROWNSTONES DESIGN REVIEW AMENDMENT, PROJECT NO. RC-07-318**

OWNER / APPLICANT / DEVELOPERS:

Beazer Homes Holdings Corp.
Alan Newman/Roger Stanton
3721 Douglas Blvd., Suite 100
Roseville, CA 95661

PROJECT:	Capital Village Reflections / Brownstones – Design Review Amendment
FILE:	RC-07-318
LOCATION:	East of Zinfandel Drive and south of Data Drive/ Disk Drive, extending south past International Drive
APN:	APN: 072-0680-0010 to 072-0680-0021 and 072-0680-0034 to 072-0680-0038
PLANNER:	Jeffrey S. Beiswenger, AICP, Senior Planner

RECOMMENDATION

Adopt Resolution No. 30-2008 affirming the Planning Commission decision to approve the design review amendment submitted by Beazer Homes for the single family Reflections design to be applied to homes in the Capital Village Brownstone District.

RESULT OF RECOMMENDED ACTION

Approval of project will allow the applicant to obtain building permits to construct the Reflections home models in the Capital Village, Brownstone District.

BACKGROUND

Beazer Homes is requesting a Design Review approval for the single family product line called Reflections in the Capital Village project. When originally approved, this product line was called Brownstones. The Reflections product line is located within the Brownstone zoning district as defined by the Capital Village SPA. The applicant is proposing four new house plans which modify the original approval for the project. The most significant changes are the elimination of the three-story house plan and the reconfiguration of the floor plans to include a small private outdoor courtyard on each parcel. The Planning Commission originally approved the residential design review for all housing types for Capital Village in June 2005 (Resolution No. 36-2005).

Summary of Planning Commission Discussion at February 14, 2008 Hearing

The Planning Commission voted in favor of the Reflections design review amendment at the February 14, 2008 meeting. Residents of Capital Village also testified in favor of the design changes. The following is a summary of key Planning Commissioner comments (the full minutes are attached as Attachment 2):

- Questions arose regarding the usability of the small patios. In particular the use of the adjacent wall of the neighboring home. The new home design features a small, but usable patio area – approximately 12 x 12 in dimension. The Beazer representative indicated that the wall of the adjacent home could be used for limited purposes (e.g. trellis, bench, planters, etc.)

- A concern regarding the look of the facades facing a corner lot was raised. The home plans will be flipped when a home is on the corner so that the façade with windows will face the street. This will provide the facade detail needed.

- A concern was expressed that the new home designs lack vibrancy and could use a greater variety of materials (e.g. brick, slate, etc.). However, no action was taken by the Planning Commission to require a design change. The applicant responded that certain materials are not cost effective. The new designs are consistent in character with the prior design approvals in terms of color palette and materials.

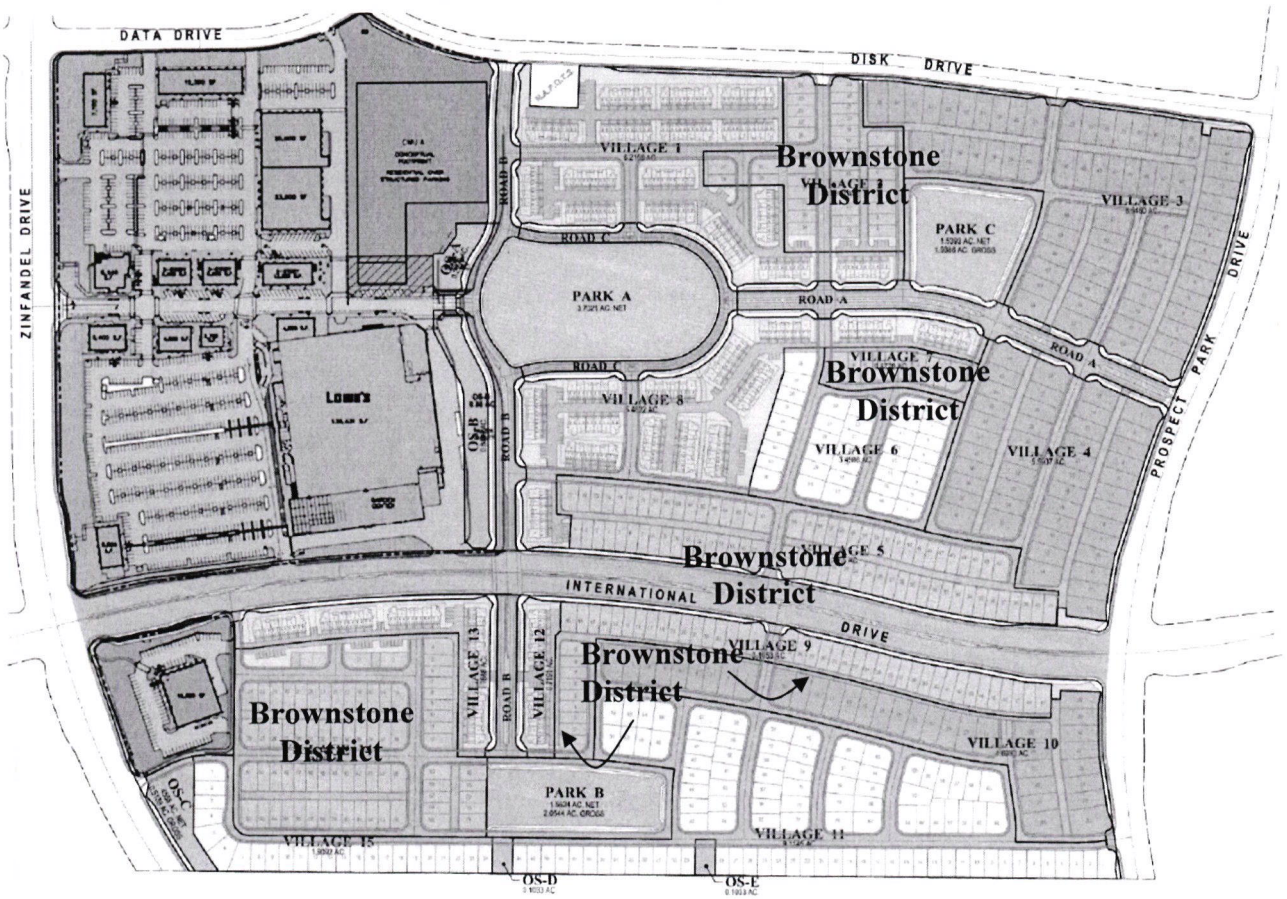
- Questions regarding parking, landscaping and trash enclosure were raised. These elements of the project will remain unchanged from the prior approvals. Two car garages will be accessed from the alley for resident parking. Visitor parking will be available along the streets in front of the units. The landscaping for each individual lot will be required to comply with the prior approvals. This includes a canopy tree in each front yard. Trash enclosures for each lot will be required as specified in the Capital Village SPA.

Project Summary

The Capital Village project is a 117-acre mixed-use development with 827 residential units and an adjacent commercial development. The Brownstone district portion of the project includes a total of 248 parcels on 18.7 acres. The proposed design approvals would allow the new Reflections product line to be built on 182 of these lots. The Reflections are single family detached units on small narrow lots. The units are to be built in a "zero lot line" configuration which means that one side of the home is set on the lot line with no, or zero, setback and the opposite side of the home has a minimum three foot setback. Many of the homes built with the original design, have been constructed, sold and are now occupied by homeowners.

The Capital Village project site is bordered by Data and Disk Drives to the north, Prospect Park Drive to the east, Zinfandel Drive to the west and the Villages at Zinfandel subdivision to the south. International Drive bisects the property in an east to west direction through the southern portion of the site. The following map in Figure 1 identifies the location of the Brownstone Districts.

Figure 1. Capital Village Site Plan

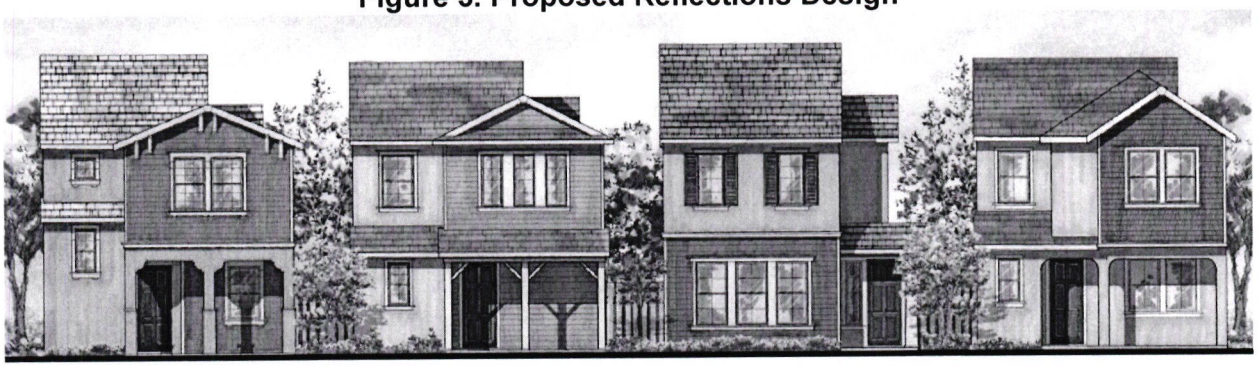


Original Design Review Approval

The Planning Commission approved the designs for the Brownstones and the related landscaping plan in June 2005. The Brownstone District is a component of the full Capital Village with five separate blocks of Brownstones located throughout the project. The facades from the SPA document are included as Figure 2 below followed by the proposed new designs as Figure 3.

Figure 2. Original Approved Brownstone Design

Figure 3. Proposed Reflections Design



The applicant has demonstrated to the satisfaction of planning staff that the proposed design review amendment does not lessen, and in certain ways improves upon, the original approval. The significant differences between the original approval and the proposed re-design include:

- Elimination of the three story home design. The applicant has indicated that this home design was not selling well. It is not clear whether it was due to the three story height, a high price point, or an undesirable floor plan. The elimination of the three-story home is unfortunate, since it provided some visual diversity to the streetscape. The replacement two-story home is a satisfactory replacement.

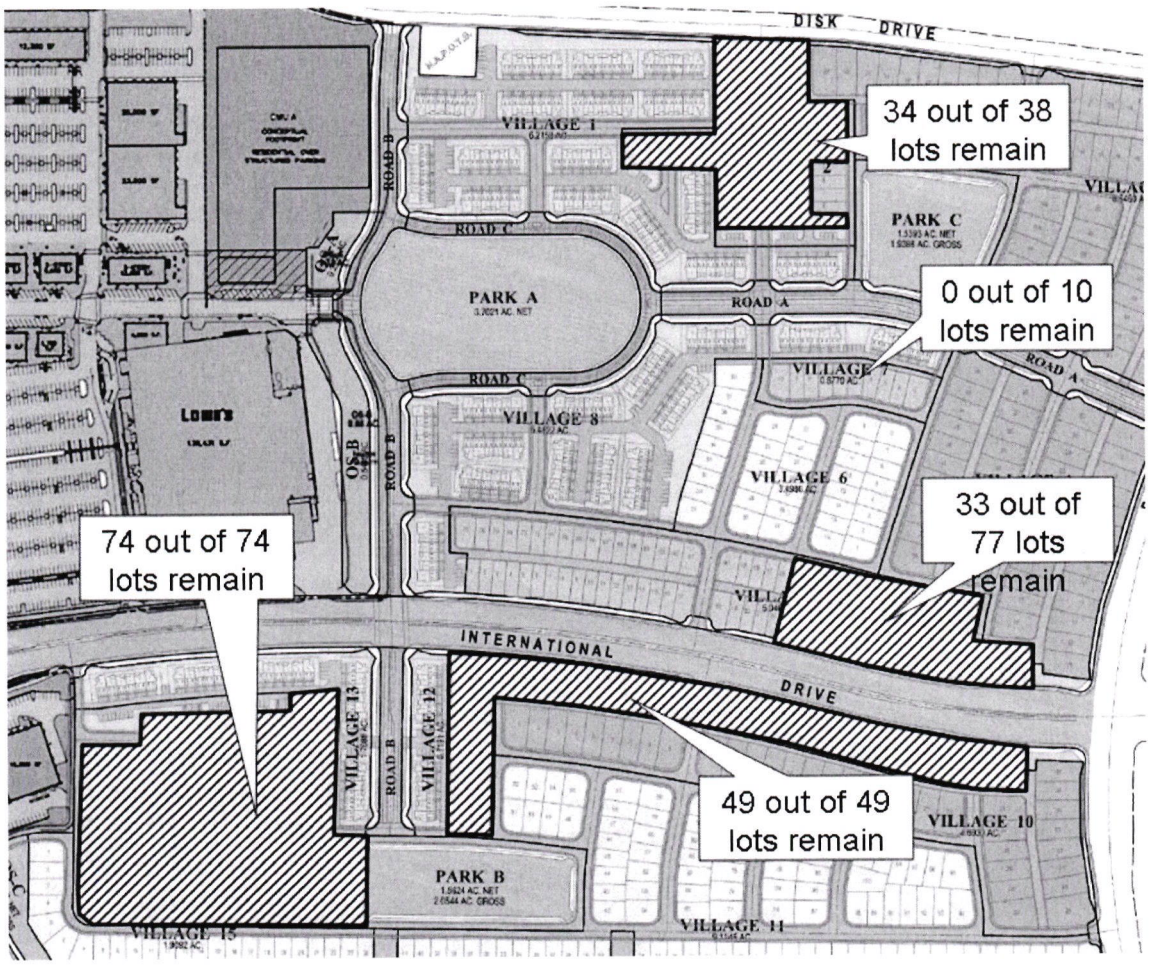
- Creation of more private outdoor space on each lot. The first floor plan has been reconfigured and side yard has been expanded on each home site to include a small private courtyard area. The original Brownstone design included very little private outdoor space. This change shifts more of the interior space from the first floor to the second floor.

PROJECT ANALYSIS

The new Reflections home designs would apply to all remaining lots within the Capital Village Brownstone District (see Figure 4). The subdivision map approved for the project includes 248 lots within the Brownstone District – 66 homes have been constructed under the 2005 design review approval. The new design would apply to the remaining 182 lots. Approximately half of

the total lots within the Brownstone District (123 out of 248) are located south of International and would be constructed in a later phase of development - after the homes north of International Drive have been completed.

Figure 4. Lots Remaining in Brownstone District for Reflection Home Styles



This project has been analyzed with regards to the Design Review Ordinance and the Capital Village Special Planning Area (CVSPA). The project has also been analyzed to ensure that it fits in within the context of the Capital Village neighborhood, which includes single family residential units built according to the original design.

Design Review Ordinance

Residential projects must address relevant provisions of the City's adopted Design Review Ordinance. These provisions are provided below, followed by Staff comments:

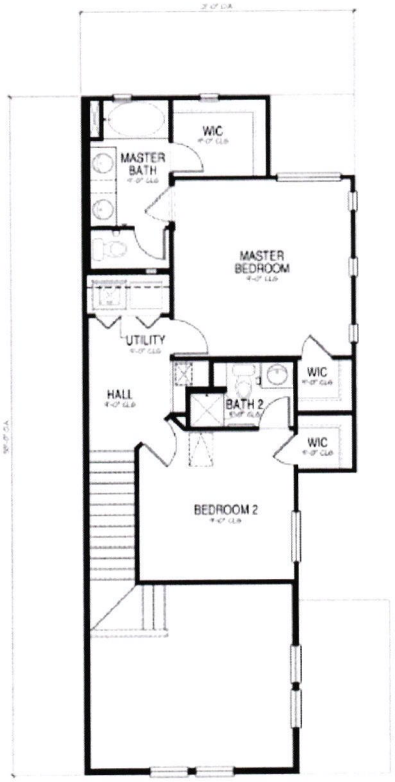
1. *Home designs that incorporate authentic architectural styles. Particular attention shall be paid to the design of all front and side elevations facing the street or open space areas. All other elevations interior to the lot shall include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim):*

Staff Comment: The Reflections have articulated front and side façade elevations. The façade on the "zero lot line" is blank by building code requirement. Windows and doors are articulated with three-dimensional trim. The façades are true to the Capital Village SPA architectural styles (shingle, national, etc.).

Figure 5. Sample Facade

national

Figure 6. Sample Floor Plan



upper floor

main floor

2. *Diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood:*

   Staff Comment: The proposed design provides four different floor plans, each with four different façades, for a total of sixteen different design options. This should avoid repetition and ensure visual diversity throughout the project. A condition of approval will be included to restrict facades from repeating on adjacent parcels.

3. *Variety in mass and scale of homes that is visually appealing from the street:*

   Staff Comment: This provision is adequately addressed. The applicant has provided designs that are visually appealing from the street. A variety of roof forms, façade articulation, changes in depth and massing of homes all help create visual diversity and interest. The design also creates articulation on the façades which creates interesting shadow lines and visual diversity from the street, as well as providing opportunities for private open space for the homeowners.

4. *Landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street:*

   Staff Comment: The landscape submittal for the Capital Village project provides a comprehensive package of design details on parks, open space drainage features, entry monuments, streetscapes, street trees, transit stops and project lighting. The Brownstone designs fit into the approved landscape plans.

5. *Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City:*

   Staff Comment: The focus of this project is on entry level to mid-level housing. This is a pricing level which is not widely available in the City, or the region. The project accomplishes this provision by providing a range of small to mid-sized homes.

The required design review findings and resolution are attached to this document (Attachment 1).

Special Planning Area

The Reflections are within the Capital Village, Special Planning Area (CVSPA) and are subject to the provisions within this document. The proposed project is consistent with the designated Brownstone District within the CVSPA document. The design of the "Reflections" is consistent with the Brownstone District. Specifically, the Reflections design concept complies with the SPA document as follows:

- Provides an alley-loaded product that provides a street scene free of garage doors.
- Each unit has direct access to the public sidewalk system.

- To encourage safe neighborhood design, each unit is designed to allow adjacent open space, sidewalks and parking area to be monitored from within residential units.

- Landscaping is complementary to the architecture.

- Repetition between adjacent lots/buildings and along streetscapes is avoided by providing sixteen different home design options that can be alternated along the street. This avoids repeating buildings adjacent to one another.

- Roof forms and variations in structural massing are used to reduce the bulk of residential units.

- All facades, particularly the front facade, include architectural details which provide depth, interest and variation to avoid a "flat" appearance.

CONDITIONS OF APPROVAL SUMMARY

Staff recommends the following conditions:

- Requires that homes are pre-plotted and presented to the Planning Department to ensure that identical homes are not placed on adjacent parcels. The Condition also include that the floor plan is "flipped" so that the façade with windows always faces a street – avoiding a blank wall in these circumstances.

- Requires review and approval of the construction documents prior to building permit issuance to ensure conformance to design review approvals.

- Completed landscaping and finished building details built according to plan prior to occupancy.

- Individual lot landscaping shall be provided and approved by the Planning Department for the single family homes prior to issuance of building permits.

RECOMMENDED MOTION

I move that the City Council adopt Resolution No. 30-2008 affirming the Planning Commission decision to approve the design review amendment submitted by Beazer Homes for the single family Reflections design to be applied to homes in the Capital Village Brownstone District subject to Conditions of Approval.

ATTACHMENTS

1. City Council Resolution No. 30-2008 (Design Review Submittal, Exhibit A; Conditions of Approval; Exhibit B).
2. Planning Commission Minutes, February 14, 2008.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 30-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW AMENDMENT FOR CAPITAL VILLAGE REFLECTIONS HOME DESIGNS PROJECT # RC-07-318

WHEREAS, Beazer Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Design Review amendment for the Capital Village Reflections (Assessor's Parcel Numbers 072-0680-0010 to 072-0680-0021 and 072-0680-0034 to 072-0680-0038) to be constructed in the Brownstone District of the Capital Village Special Planning Area; and

WHEREAS, the original design review for the Capital Village residential project was approved by the Planning Commission in 2005 by Resolution 36-2005 and included home designs for the Brownstone district that will be replaced by this amendment; and

WHEREAS, the Planning Commission as the appropriate authority to hear and take action on this application conducted a properly noticed public hearing on February 14, 2008 pursuant to Government Code Section 65090, considered all written and verbal testimony presented during the hearing, and approved the Design Review amendment; and

WHEREAS, the decision of the Planning Commission was called-up by a member of the City Council for a public hearing in front of the full City Council for reconsideration at the March 17, 2008 meeting and the City Council is the appropriate authority to hear and take final action; and

WHEREAS, the project site was analyzed as a part of the Capital Village, Final Supplemental Mitigated Negative Declaration, adopted in June 2006 by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

1. That the project site was adequately analyzed according to the California Environmental Quality Act Guidelines (CEQA):

   Finding
   The project has been analyzed as part of the Capital Village, Final Supplemental Mitigated Negative Declaration (MND), and is therefore in compliance with CEQA.

   Evidence
   The City of Rancho Cordova, City Council originally adopted the Capital Village, MND in 2005 as part of the creation of the Capital Village Special Planning Area (CVSPA) and the design review for the residential portion of the site. This document was updated in

June 2006 to analyze new environmental impact on the commercial portion of the site. The environmental issues were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. Approve the Design Review, subject to attached Design Review Package (Exhibit A), and Conditions of Approval (Exhibit B), supported by the following:

   a) Finding
   The proposed project is consistent with the objectives of the General Plan, complies with applicable CVSPA provisions and Rancho Cordova Design Guidelines.

   Evidence
   The proposed project is consistent with the designated Brownstone District within the CVSPA document. The design of the "Reflections" is consistent with the home styles defined in this document. Each unit features a traditional architectural style that is compatible with the adjacent unit and contributes to the overall unified village character of the project.

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

   Evidence
   The proposed architecture reflects a traditional architecture aesthetic that fits into the streetscape design approved as part of the original Capital Village residential design approval. The landscaping will remain mostly unchanged from the original landscape design approved for the Capital Village project.

   c) Finding
   The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

   Evidence
   The architecture of the proposed homes extends the architectural character of the adjacent neighborhood now under constructed in Capital Village. The new Reflections design incorporates the elements of the adjacent buildings. Mechanical equipment (air conditioners) are screened by roof parapets. Building materials are compatible with the adjacent buildings on the Capital Village site. Streetscape variety is achieved through façade articulation, building massing, different roof lines and façade elements.

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

Evidence
The home designs will not change the circulation of the site from the original design review approval. No conflict will be created between vehicles, bicycles, and pedestrians.

e) Finding
The residential subdivision is well integrated with the City's street network, creates unique neighborhood environments, reflects traditional architectural styles, and establishes a pedestrian friendly environment.

Evidence
The design submittal does not change the approved street network and pedestrian system. Direct pedestrian access is provided to each residential unit from the public sidewalk. Rear alley access is provided for vehicles to garages accessed from the back of the residential units.

BE IT FURTHER RESOLVED, the City Council approves the project subject to the submitted plans in Exhibit A, subject to required amendments, and Conditions of Approval in Exhibit B.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

CAPITAL VILLAGE

Beazer Homes

Rancho Cordova, CA

Conceptual Streetscape

28x68 Alley Product

EXHIBIT A

Beazer Homes

05S07060.00

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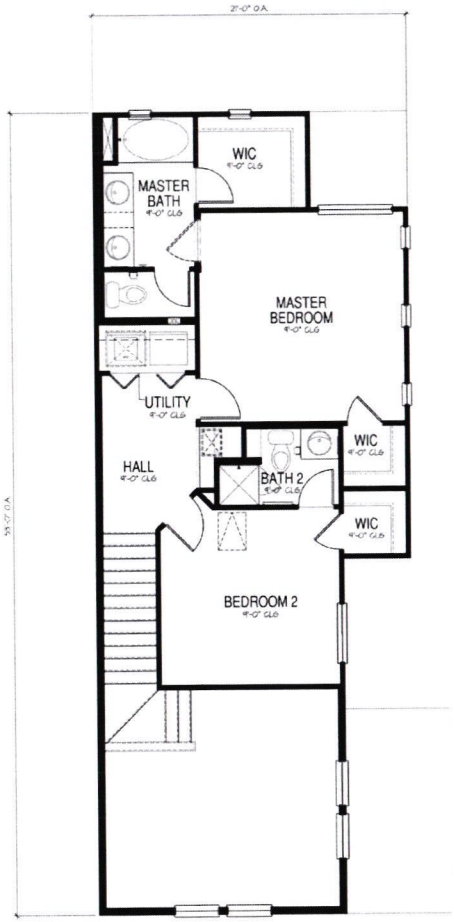
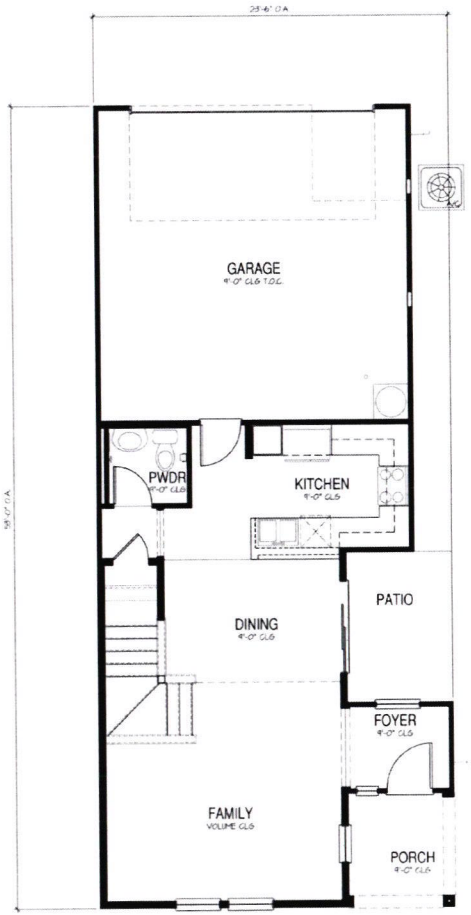
BSB DESIGN



upper floor



main floor

SQUARE FOOTAGES	
PLAN	
MAIN FLOOR	644
UPPER FLOOR	656
SUBTOTAL	800
GARAGE	435
TOTAL	1235
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 1 - floor plans

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural and MEP design requirements, and plan/floor plan changes etc.)

©2007 BSB Design

italianate

Plan 1B front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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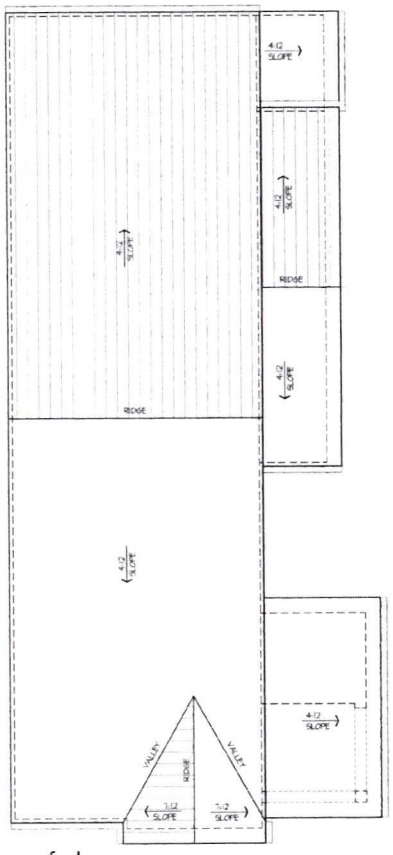
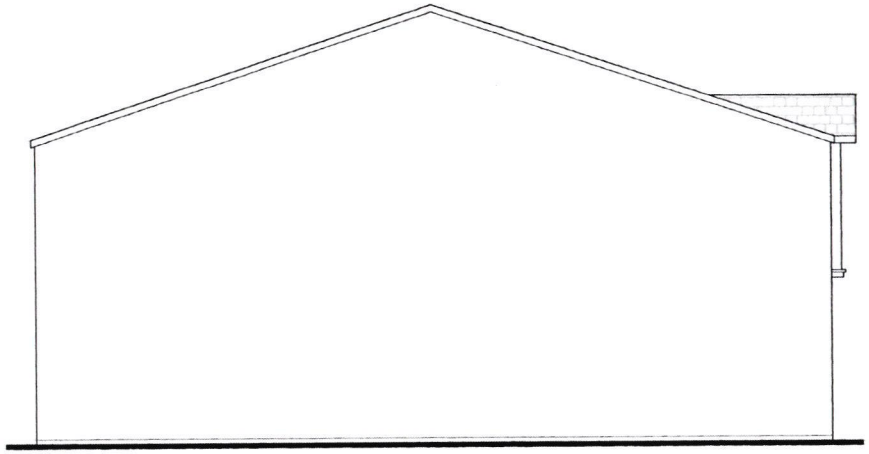


roof plan

right



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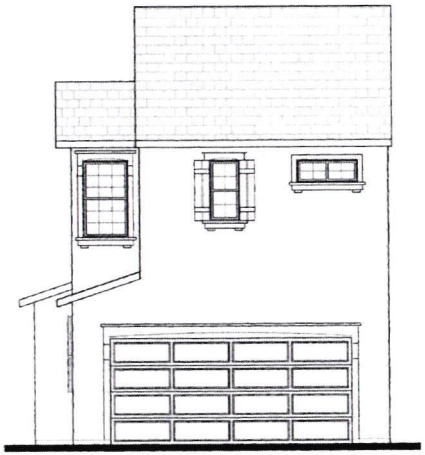

rear

Plan 1B elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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national

Plan 1C front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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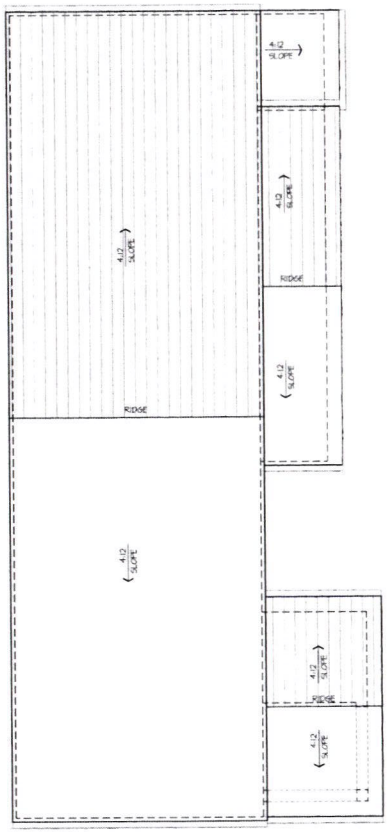
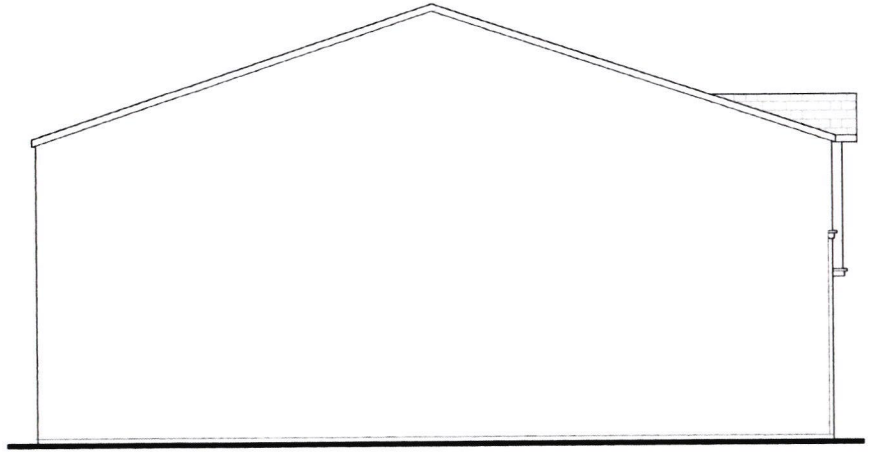


roof plan

right



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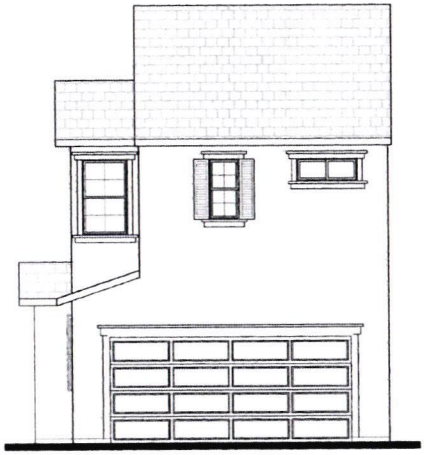

rear

Plan 1C elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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shingle

Plan 1D front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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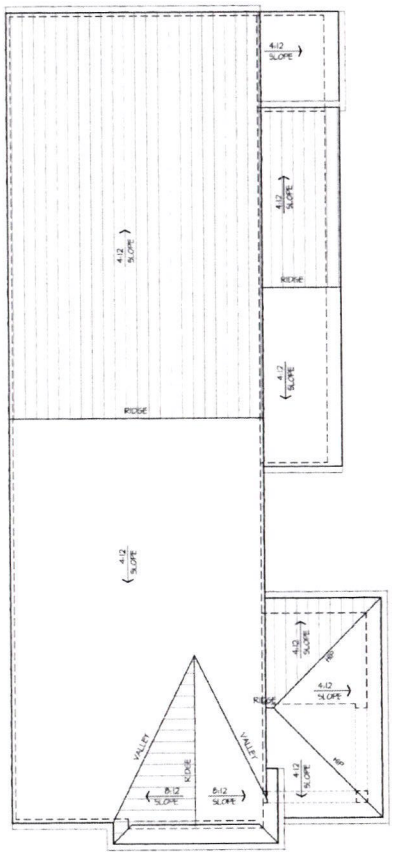
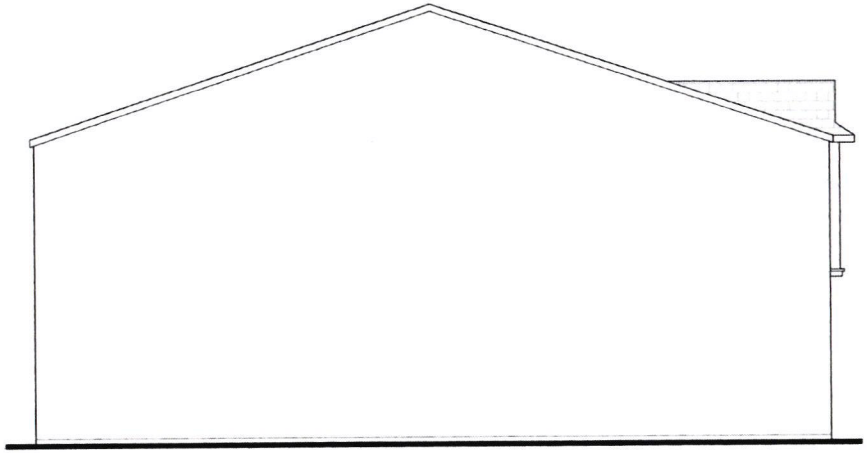


roof plan

right



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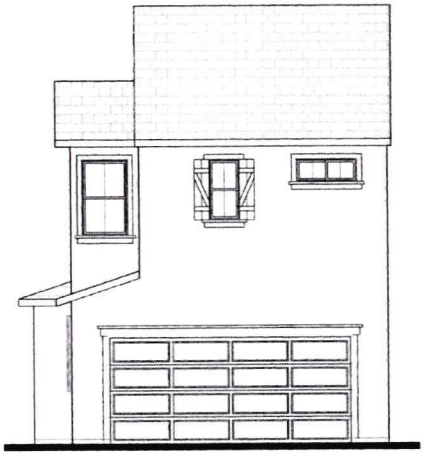

rear

Plan 1D elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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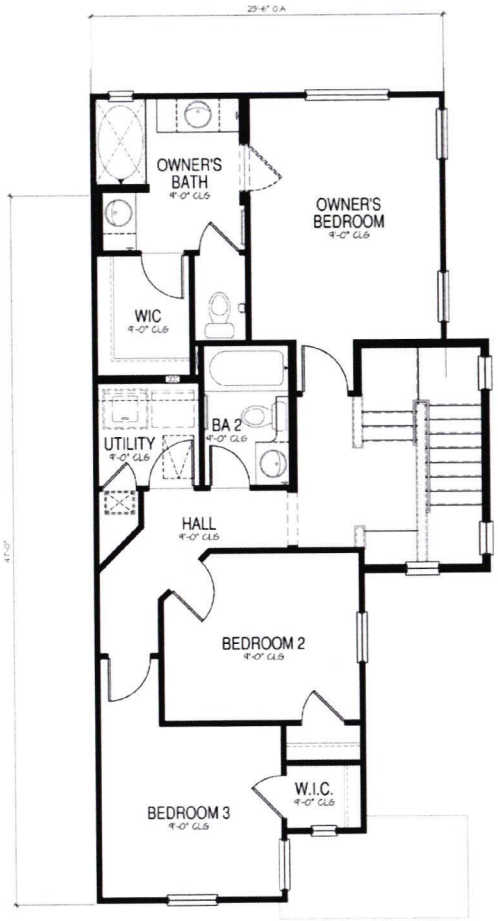
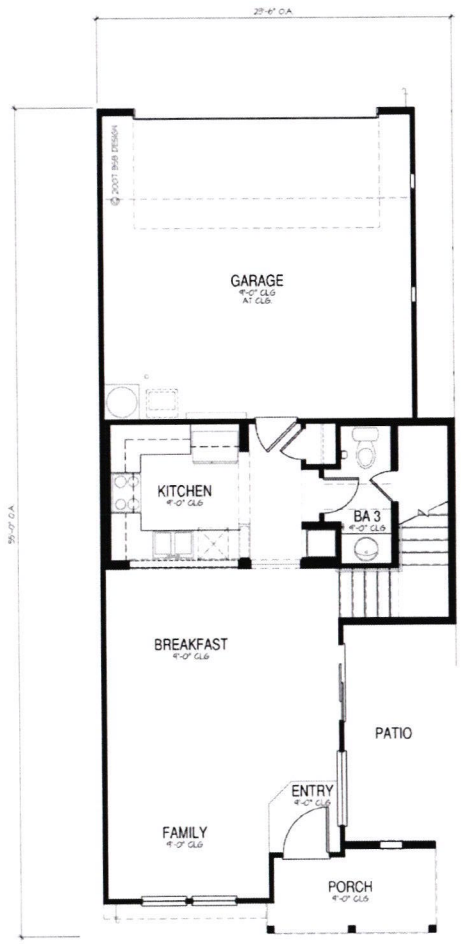


upper floor



main floor

SQUARE FOOTAGES	
PLAN 2	
MAIN FLOOR	625
UPPER FLOOR	786
SUBTOTAL	1421
GARAGE	441
TOTAL	1862
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 2 - floor plans

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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Plan 2A front elevation

28x68 Alley Product

EXHIBIT A

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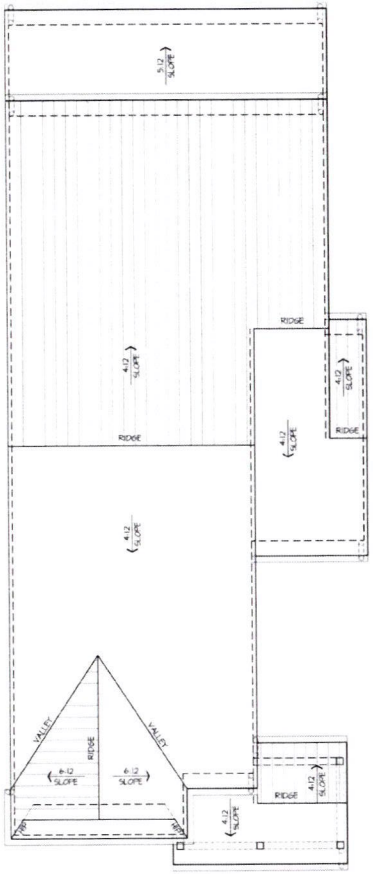
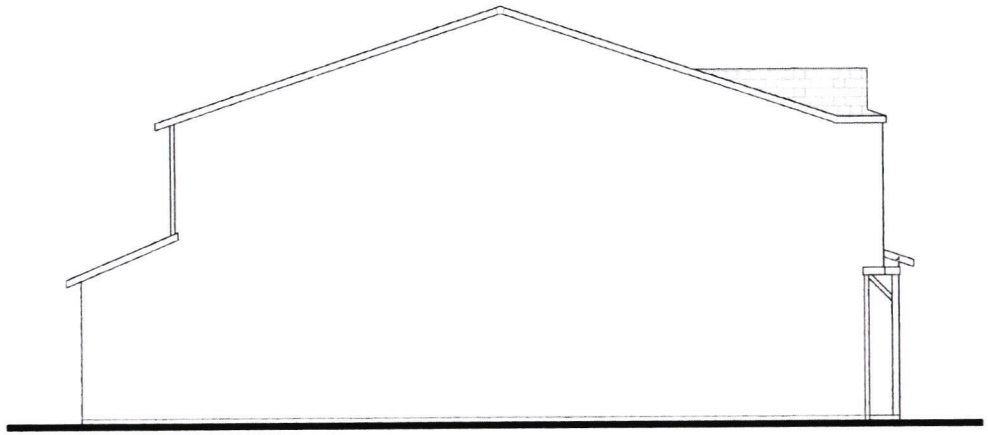


roof plan

right



left

rear

Plan 2A elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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Plan 2C front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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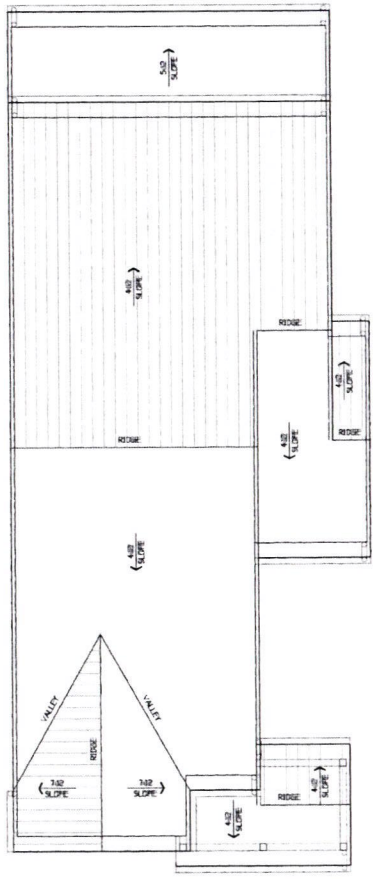
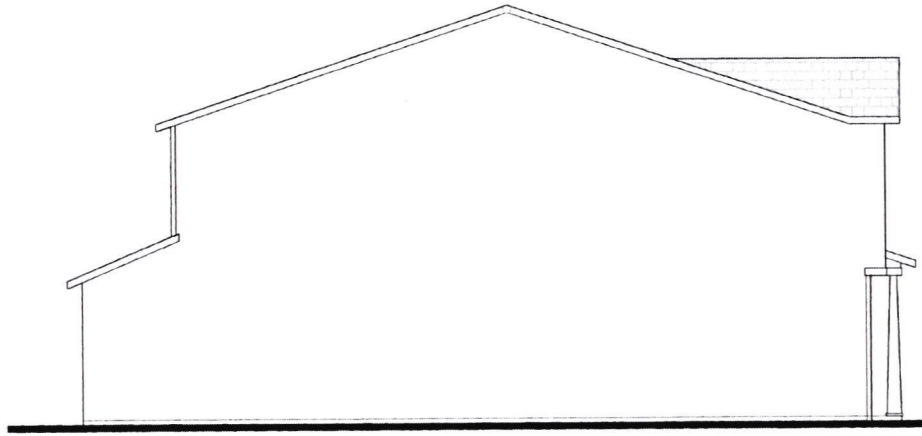


roof plan

right



left

rear

Plan 2C elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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shingle

Plan 2D front elevation

28x68 Alley Product

EXHIBIT A

Beazer Homes

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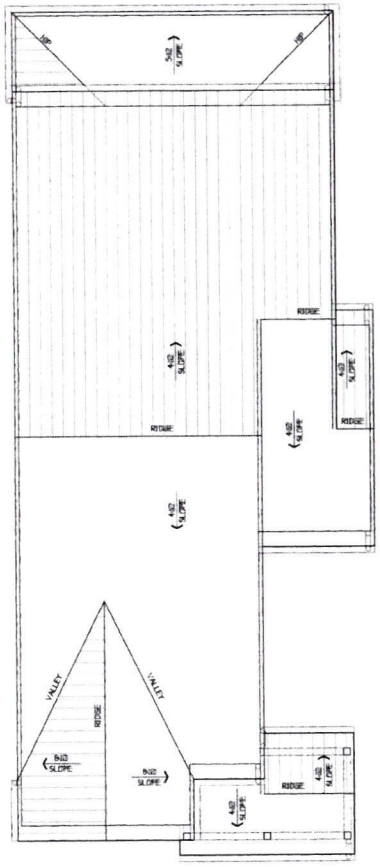
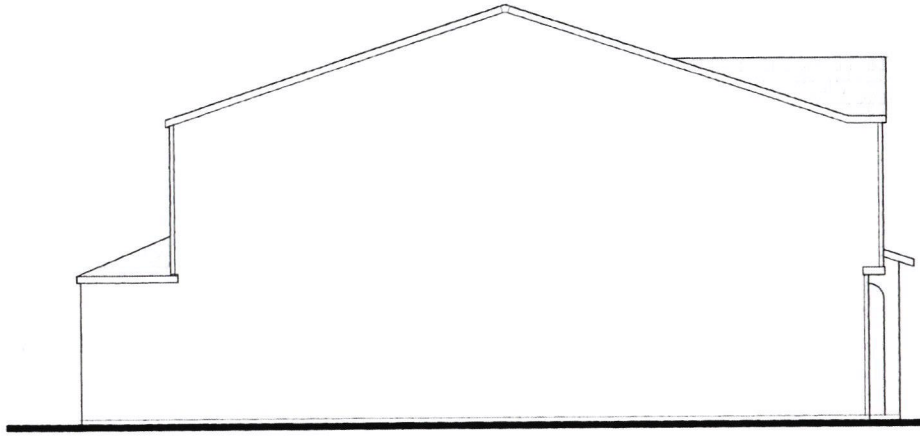


roof plan

right



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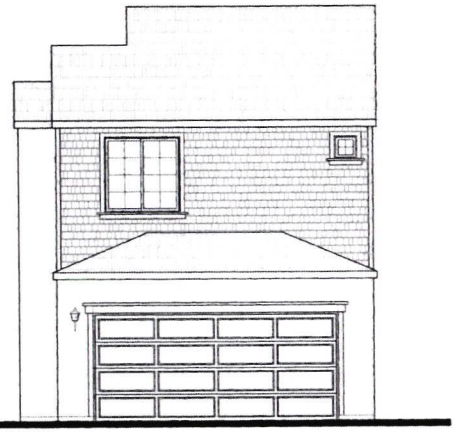

rear

Plan 2D elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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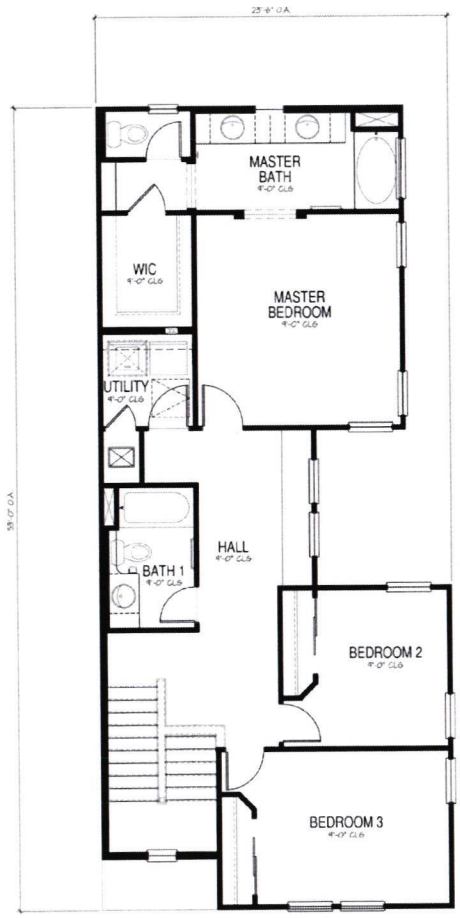
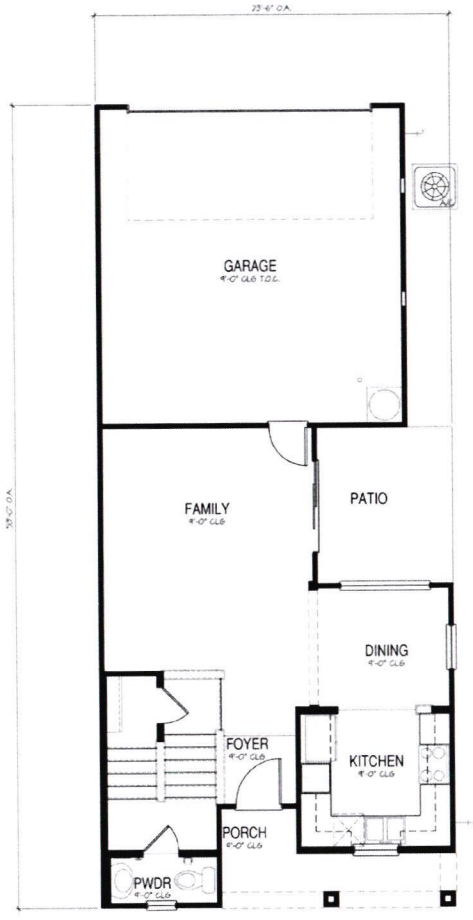


upper floor



main floor

SQUARE FOOTAGES	
PLAN 3	
MAIN FLOOR	567
UPPER FLOOR	940
SUBTOTAL	1511
GARAGE	432
TOTAL	2001
OPTION #1	----
OPTION #2	----
OPTION #3	----

Plan 3 - floor plans

28x68 Alley Product

EXHIBIT A

Beazer Homes

BSB DESIGN

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Plan 3A front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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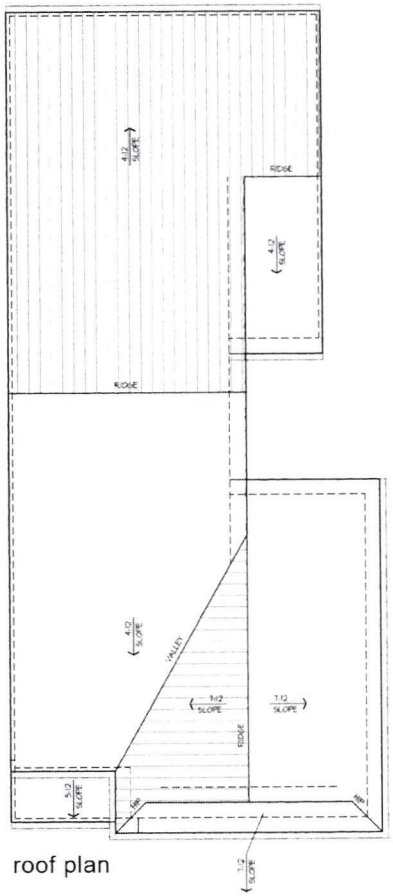
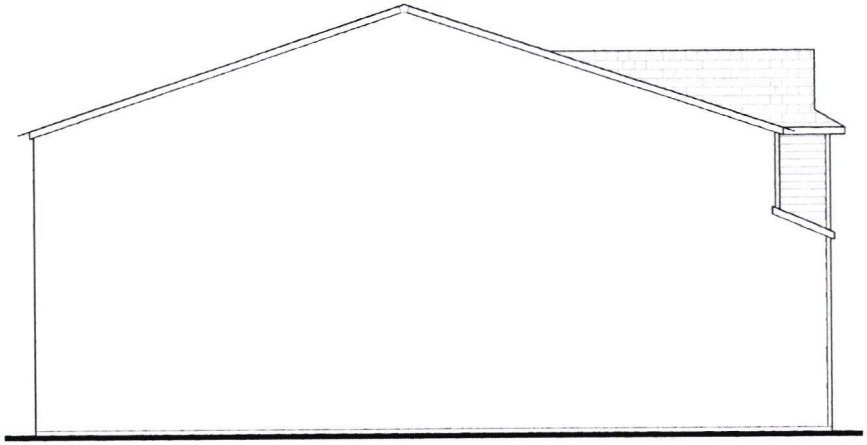


roof plan

right



left

rear

Plan 3A elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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Plan 3B front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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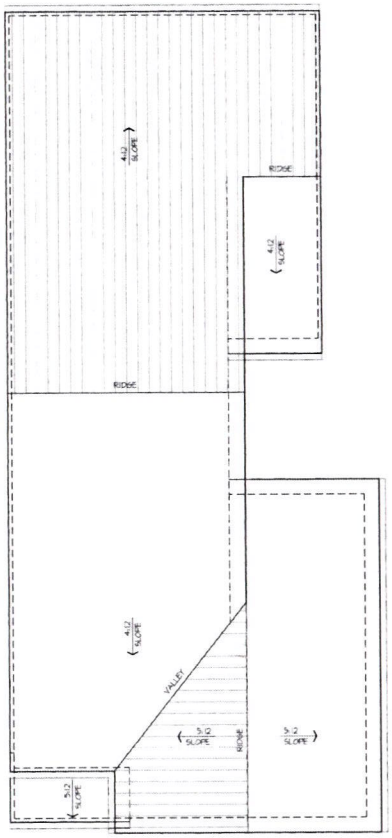
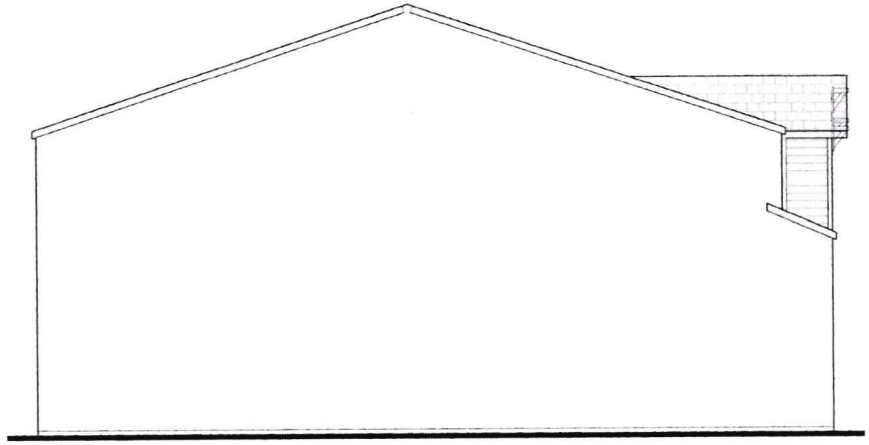


roof plan

right



left

rear

Plan 3B elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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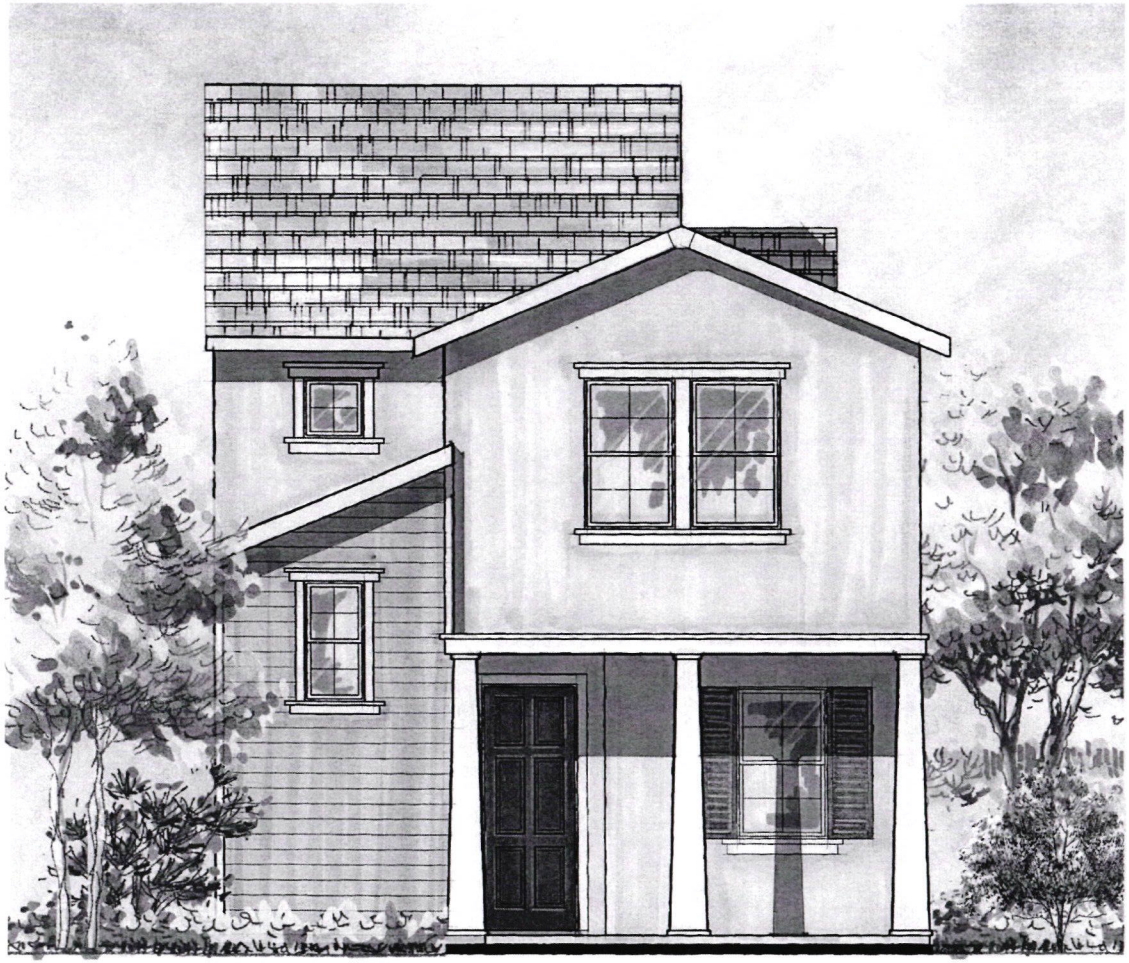

national

Plan 3C front elevation

28x68 Alley Product

EXHIBIT A

Beazer Homes

BSB DESIGN

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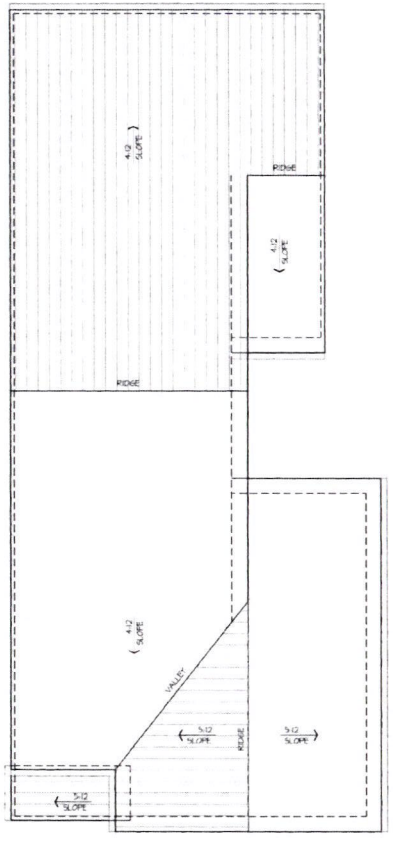
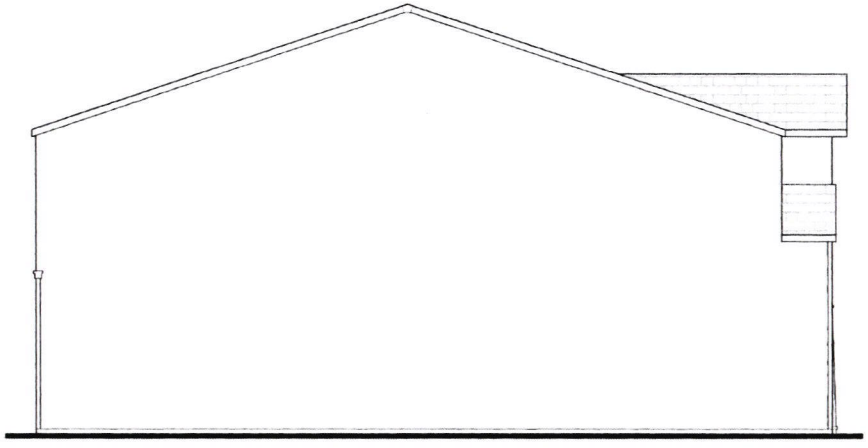


roof plan

right



left

rear

Plan 3C elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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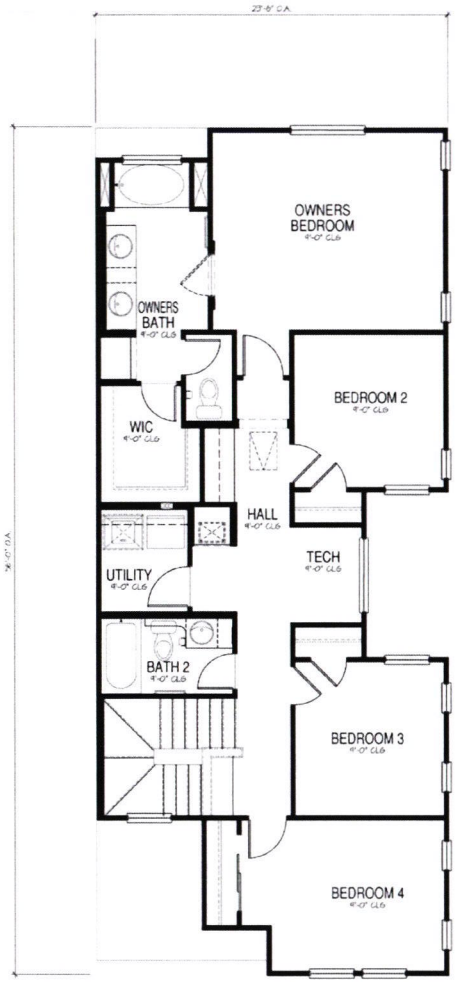
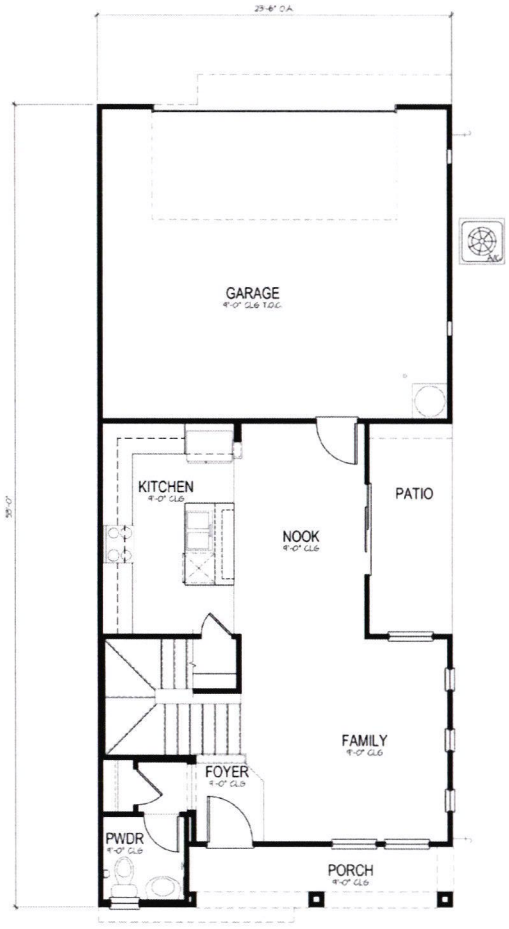


upper floor



main floor

SQUARE FOOTAGES	
PLAN 4	
MAIN FLOOR	660
UPPER FLOOR	1098
SUBTOTAL	1758
GARAGE	450
TOTAL	2208
OPTION #1	----
OPTION #2	----
OPTION #3	----

Plan 4 - floor plans

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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Plan 4A front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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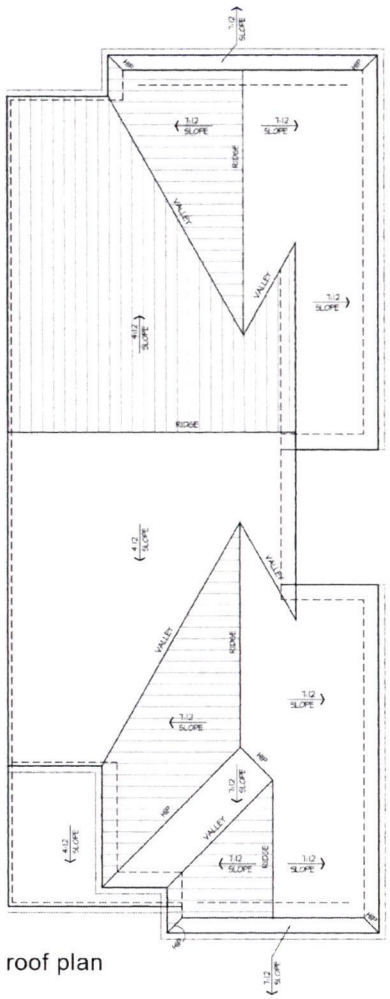
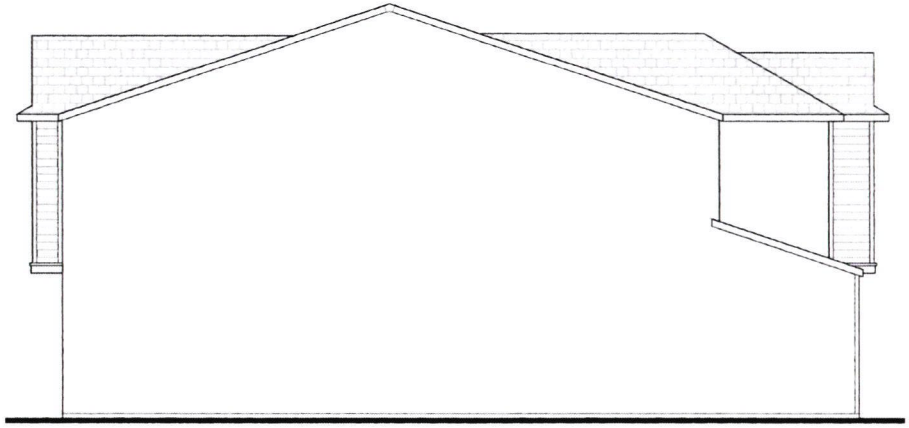


roof plan

right



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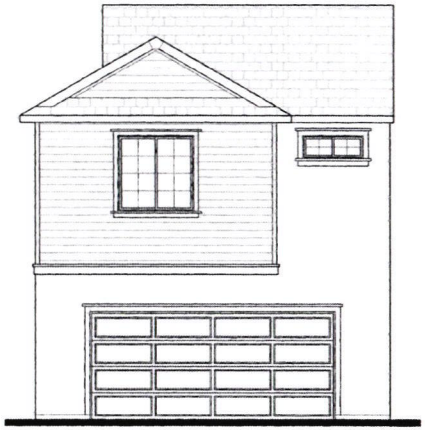

rear

Plan 4A elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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Plan 4B front elevation

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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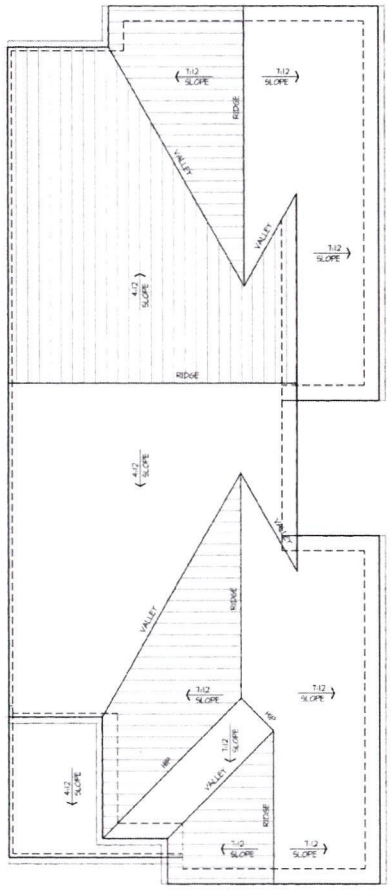
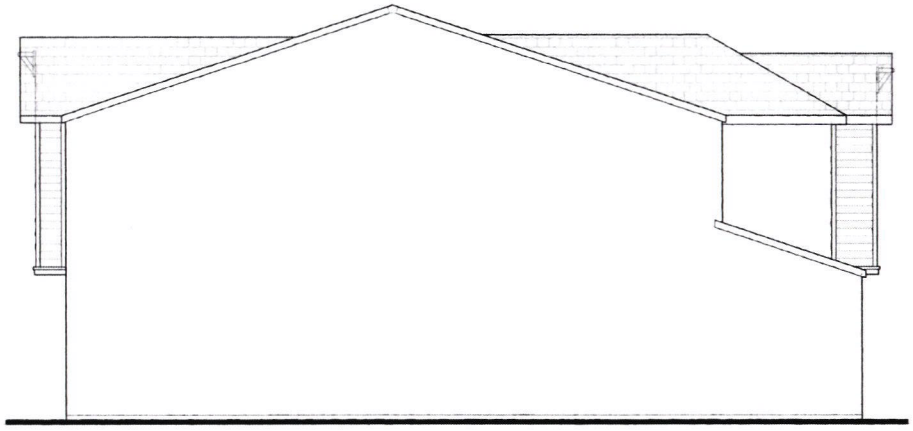


roof plan

right



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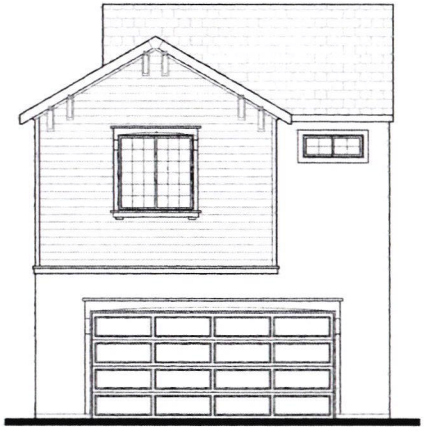

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Plan 4B elevations and roof plan

28x68 Alley Product

EXHIBIT A

BSB DESIGN

Beazer Homes

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shingle

Plan 4D front elevation

28x68 Alley Product

EXHIBIT A

Beazer Homes

BSB DESIGN

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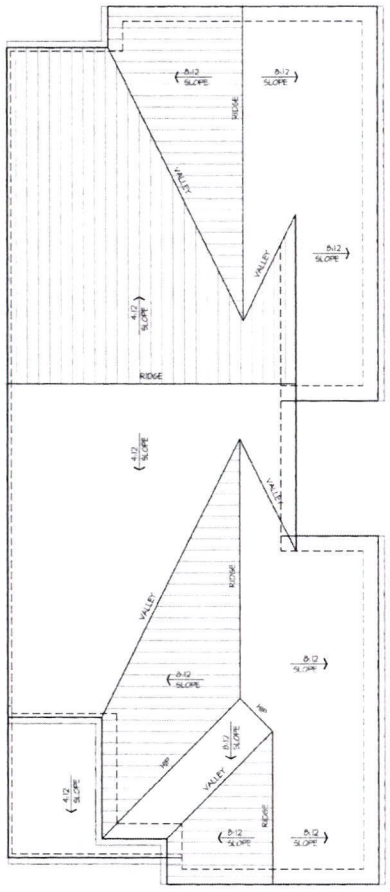
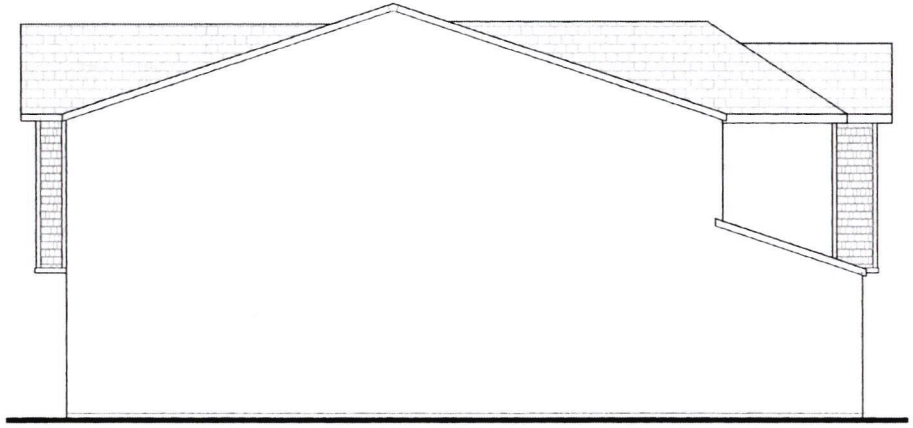


roof plan

right



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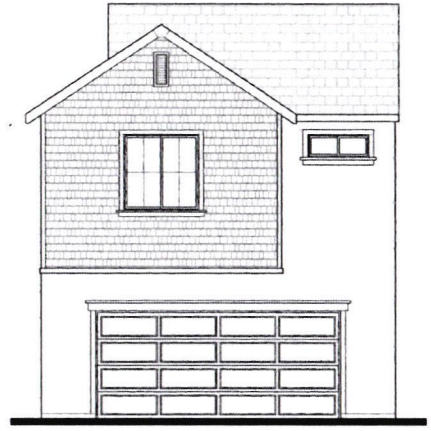


rear

Plan 4D elevations and roof plan

28x68 Alley Product

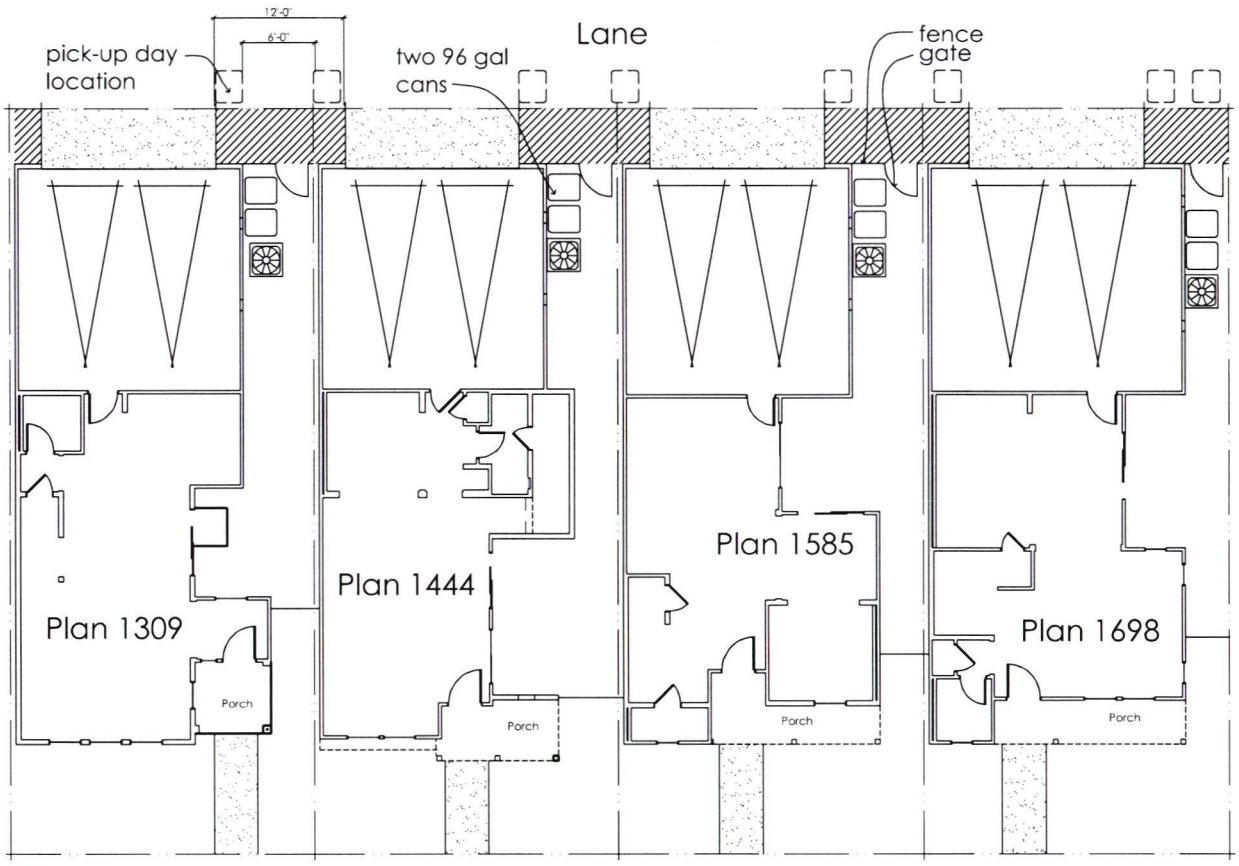
EXHIBIT A

Beazer Homes

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural and MEP design requirements, unit plan/floor plan changes etc.)

©2007 BSB Design

BSB DESIGN



Landscape
SOD
Hardscape
96 Gallon Cart

Paseo/Street

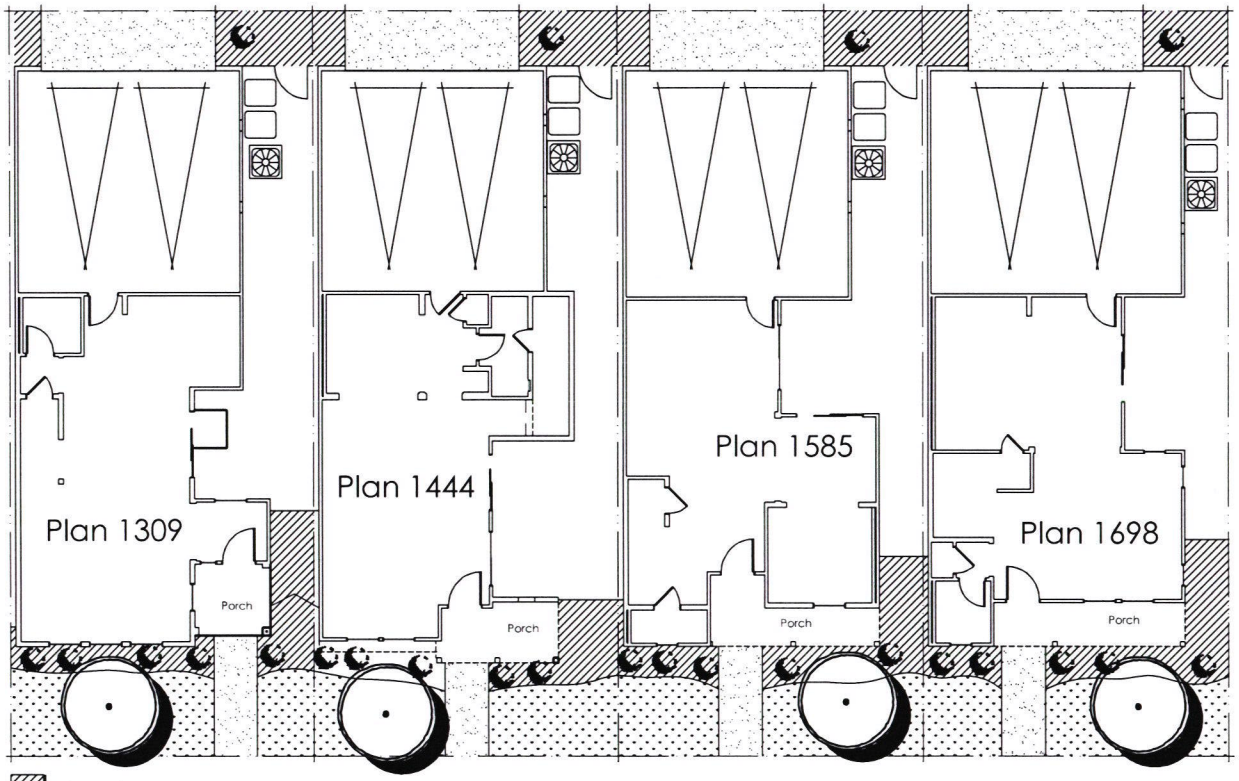
Minimum Setback Standards:

10' Front
3' Side
0' Side
5' Lane (Rear)

EXHIBIT A

CAPITAL VILLAGE
REFLECTION (38X68)
TRASH LOCATION EXHIBIT

Lane



Landscape
SOD
Hardscape
A/C Unit

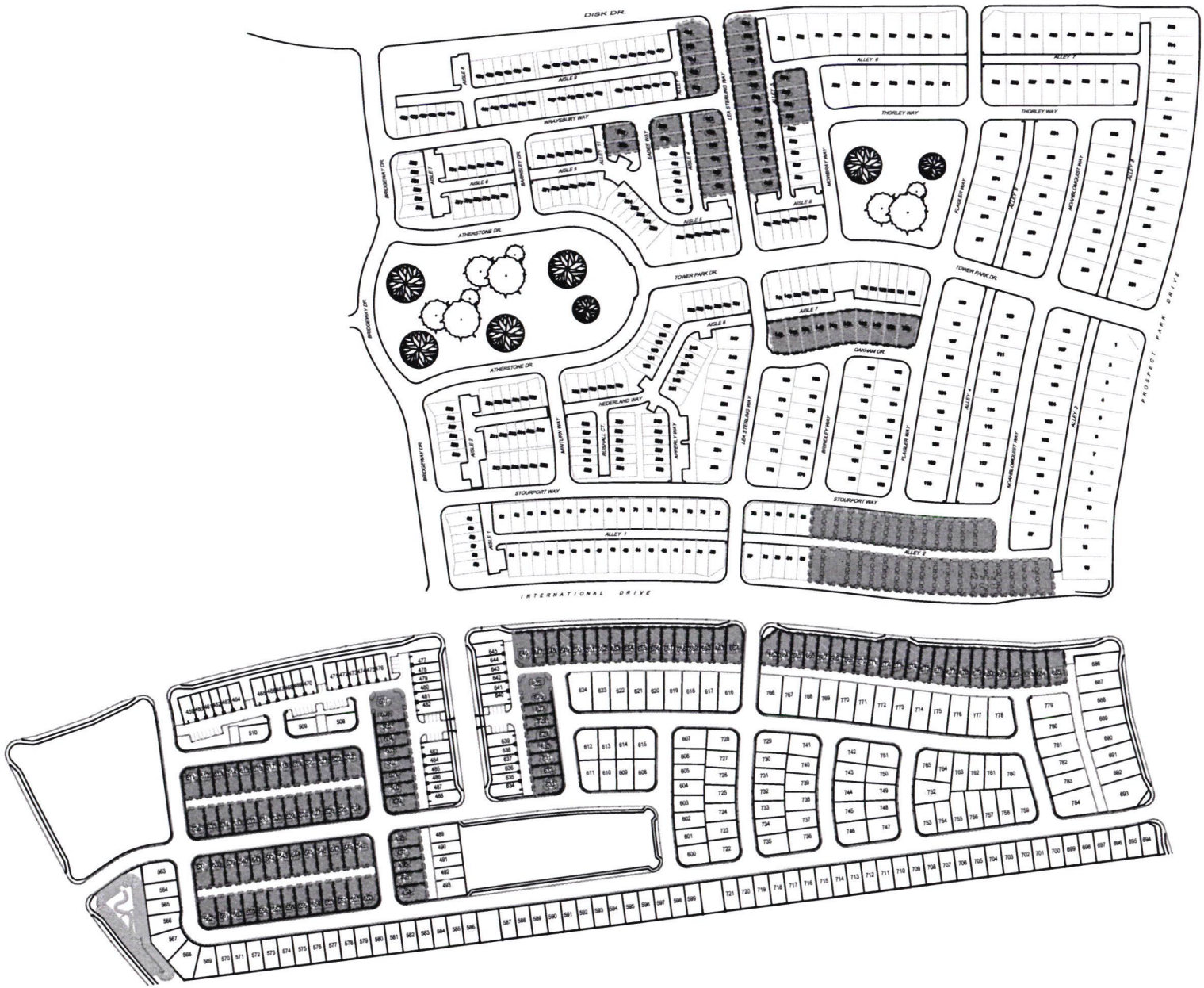
Paseo/Street

Minimum Setback Standards:

10' Front
3' Side
0' Side
5' Lane (Rear)

CAPITAL VILLAGE
REFLECTION (38X68)
TYPICAL LANDSCAPE EXHIBIT

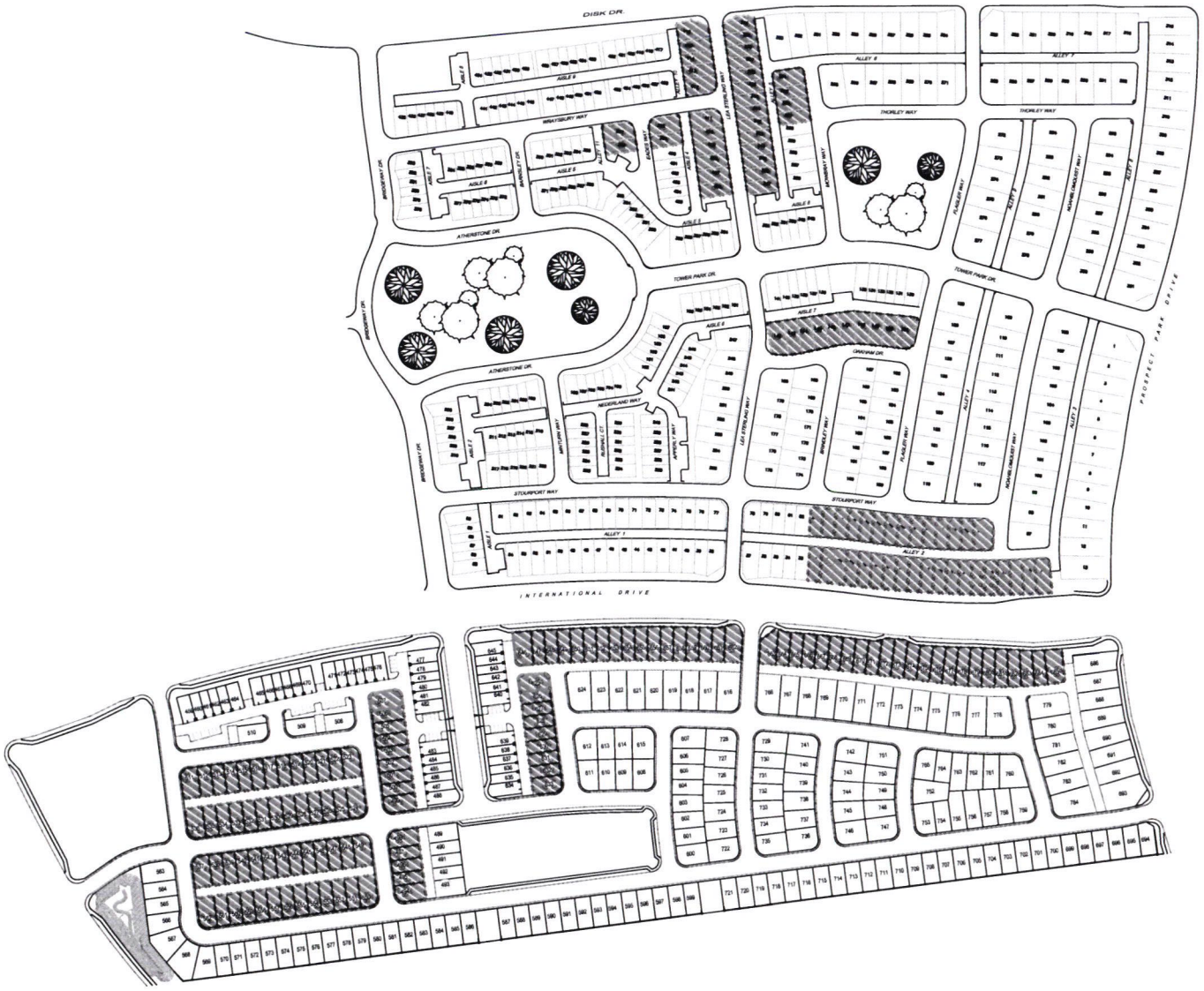
EXHIBIT A



BEAZER HOMES
CAPITAL VILLAGE
REFLECTION PHASING MAP
3/8/08

EXTENT OF NEW 28 X 68 PRODUCT (REFLECTION)

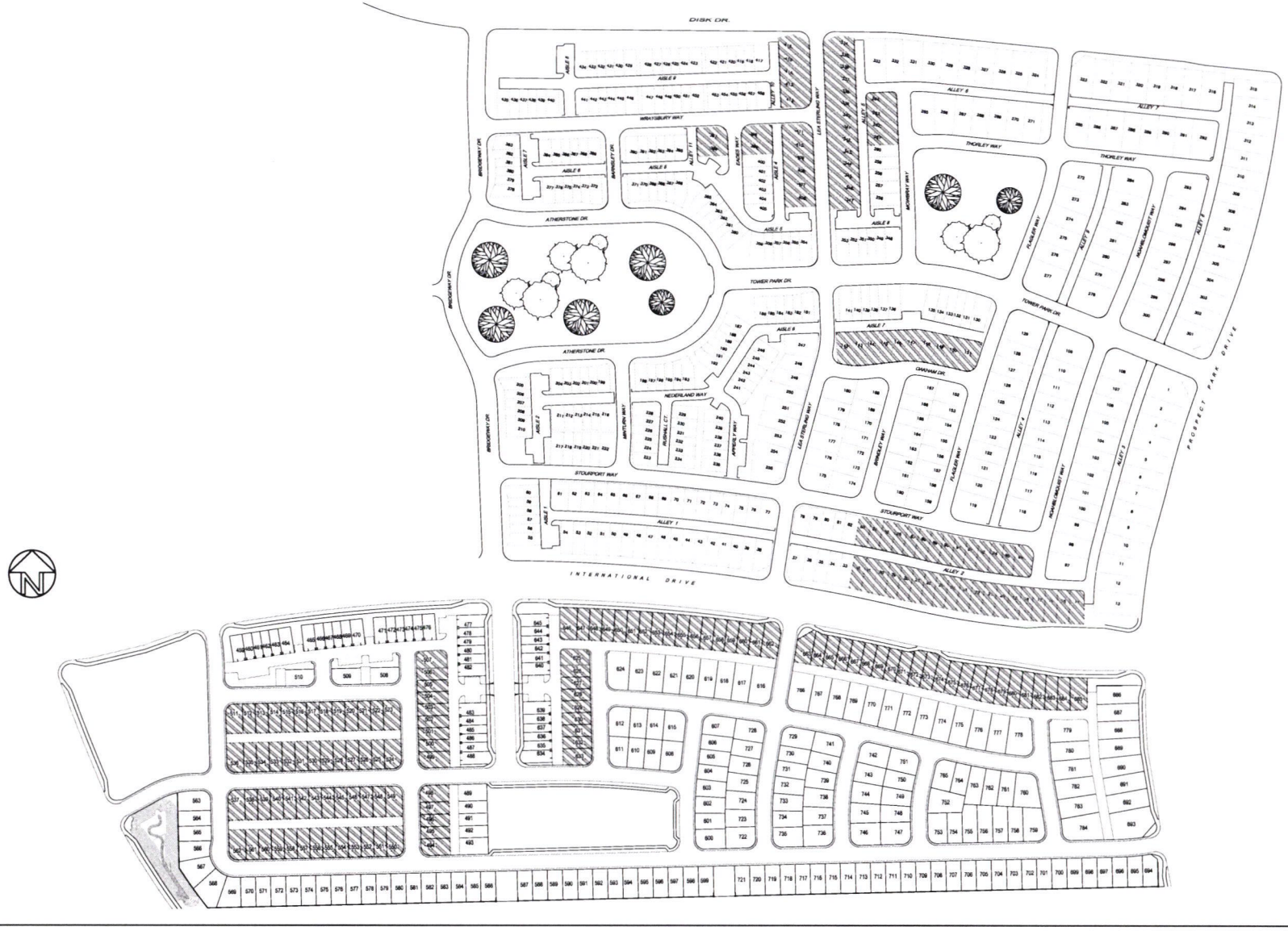
EXHIBIT A



BEAZER HOMES
CAPITAL VILLAGE
REFLECTION PHASING MAP
3/8/08

EXTENT OF NEW 28 X 68 PRODUCT (REFLECTION)

EXHIBIT A



CAPITAL VILLAGE
REFLECTION

3/8/08

LOTS AFFECTED BY NEW REFLECTION DESIGN

EXHIBIT A

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
1.	The project shall be constructed in substantial compliance with the Design Review Package (Exhibit A), including Landscape Plans approved as part of the original Capital Village approval (RC 04-123), as approved by the Planning Commission.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The homes shall be reviewed for architectural consistency with the approved plans and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before each proposed phase according to the following: ▪ Homes with identical floor plans and facades shall not be located on adjacent parcels; ▪ Streetscapes on both sides of streets shall include a mixture of floor plans and facades. On parcels with a side lot line adjacent to a street right-of-way, the floor plan shall be "flipped" or reversed so that a façade containing windows and trim details faces the street.	Prior to Building Permit	Planning	
5.	A "typical" landscape planting plan shall be provided for the home site. Street trees shall be incorporated into the landscape plans where required by the Capital Village SPA (page 64). Locations for trash and recycling bins shall be provided and screened as required by the Capital Village SPA (Appendix, Page 2).	Prior to Building Permit	Planning	

EXHIBIT B

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	Prior to Occupancy Permit			
6.	An inspection of the finished buildings, colors and site amenities shall be conducted by the Planning Director. This review shall be based on the approved design booklet, including installation of all façades detailed on all four elevations of the proposed homes.	Prior to Occupancy	Planning	
7.	All landscaping shall be planted according to the approved landscape plan.	Prior to Occupancy	Planning	
8.	Internally illuminated address numbers shall be displayed on all residential units within the project site. The following standards shall apply: • The house number shall be displayed on the closest architectural element facing the street. • Address numbers shall be a minimum of four inches in height. • The internally illuminated numbers shall be from a common electrical source using low-voltage electrical current. • The numbers shall be from the same manufacturer and with the same model number used on each residential unit. • Instructions on how to change the bulb should be provided to the homeowner.	Prior to Occupancy	Planning	

EXHIBIT B

ATTACHMENT 2

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
February 14, 2008

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, February 14, 2008 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Tom Moe called the meeting to order at 6:00 p.m.

Staff Present: Planning Director, Paul Junker; Senior Planner, Jeffrey S. Beiswenger; Associate Planner, Shannan Loveless; Planning Commission Clerk, Charlene Fortunka

Roll Call:

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

A. **Flag Salute –** Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the February 14, 2008 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the February 14, 2008 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the minutes of the January 10, 2008 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Savorn, to approve the minutes of the January 10, 2008 meeting. Motion was approved unanimously.

2. PUBLIC COMMENT – There were no public comments heard at this meeting on non-agenda items.

3. PUBLIC HEARING

A. Consideration of the Tentative Parcel Map for 3909 Security Park Drive RC-07-326

Request: The applicant is proposing a tentative parcel map that will divide an existing 9.488-acre site into 4 parcels – Lot 1: 0.975 acre, Lot 2: 2.744 acres, Lot 3: 2.744 acres, and Lot 4: 3.025 acres.
Project Applicant: Interstate Properties, LLC., Robert Riedel, 3909 Security Park Drive, Rancho Cordova, CA 95742
Project Location: APN: 072-0440-017; 3909 Security Park Drive

Associate Planner Shannan Loveless presented the staff report and recommended the Planning Commission determine the project Categorically Exempt under Section 15315,

Minor Land Divisions, of the California Environmental Quality Act (CEQA) Guidelines and adopt Resolution 114-2008, approving a Tentative Parcel Map for 3909 Security Park Drive, according to the map and subject to Conditions of Approval. Chair Moe opened the public hearing and took testimony from Robert Riedel, project applicant/property owner and Bob Eynck, project engineer.

The Commissioners had the following concerns and comments:

- Burke-What limitations are placed on businesses going onto those parcels? Riedel-The Security Park Owner's Association has CC&Rs requiring the businesses to be in compliance with the City zoning regulations, and also regulates fencing, storage, and landscaping.
- Burke-Since Parcel 4 is not connected to Douglas Road, will there be an easement? Riedel-There will be an easement on the north side of Parcel 4. Also, Security Park Drive connects with Parcel 4, and there will be easements between the parcels.
- Burke-Will drivers be able to access the parcels from Douglas Road? Eynck-There will be no entrances from Douglas onto any of those parcels.
- Moe-Parcel 2 will be split by an easement, so essentially if someone buys Parcel 2, and they needed the space, they could put two buildings on the property? Eynck-That is one option, or they could also put a building on one side and parking on the other.
- Moe-Will parcel 2 be split again? Riedel-Most of the parcels out there are larger parcels for industrial uses. We wanted to have a sub-dividable situation.

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Savorn, to determine the project Categorically Exempt under Section 15315, Minor Land Divisions, of the California Environmental Quality Act (CEQA) Guidelines and adopted Resolution 114-2008, approving a Tentative Parcel Map for 3909 Security Park Drive, according to the map and subject to Conditions of Approval.

Vote on the Motion:

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

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

Planning Commissioner Matthew Cummings exited the Council Chambers at 6:12 P.M., recusing himself from discussion of the Capital Village Brownstones "Reflections" Design Review Amendment; his residence falls within the 500 foot radius of the project area.

B. Consideration of the Design Review for Capital Village Brownstones "Reflections" RC-07-318

Request: The applicant is proposing modifications to the designs of the previously approved Brownstone product line. This redesign of the original single family product, now referred to as "Reflections", will incorporate new residential building facades and floor

plans into unoccupied lots of the Brownstone District of the Capital Village Special Planning Area.

Project Applicant: Beazer Homes Holding Corp., 3721 Douglas Blvd. #100, Roseville, CA 95661

Project Location: APN: 072-0680-0010 to 072-0680-0021 and 072-0680-0034 to 072-0680-0038; Capital Village Special Planning Area, Brownstone District

Senior Planner Jeffrey S. Beiswenger presented the staff report and recommended the Planning Commission find that the Mitigated Negative Declaration (MND) previously prepared for the Capital Village project adequately addresses environmental impacts consistent with the California Environmental Quality Act (CEQA) and adopt Resolution 115-2008 approving the Design Review Amendment for the "Reflections" residential structures in the Capital Village project (RC-07-318), subject to the findings, evidence, Design Review submittal, and Conditions of Approval. Chair Moe opened the public hearing and took testimony from Alan Newman and Roger Stanton, project applicants.

The Commissioners had the following concerns and comments:

- Konarski-Can a resident whose lot is adjacent to a zero lot line home decorate their neighbor's wall? Newman-The wall can be decorated by the neighbor who is looking at it through a reciprocal access agreement.
- Moe-So when the time comes for the person who owns that wall to paint it, they would need access to the neighbor's yard? Newman-Yes.
- Vance-Hopefully the homes will be preplotted so that the homes on corner lots have articulation on the walls. Plan 1B, for example, shows a home that has a large area without articulation on the wall. Beiswenger-The homes could be flipped around on corner lots so the side with windows would face the street. Newman-Also, fencing will block the first floor portion of the house.
- Moe-There is a conflict between the elevations and the plan, where an elevation shows 3 windows for the master bedroom, but the plan shows 1. Beiswenger-Converted elevations will be required.
- Vance-How many Brownstones have been built, and will any be built after this approval? Beiswenger-248 Brownstones were approved originally, and there are approximately 280 remaining empty lots. The new product line would be built out on these.
- Savorn-The vibrancy of this product line could have been improved with the addition of some slate or brick details. Beiswenger-A design review amendment has different criteria for approval, where we look for consistency with the original approval. Junker-We have attempted to maintain the integrity of Beazer Homes' commitment to a certain look, but ultimately the Planning Commission is conducting a design review. It is important to realize that we are specifically looking at the design of the home, but lighting, landscaping and other elements also contribute to the feel of an overall streetscape. Newman-We are trying to stay with the same brand of architecture. We could add another color palette to make the project more distinctive.
- Burke-How will homeowners be restricted in terms of what they can do with their house and the impacts they may have on the view? For example, will the cable lines be required to be inside the wall? Beiswenger-Generally, there would be an access arrangement through the homeowner's association, and there would probably be restrictions on the visibility of cable lines. It is a firewall, and cannot be perforated, and the lack of windows is due to the need for a certain fire rating. Stanton-By design the cables are internal.
- Burke-Is there enough parking for both residents and guests? Beiswenger-The alley loaded parking allows additional people to park along the street, providing a continuous

stretch for guest parking, although drivers will not be able to park along International or other major roads through that area. Burke-So guests may end up walking a bit to reach their destination.

- Burke-Are paint colors restricted? Newman-If the homeowner wants to change colors, they must go through the Homeowner's Association. There is an approved color palette.
- Burke-Will the fences only be made of wood, or is there a possibility of using brick or cinderblock to upgrade their appearance? Newman-Believes the fencing will be constructed of wood to be consistent with what is already out in that area.
- Burke-Are the lot sizes the same as in the original approval? Newman-Yes.
- Burke-Will the trash cans be situated in such a way that they will be out of view? Newman-The new design reconfigures the first floor so you will not have to look at the trash containers.
- Konarski-How does this design review amendment bring down the price point from the 3 story to the 2 story? Newman-The 3 stories were not popular sellers, so we cut the prices down. They ended up costing more to build than they could be sold for. We are keeping the 2 stories, and have what we consider to be a better product that meets market demands, while still maintaining all of the requirements that were agreed upon with the City in our planning documents in terms of style, color, and details.
- Moe-You mentioned that there were 30 or so already built; have they sold? Newman-They have been sold, and the comment we got in the process of selling was that people would like to see more outdoor space.
- Moe-How many of these new versions will be built? Newman-There were 248 originally proposed, around 40 were built, and the rest will be the new style.
- Moe-What is the price point of these homes? Newman-Mid 200's.

PUBLIC COMMENTS:

Doniell Adams, Capital Village Resident

- Mr. Newman met with most of the concerned homeowners, and we are in support of the changes.
- Is there a possibility of adding concrete to facilitate rolling the garbage receptacles up to the side yard? It has been a slight problem to remove the cans from the street area over the bark.
- Additionally, we are having a problem with satellite wires, and we don't know if the HOA's will be able to address that issue. Our CC&R's say that the satellite dish itself has to be in a non-visible place on the alley way, off the back of the house or garage, but the satellite wires themselves are extending into visible areas.
    - Vance-Can concrete be added? Newman-That is not a typical amenity, and was not considered because it is not a cost effective option.
    - Burke-Could the resident add stepping stones or something similar to the bark filled area? Newman-Yes.

Action:

Motion: Commissioner Burke moved, seconded by Commissioner Konarski, to find that the Mitigated Negative Declaration (MND) previously prepared for the Capital Village project adequately addresses environmental impacts consistent with the California Environmental Quality Act (CEQA) and adopted Resolution 115-2008 approving the Design Review Amendment for the "Reflections" residential structures in the Capital Village project (RC-07-318), subject to the findings, evidence, Design Review submittal, and Conditions of Approval.

Vote on the Motion:

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

There being 5 Ayes, 1 Recused, 0 Noes, 0 Abstains, 1 Absentee, the motion is hereby declared to be passed.

After the public hearing on this item was closed, Commissioner Cummings was summoned; he re-entered the Council Chambers and rejoined the meeting.

4. REGULAR CALENDER

- **Commissioner Cummings' Annual Retreat Presentation**
  - Overall consensus was that it is important to discuss how to measure success with both the community and Council, and feedback from both can play an integral role in informing decision-making.

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- Chair Moe-Referring to *Robert's Rules of Order*-in order to provide staff with clear direction, amendments to motions should be made for each added recommendation, with a motion, second, and roll call vote.

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:50 p.m., February 14, 2008, to the next scheduled meeting.

Tom Moe, Planning Commission Chair

Paul Junker, Planning Director

ATTEST:

Charlene Fortunka, Commission Clerk

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Katja Irvin, Assistant Planner

SUBJECT: **ROSS CENTER PAD #2 DESIGN REVIEW**

PROPERTY OWNER:	**APPLICANT / DEVELOPER:**
Folsom Zinfandel Partners, LLC Allen J. Lynch, President 1448 15th Street, Suite 100 Santa Monica, CA 90404	Nadel Retail Architects, LLP Jim Connelly 3080 Bristol Street, Suite 500 Costa Mesa, CA 92626

PROJECT:	Ross Center Pad #2 Design Review
FILE:	RC-07-322
LOCATION:	2800 Zinfandel Drive
APN:	072-0330-003
PLANNER:	Katja Irvin, Assistant Planner

RECOMMENDATION

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

RESULT OF RECOMMENDED ACTION

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

FEBRUARY 4TH COUNCIL COMMENTS

The decision was made to continue this item due to a number of Council concerns raised at the February 4, 2008 public hearing. Staff and the applicant have addressed the Council's seven items of concern as follows:

1. **Pedestrian path from light rail** – The City's Building Official has requested that this path be an accessible path for the purposes of the American's with Disabilities Act (ADA). The applicant has suggested an option (see Figure 1) that can meet Building Code requirements for an accessible path of travel.

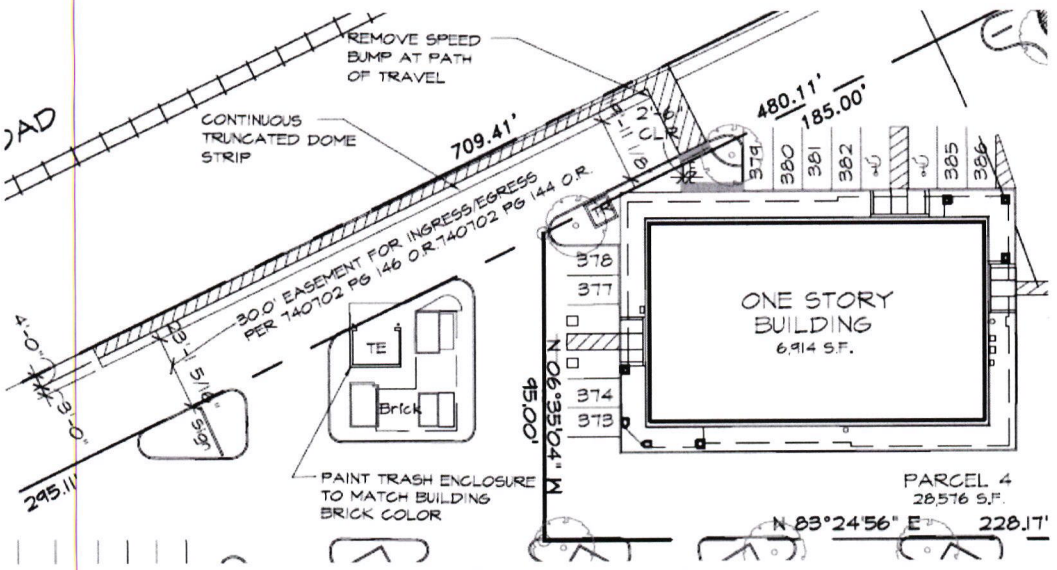


Figure 1. Accessible Path of Travel from Light Rail

2. **Compatibility with Chipotle** – Color palette is identical to the Chipotle pad building (Corinthian, Harvest Tan, Palest Sunset, Balsam Bark, Gobi Beige, Stratford Brown, and Capertree) except for the color proposed for the awnings (Aspen).

3. **Condition to add planters adjacent to the building** – The applicant has updated the Conceptual Landscape Plan to include the requested planters as shown in Figure 2. Condition #9 has been updated to require the final landscape plan to "include a plan for irrigation and care of the planters adjacent to the building."

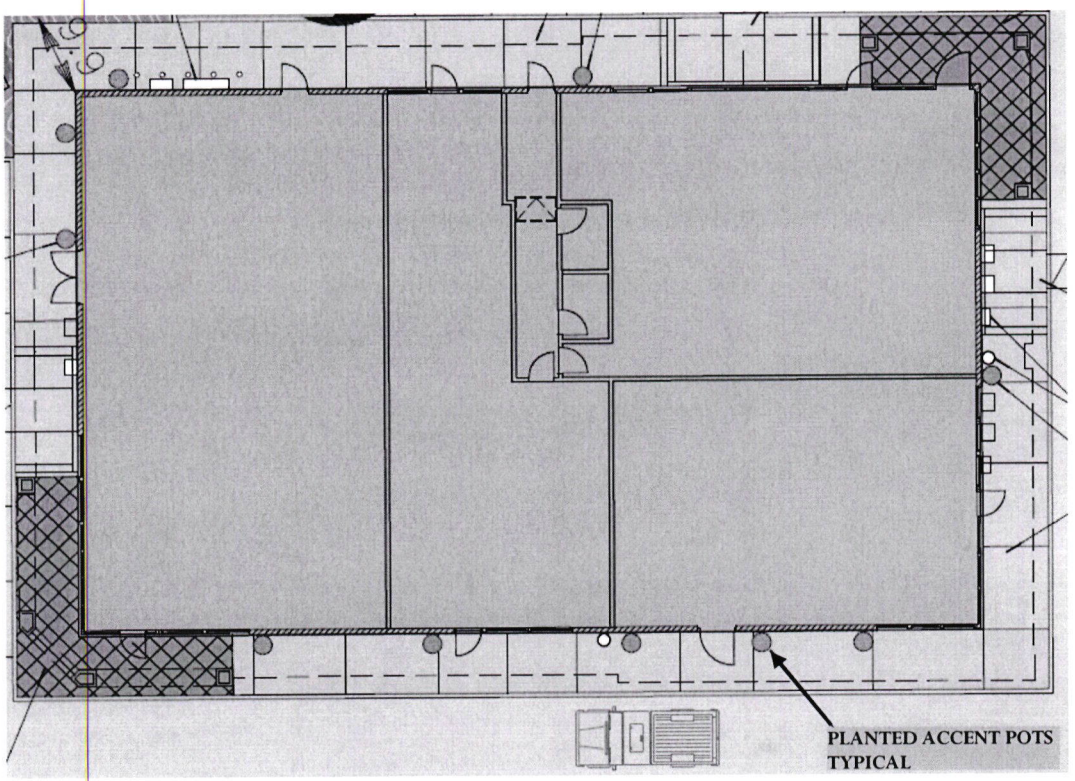


Figure 2. Location of Accent Pots

4. **Moving olive tree** – The olive tree is in excellent health (see Figure 3), but is not an appropriate parking lot shade tree. Olive trees are part of Rancho Cordova's history and therefore staff recommends moving the tree to the shopping center entrance as proposed by the applicant (see Figure 4). Condition #9 has been updated to require the final landscape plan to "specify a shade tree to replace the moved olive tree."

5. **Planting to screen trash enclosure** – The Landscape Plan has been updated to show the planter and clinging evergreen vines to be planted for screening of the trash enclosure (see Figure 4).

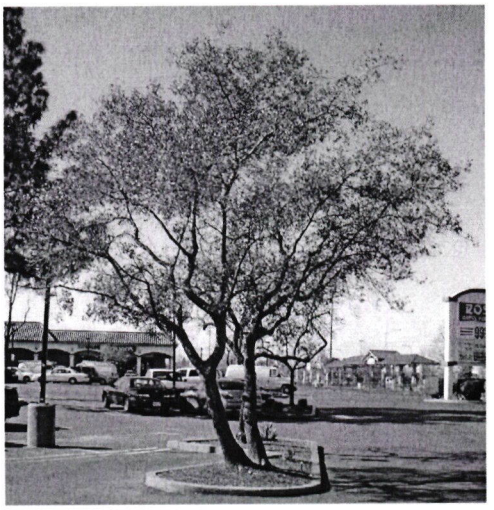


Figure 3. Olive Tree to Relocate

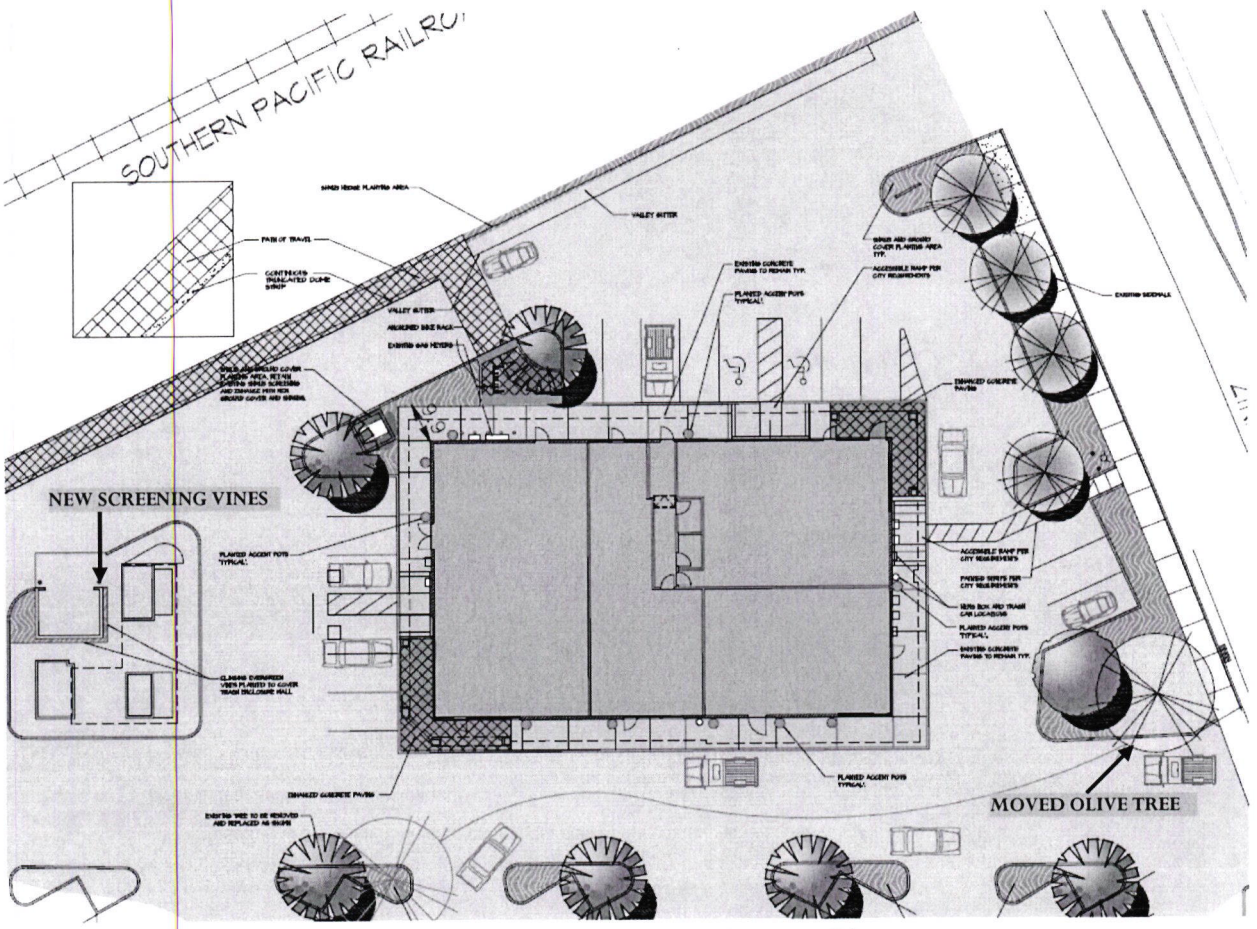


Figure 4. Conceptual Landscape Plan

6. **Re-facing Donut King and Hoagy's signs** – Condition #8 has been updated to require sign re-facing and refurbishing. The relevant text now reads: "Elevations showing how … the Hoagy's and Donut King plastic cabinet signs will be completely refurbished and refaced to complement the design, colors, and materials of the

updated building façade shall be submitted to the Planning Department for approval." Condition #12 has also been updated to explicitly note that the final inspection will include the required monument and building signs.

7. **Safety concerns at driveway next to tracks** – Public Works did not require any changes to this access point for the proposed project for the following reasons:
    - There is not enough evidence of safety issues to support a request for the applicant to relocate that driveway.
    - Due to the minimal amount of modification the applicant is proposing, it is excessive to request for the driveway at the northeast corner of the property to be relocated.

CONCLUSION

The seven items of concern raised by the City Council have been addressed via updated plans, changes to Conditions of Approval, and/or consultations with Building, Fire, and Public Works. The updated plans and conditions address only the concerns raised by the Planning Commission and City Council, and have not been otherwise updated since the Planning Commission hearing on this project. The materials provided for the City Council hearing on February 4, 2008 are still valid (see Attachment 1, **Resolution No. 12-2008** and Attachment 2, February 4 memo to City Council). The Planning Commission has recommended the City Council approve **Resolution No. 12-2008**.

ATTACHMENTS

1. Resolution No. 12-2008 including Design Review Package (Exhibit A) and supplemental Conditions of Approval with changes in bold (Exhibit B)
2. February 4 memo to City Council; subject, Ross Center Pad #2 Design Review
3. Emails from the Building and Public Works Departments regarding items raised at the February 4, 2008 City Council hearing
4. Rancho Cordova Design Guidelines Checklist for Commercial and Commercial Mixed-Use Projects
5. Minutes of January 10, 2008 Meeting of the Planning Commission
6. Mailing List and 500' Radius Map

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 12-2008

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

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

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

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

WHEREAS, the project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA AS FOLLOWS:

1. That the project site was adequately analyzed according to the California Environmental Quality Act Guidelines.

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

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

2. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following:

   a) Finding
   The proposed project is consistent with the objectives of the General Plan, complies

with applicable Zoning regulations and Special Planning Area provisions, and is consistent with the applicable "Guiding Principles" and "Design Concepts" in section 110-84.

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

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

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

The applicable "Guiding Principles" and "Design Concepts" in section 110-84 are further defined by the City of Rancho Cordova Design Guidelines and are satisfied by this project as described by the facts and findings discussed below.

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

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

c) Finding
The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

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

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

transportation modes of circulation.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

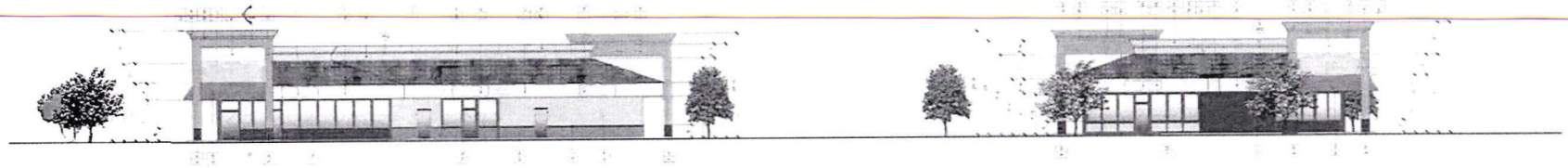
ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

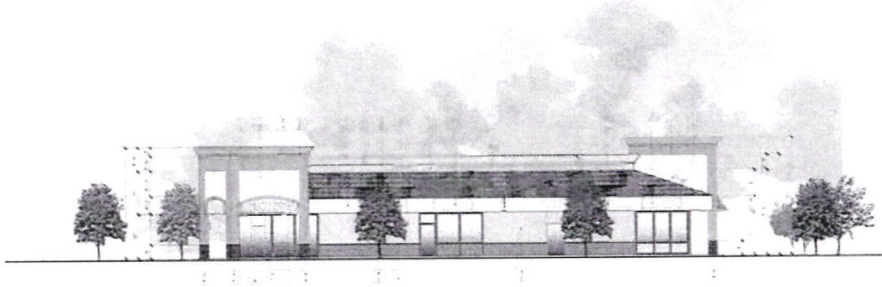
ATTEST:

_____
Stacy Leitner, Interim City Clerk

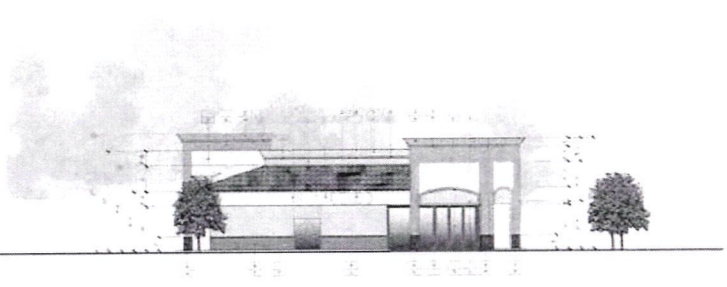


NORTH ELEVATION

EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

COLOR ELEVATIONS

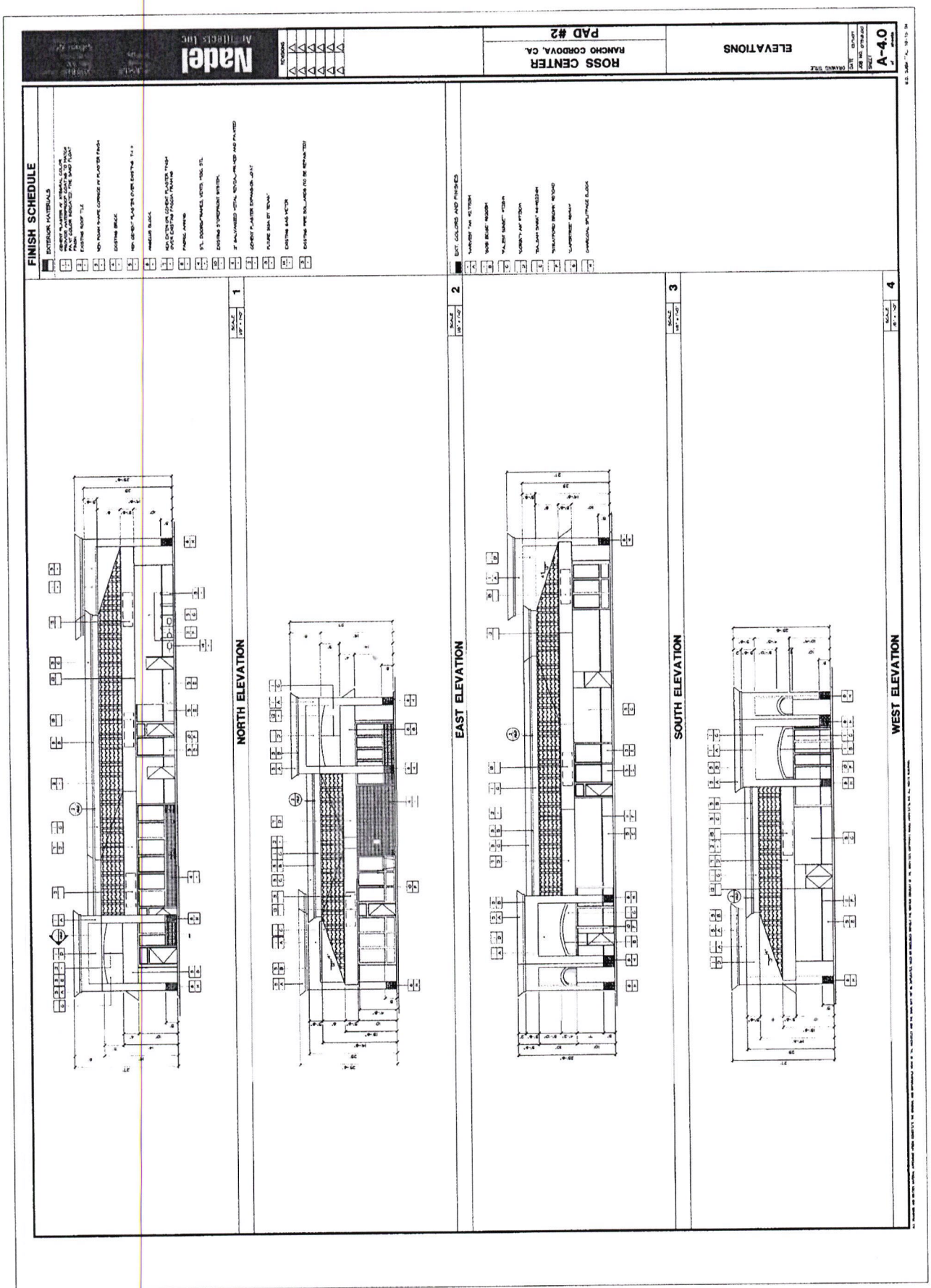
ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA

DATE: JULY 20, 2007
NADEL JOB#: 0731.8

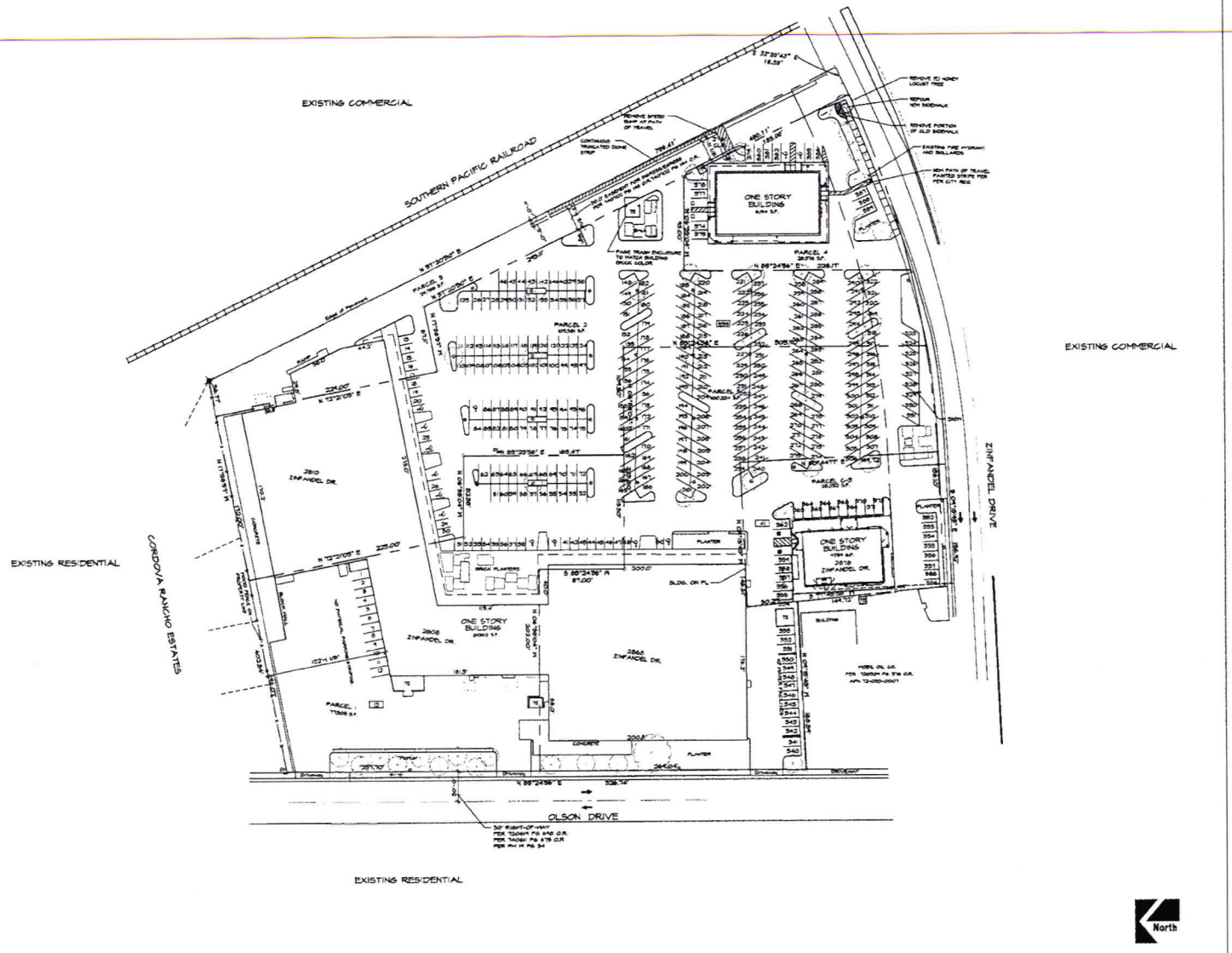
NADEL RETAIL ARCHITECTS, LLP
3080 BRISTOL ST. SUITE 500
COSTA MESA, CA 92626
T.714.540.5000 F.714.755.3013
WWW.NADELARC.COM

EXHIBIT A

EXHIBIT A



Nadel Architects Inc
ROSS CENTER
RANCHO CORDOVA, CA.
PAD #2
ELEVATIONS
A-4.0
FINISH SCHEDULE
NORTH ELEVATION
EAST ELEVATION
SOUTH ELEVATION
WEST ELEVATION



SITE PLAN

1" = 40'-0" 1

NADEL RETAIL

Nadel Retail Architects, LLP
3080 Bristol St.
Suite 500
Costa Mesa, CA 92626
T. 714.540.5000
F. 714.755.3013
www.nadelarc.com

CONSULTANT NAME
ADDRESS
ADDRESS
T. (-) -
F. (-) -

PAD #2
ROSS CENTER
RANCHO CORDOVA, CA

SITE PLAN

EXHIBIT A

DATE 00-00-00

JOB NO. 0718

SHEET NUMBER SD1.0

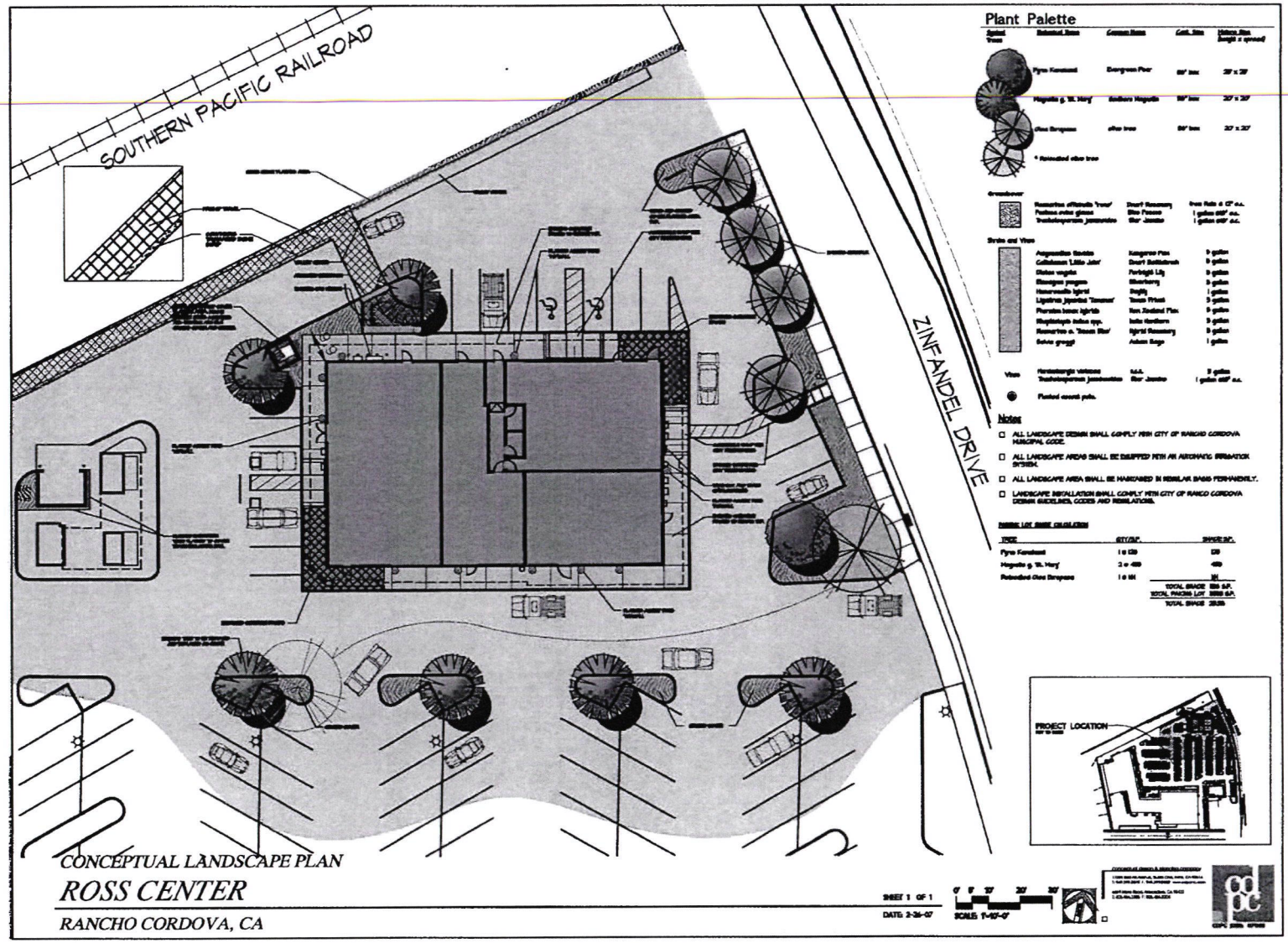
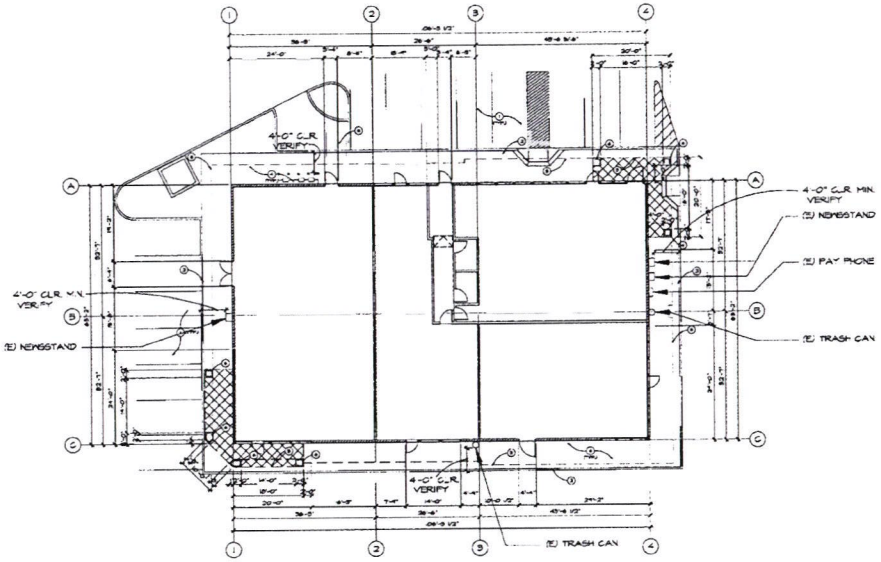
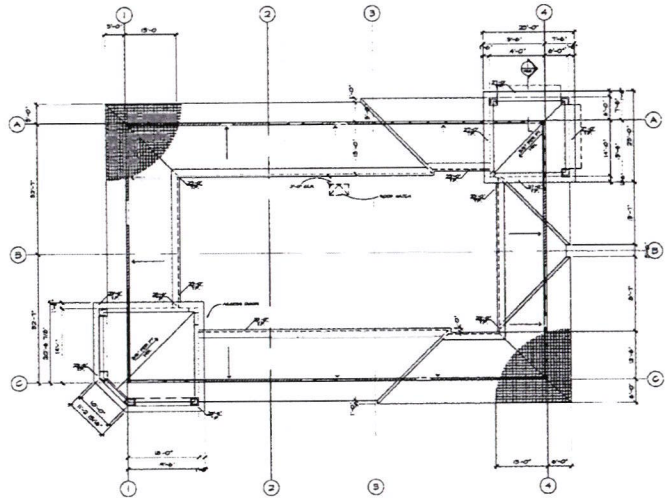

SOUTHERN PACIFIC RAILROAD
ZINFANDEL DRIVE
Plant Palette
Notes
ALL LANDSCAPE DESIGN SHALL COMPLY WITH CITY OF RANCHO CORDOVA MUNICIPAL CODE.
ALL LANDSCAPE AREAS SHALL BE EQUIPPED WITH AN AUTOMATIC IRRIGATION SYSTEM.
ALL LANDSCAPE AREA SHALL BE MAINTAINED IN REGULAR BASIS PERMANENTLY.
LANDSCAPE INSTALLATION SHALL COMPLY WITH CITY OF RANCO CORDOVA DESIGN GUIDELINES, CODES AND REGULATIONS.
PROJECT LOCATION
CONCEPTUAL LANDSCAPE PLAN
ROSS CENTER
RANCHO CORDOVA, CA
SHEET 1 OF 1
DATE: 2-26-07
SCALE: 1"=10'-0"

EXHIBIT A



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



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

FLOOR & ROOF PLAN

ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA

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

DATE: DEC. 12, 2007
NADEL JOB#: 07314.00

NADEL RETAIL ARCHITECTS, LLP
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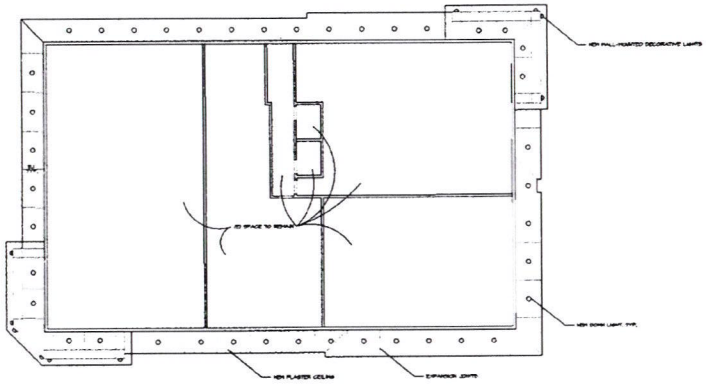
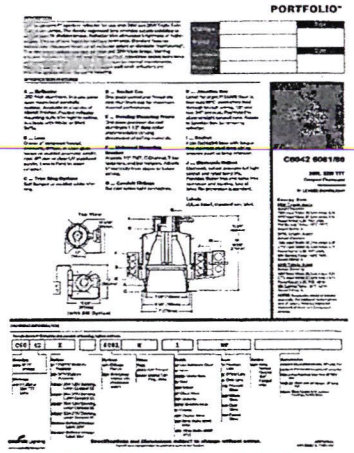
COSTA MESA, CA 92626
T.714.540.5000 F.714.755.3013
WWW.NADELARC.COM

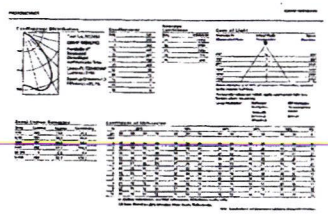
NADEL RETAIL

EXHIBIT A

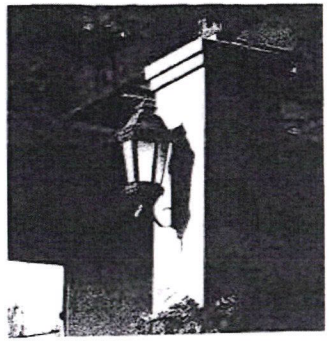


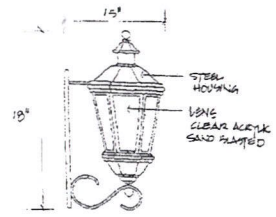
CEILING PLAN
SCALE: 3/32" =1'-0"

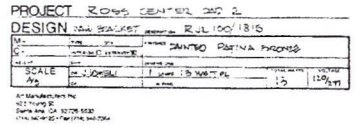




CANOPY DOWN LIGHT CUTSHEET
FIXTURE: COOPER LIGHTING C6042E - 6081 - H1- WF







WALL MOUNTED LIGHT FIXTURE
FIXTURE: ART MANUFACTURERES INC. RJL 100/1815

CEILING PLAN

ROSS CENTER - PAD #2
RANCHO CORDOVA, CALIFORNIA

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

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

NADEL RETAIL ARCHITECTS, LLP
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COSTA MESA, CA 92626
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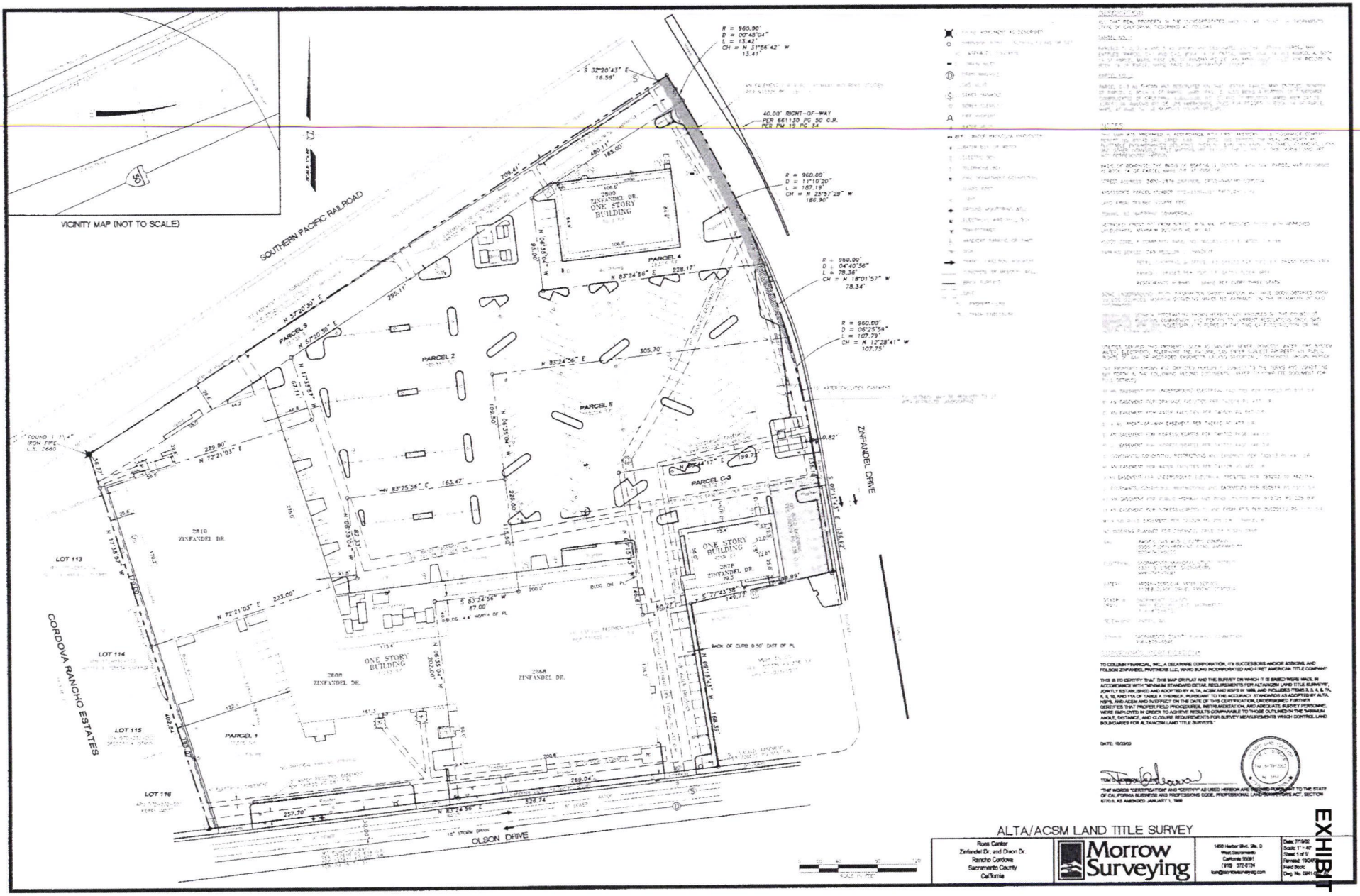
WWW.NADELARC.COM

EXHIBIT A
NADEL RETAIL



ALTA/ACSM LAND TITLE SURVEY

Russ Center
Zinfandel Dr. and Orion Dr.
Rancho Cordova
Sacramento County
California

Morrow Surveying

1400 Harbor Blvd., Ste. D
West Sacramento
California 95691
(916) 372-6734
tom@morrowsurveying.com

Date: 7/15/22
Scale: 1"=40'
Sheet 1 of 1
Revised: 10/24/22
Field Book:
Dwg. No. SH1.dwg

EXHIBIT A

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for enhancements to an existing 6,914 sq. ft. retail building, including landscaping and accessibility improvements, at 2800 Zinfandel Dr., APN: 072-0330-003, project number RC-07-322.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
4.	Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.	On-Going	Metro Fire District	
	Prior to Approval of Improvement Plans			
5.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	
6.	Dedicate a standard 12.5-foot Public Utility Easement adjacent to Zinfandel Drive for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles, overhead wires and conduits for electrical, television and telephone services and appurtenances adjacent to Zinfandel Drive public right-of-way.	Prior to improvement plan approval	Public Works	

EXHIBIT B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
7.	Sewer service shall continue to be provided by CSD-1 infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to sewer construction.	Prior to improvement plan approval	CSD-1	
	Prior to Issuance of Building Permits			
8.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. Plans shall indicate the trash enclosure will be painted to match the building brick color and a graffiti-resistant coating will be applied. ***Elevations showing how the monument sign and the Hoagy's and Donut King plastic cabinet signs will be completely refurbished and refaced to complement the design, colors, and materials of the updated building façade shall be submitted to the Planning Department for approval.***	Prior to issuance of Building Permits	Planning	
9.	The applicant shall submit a revised Landscape Plan for review and approval by the Planning Director, at the time of Building Permit submittal. • The Landscape Plan shall demonstrate conformance with the Water Use and Conservation provisions of the City of Rancho Cordova Municipal Code (see Title 14.10, adopted from the Sacramento County Code). • ***The Landscape Plan shall specify a shade tree to replace the moved olive tree.*** • ***The Landscape Plan shall include a plan for irrigation and care of the planters adjacent to the building.*** • ***The Landscape Plan shall specify a location for the bike racks that meets City standards and does not interfere with the accessible path of travel.*** • Shade requirements are reduced to 25% coverage for this project because it is part of an integrated development that does meet shade requirements.	Prior to issuance of Building Permits	Planning	

EXHIBIT B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
10.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • Replacement of damaged sidewalk and flatwork along property frontage to the satisfaction of the Public Works Department. Flatwork shall be replaced to the nearest joint. • Remove existing tree that is located at the south side of the northern most driveway on Zinfandel Drive. Tree and stump shall be removed. • Existing sidewalk along property frontage that meanders around the existing tree shall be removed and replaced to meet City Standard design. New sidewalk shall be a minimum of 6 feet wide and attached. The longitudinal grade of the sidewalk shall not exceed 5%. • Public improvement plans shall clearly delineate all transitions to existing improvements. The applicant shall also enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Prior to issuance of Building Permits	Public Works	
11.	Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed complex/subdivision. The roadway maintenance and reciprocal access agreements shall be recorded with the Public Recorders Office having jurisdiction and shall provide for the following: a. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") and/or width of twenty feet (20') b. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping c. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems d. Unrestricted use of and access to the roadways covered by the	Prior to issuance of Building Permits	Metro Fire District	

EXHIBIT B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
	agreements e. Provisions for the control of vehicle parking in prohibited areas and a mechanism for the removal of vehicles illegally parked A copy of the road maintenance agreement shall be provided to the Fire District with the site improvement or Civil Engineering drawings upon submittal for review. If the roadway agreement is not provided with the site improvement or civil engineering drawings, it shall be presented to the Fire District prior to the issuance of any construction permit cards.			
	Prior to Final Inspections			
12.	An inspection of the finished building, colors, site amenities and parking lot improvements***, including the required monument and building signs,*** shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
13.	All landscaping shall be planted according to the approved landscape plans. A certificate of compliance shall be submitted by a landscape architect, certifying that installation of water conservation features conforms to City water conserving landscape requirements.	Prior to Final Inspection	Public Works / Planning	
14.	Install improvements to the satisfaction of the Public Works Department.	Prior to Final Inspection	Public Works	
15.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and Portable Document format shall be submitted and approved by the Public Works Department.	Prior to Final Inspection	Public Works	
16.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than twelve (12) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background. Where multiple	Prior to Final Inspection	Metro Fire District	

EXHIBIT B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
	occupancies are serviced by vehicular access to the rear of the building via any driveway, alleyway, or parking lot, the numbers or addresses shall be displayed on the rear of the building.			

General Information and Compliance Items:

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

Advisory Comments – Building Department

1. ***Truncated domes must be located on each side of the accessible path prior to passing through the vehicular way (perpendicular to traffic). Truncated domes must be three feet wide at paths along public way (parallel to traffic). These issues will be addressed at time of building permit plan review.***

Advisory Comments – CSD-1

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

Advisory Comments – Sacramento Metropolitan Fire District

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

EXHIBIT B

Conditions of Approval

Advisory Comments – Rancho Cordova Police Department

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

2. Physical Security:
   a. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike.
   b. Glass doors shall be secured with a deadbolt lock with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened.
   c. All hatchway openings on the roof of any building shall be secured as follows:
      (1) If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.
      (2) The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshall must approve the use of crossbar or padlock.
      (3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

3. Lighting:
   a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with metal halide lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence

EXHIBIT B

of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of one foot-candle minimum, maintained at ground level, is required.

b. All exterior doors shall be provided with an independent light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.

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

EXHIBIT B

MEMORANDUM

DATE: February 4, 2008

TO: Honorable Mayor and Council Members

FROM: Katja Irvin, Assistant Planner

SUBJECT: **ROSS CENTER PAD #2 DESIGN REVIEW**

PROPERTY OWNER:	**APPLICANT/DEVELOPER:**
Folsom Zinfandel Partners, LLC Allen J. Lynch, President 1448 15th Street, Suite 100 Santa Monica, CA 90404	Nadel Retail Architects, LLP Jim Connelly 3080 Bristol Street, Suite 500 Costa Mesa, CA 92626

PROJECT:	Ross Center Pad #2 Design Review
FILE:	RC-07-322
LOCATION:	2800 Zinfandel Drive
APN:	072-0330-003
PLANNER:	Katja Irvin, Assistant Planner

RECOMMENDATION

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

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

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

Figure 1. Site Location

Resolution No. 12-2008 enumerates the required findings and evidence showing the proposed project is consistent with the City of Rancho Cordova General Plan, Zoning Code, and Design Guidelines. For more information about the analysis of the building and site design for this project, see **Attachment 2, Checklist for Industrial Projects**.

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

Figure 2. Existing Conditions from Zinfandel

PLANNING COMMISSION DISCUSSION

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

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

CONCLUSION

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

ATTACHMENTS

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

ATTACHMENT 3

Katja Irvin

From: Tom Trimberger
Sent: Tuesday, March 04, 2008 8:25 AM
To: Katja Irvin
Subject: RE: Access to the light rail from the Donut King building on Zinfandel

Truncated domes must be located at each side prior to passing through the vehicular way (perpendicular to traffic)
Truncated domes must be three feet wide at paths along public way (parallel to traffic)

These issues can be coordinated at time of building permit plan review.

From: Katja Irvin
Sent: Monday, March 03, 2008 5:51 PM
To: Tom Trimberger
Subject: RE: Access to the light rail from the Donut King building on Zinfandel

Tom,

I wanted to check in with you regarding your recommendation against a path from the light rail (see below). However, the client wanted to address the Council's concern, so I checked with Metro Fire and they don't have a problem with the truncated domes (they can drive over them, so the path does not affect Fire Department accessibility). The parking lot will be redone to install the path – the speed bump will be removed. He also added the additional handicapped parking spaces you recommended.

Please let me know if you can now approve of this new accessible path (see the attached plan) given the information above.

Regards,
Katja

From: Tom Trimberger
Sent: Tuesday, February 05, 2008 4:08 PM
To: Katja Irvin
Subject: Access to the light rail from the Donut King building on Zinfandel

Katja-

I looked at this site. I certainly can see how it would be attractive to get access from this building to the light rail station. There could be a potential to redo all or part of the whole parking lot and make it comply . As it is, the walkway from light rail dumps people into the parking lot with no safe path of travel.

I do not recommend installing a sidewalk adjacent to the driveway to the light rail access.

This drive aisle is only about 21' wide. Fire department requires a minimum of 20' for their access. An accessible path of travel would require either a barrier or a 3' strip of truncated domes to separate the accessible path of travel from the potentially dangerous vehicular way. This would not leave enough access for fire access.

It would not be appropriate to create a new non-accessible path. This would both violate building code and create an impression that it was accessible and then draw people with disabilities into the vehicular way.

There may be a way to create a walkway on the south side of the drive aisle and then cross the drive aisle

ATTACHMENT 3

perpendicular to the light rail entrance, but this is a little more involved and complicated.

Also as we discussed, the existing curb ramps are no longer complaint and would need to be replaced. Accessible parking places need to be located on the shortest route to an accessible entrance. Grouping them on one end of the building does not do this. They should be separated and provided near different business entrances.

ATTACHMENT 3

Katja Irvin

From: Ben Chan
Sent: Thursday, February 07, 2008 1:35 PM
To: Katja Irvin
Cc: Albert Stricker; John Samuelson
Subject: RE: RC-07-322 Ross Center access safety question

Hi Katja,

I've spoke with John Samuelson, our Traffic Engineer, and he has reviewed the driveway situation at Ross Center Pad #2. Due to the minimal amount of modification the applicant is proposing to do, we feel that it is excessive to request for the driveway at the northeast corner of the property to be relocated. Also, there are not enough evidences to support our request for the applicant to relocate that driveway. If you have any question or comment, feel free to let us know.

Sincerely,

Ben Chan
City of Rancho Cordova, Public Works
2729 Prospect Park Drive, 95670
916-851-8873

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If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto.

From: Katja Irvin
Sent: Tuesday, February 05, 2008 5:11 PM
To: Ben Chan
Subject: RC-07-322 Ross Center access safety question

Hi Ben,

Both the Planning Commission and the City Council brought up the safety of the access point at the edge of this site next to the rail tracks. From driving there they had the sense that it was not a safe ingress and egress location. Therefore, I want to check with you to see if there really are any issues at the driveway.

ATTACHMENT 3

Can you and John look into this and send me some information about how it meets site access, engineering, and safety standards. Or if it turns out that it does not meet standards, send me a new condition that will address the shortcomings instead.

Let me know if you have any questions or need anything else from me.

Thanks!

Katja Irvin
Assistant Planner
City of Rancho Cordova
(916)851-8867

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

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

ATTACHMENT 4

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

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

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

ATTACHMENT 4

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

ATTACHMENT 4

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

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

ATTACHMENT 4

ATTACHMENT 5

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
January 10, 2008

1. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, January 10, 2008 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:00 p.m.

Staff Present: Planning Director, Paul Junker; Assistant Planner, Katja Irvin; Planning Commission Clerk, Charlene Fortunka

Roll Call:

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

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the January 10, 2008 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the January 10, 2008 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the minutes of the December 13, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Cummings, to approve the minutes of the December 13, 2007 meeting. Motion was approved unanimously.

2. **PUBLIC COMMENT** – There were no public comments heard at this meeting on non-agenda items.

3. **PUBLIC HEARING**

A. Consideration of the Design Review for Ross Center Pad #2 RC-07-322

Request: The applicant is requesting Design Review approval for a façade remodel and minor site improvements for an existing retail building with four (4) tenants. The proposed remodel will replace wood siding with cement plaster and add raised parapet walls and columns with stone veneer details, as well as repainting with a new color scheme. Minor landscape improvements are proposed for the portion of the shopping center where the building is located.
Project Applicant: Nadel Retail Architects, LLP, 3080 Bristol Street, Suite 500, Costa Mesa, CA 92626

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

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

The Commissioners had the following concerns and comments:

- Savorn-Will all of the freestanding signage be removed? Irvin-The monument sign will remain.
- Savorn-Will it be enhanced to coordinate with the project upgrades? Irvin-Landscaping will be enhanced; the Planning Commission may condition the project to refurbish the sign to match the architecture.
- Savorn-Has the Public Works Department reviewed the project to address safety concerns for drivers heading southbound toward the center? Irvin-Both the Public Works Department and Police Department reviewed the project but did not request the curb cut be removed. Burke-That driveway where people make a right hand turn into the complex across the tracks can be dangerous; it might help to have the curb cut more rounded.
- Cummings-What does the trash enclosure look like? Irvin-This area has been pared down over the years. There will be planters on a couple of the sides of the trash enclosure, but the main goal is to keep the area clear to discourage loitering.
- Cummings-Could crawling vegetation be placed along the walls of those trash enclosures to discourage graffiti? Irvin-A better solution may be to add a condition on the project to have the wall painted with graffiti-resistant coating.
- Konarski-The staff report discusses how suggested amenities such as tree pots, planters and benches were rejected; who rejected those? Irvin-I thought it would be fitting to have extra amenities under the special covered paved areas, but the applicant preferred leaving those areas up to the tenant to improve.
- Konarski-This location is near Folsom Boulevard; if improvements such as addition of street furniture are made to Folsom Blvd, this project could serve as a good transitional area to other areas of Rancho Cordova with its own added amenities. Irvin-We discussed putting a bench in the bike parking area, but the applicant was concerned about public safety issues and loitering.
- Konarski-Are there plans for the entire center to be renovated? Connelly-Our plans are to renovate just this one pad; the leases on the majors in the center are not up for renewal for some time.
- Burke-Is there one owner for the entire complex? Connelly-Yes.
- Burke-Why would any of the tenants be against participating? Connelly-Tenants don't necessarily want to be back charged for the improvements if they took place, and if they have a long term lease or a series of options, which they do, they are not generally interested in spending money. Ross' lease is close to being up.
- Burke-Are tenant improvements anticipated? Connelly-No.
- Cummings-What are your thoughts on our seating area recommendations? Connelly-The benches pose a problem on two levels; the sidewalk area is limited, and on two sides of the building traffic runs right up along the sidewalk. The owner would not discourage tenants from putting benches in front of their doors, but we did not necessarily want to create an area for people to congregate where there are vehicles going by. The area where a bench was suggested by staff seemed like a good idea, but it was on the side of the building that is dark and doesn't have a door.

- Cummings-The north side of the building is pretty dark, have you considered adding a light to the building to help brighten the area? Connelly-We have proposed lights around the exterior of the building underneath the existing soffits, but we did not necessarily intend to spot a particular area.
- Cummings-Would you consider adding planting pots to decorate the front of the doors, or is the sidewalk too narrow? Connelly-We could add some planting pots, and perhaps plant the dumpster area differently. We are also open to adding anti-graffiti coating to the walls and add climbing plants.
- Burke-Will the building itself have signage? Connelly-Yes.
- Burke-Will signage be uniform for all of the tenants? Connelly-Each sign will be separately permitted by the tenant.

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

Action:

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

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

Vote on the Motion:

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

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

Action:

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

Vote on the Motion:

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

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

4. REGULAR CALENDER

A. Selection of Chair and Vice Chair

- SELECTION OF CHAIR – The Commission discussed and made nominations for the position of Planning Commission Chair.

  Commissioner Savorn nominated Commissioner Moe for the position of Planning Commission Chair. **Commissioner Moe was elected by 6:0 vote to the position of Planning Commission Chair.**

- SELECTION OF VICE CHAIR – The Commission discussed and made nominations for the position of Planning Commission Vice Chair.

  Commissioner Moe nominated Commissioner Savorn for the position of Planning Commission Vice Chair. **Commissioner Savorn was elected by 6:0 vote to the position of Planning Commissioner Vice Chair.**

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- Discussion of Planning Commission training opportunities
  - Since the Brown Act was thoroughly covered during the joint City Council and Planning Commission ethics training, staff will revisit the list of training topics and select an item related more to project review or design review process.
  - Discussion of potential joint City Council and Planning Commission road trip in the spring-staff will keep Planning Commission posted as logistical details are determined.
  - Commissioner Savorn recommended creating more joint training opportunities with City Council members to foster an interactive working relationship.
    - Commissioner Cummings concurred and added that it would be useful to get feedback on direction that the Commission is moving in.
    - Planning Director Junker will communicate these recommendations to the City Manager.

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

- The Planning Commission approved cancellation of the January 24 Planning Commission Meeting due to lack of agenda items. The next regular meeting will be held on February 14, 2008.
- Discussion of 2008 conference calendar-Commission informed of upcoming League of California Cities Planner's Institute in Sacramento and California Chapter of the American Planning Association in Hollywood.
- Discussion of unused storefronts:
  - Savorn-Concerned about fenced up and unused properties; sales tax is lost by tenants who have been evicted by the owner. Why couldn't we allow those

businesses to stay? Junker-Whatever loss we have experienced through sales tax, the owners experience much more by choosing to have their tenants leave prematurely. They believed they were going forward with a project, and so at some point they had to move the tenants in order to take down the existing structure. Moe-The owners didn't renew leases thinking they were moving forward, it wasn't the City's decision.

- Cummings-Also concerned about buildings lying fallow for long periods of time, especially along major strips such as Folsom Blvd. Junker-The City Center, for example, will not be built, but we do have prospects that could involve multi-story offices and generate jobs.

- Discussion of Commissioner Smith's resignation-a plaque honoring Smith's service will be prepared.

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:10 p.m., January 10, 2008, to the next scheduled meeting.

Troy Konarski, Planning Commission Chair

Paul Junker, Planning Director

ATTEST:

Charlene Fortunka, Commission Clerk

ATTACHMENT 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

072 0320 010 0000
Occupant At
10649 Olson Dr
Rancho Cordova, CA 95670

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

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

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

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

072 0320 035 0000
Occupant At
2917 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 036 0000
Occupant At
2913 Calle Del Sol Way
Rancho Cordova, CA 95670

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

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

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

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

072 0320 041 0000
Occupant At
2904 Kachina Way
Rancho Cordova, CA 95670

072 0320 042 0000
Occupant At
2908 Kachina Way
Rancho Cordova, CA 95670

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

072 0320 044 0000
Occupant At
2916 Kachina Way
Rancho Cordova, CA 95670

072 0320 045 0000
Occupant At
2920 Kachina Way
Rancho Cordova, CA 95670

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

072 0320 057 0000
Occupant At
2925 Kachina Way
Rancho Cordova, CA 95670

072 0320 058 0000
Occupant At
2921 Kachina Way
Rancho Cordova, CA 95670

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

072 0320 060 0000
Occupant At
2913 Kachina Way
Rancho Cordova, CA 95670

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

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

072 0320 063 0000
Occupant At
2901 Kachina Way
Rancho Cordova, CA 95670

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

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

072 0330 007 0000
Occupant At
2896 Zinfandel Dr
Rancho Cordova, CA 95670

072 0330 008 0000
Occupant At
Zinfandel Dr
Rancho Cordova, CA 95670

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

072 0330 016 0000
Occupant At
2891 Zinfandel Dr
Rancho Cordova, CA 95670

072 0330 018 0000
Occupant At
2817 Zinfandel Dr
Rancho Cordova, CA 95670

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

072 0330 021 0000
Occupant At
2881 Zinfandel Dr
Rancho Cordova, CA 95670

072 0330 022 0000
Occupant At
2859 Zinfandel Dr
Rancho Cordova, CA 95670

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

072 0361 051 0000
Occupant At
10856 Paiute Way
Rancho Cordova, CA 95670

072 0361 052 0000
Occupant At
10858 Paiute Way
Rancho Cordova, CA 95670

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

072 0361 054 0000
Occupant At
10862 Paiute Way
Rancho Cordova, CA 95670

072 0361 055 0000
Occupant At
10864 Paiute Way
Rancho Cordova, CA 95670

072 0361 056 0000
Occupant At
10866 Paiute Way
Rancho Cordova, CA 95670

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

072 0361 058 0000
Occupant At
10870 Paiute Way
Rancho Cordova, CA 95670

072 0361 059 0000
Occupant At
10872 Paiute Way
Rancho Cordova, CA 95670

072 0361 060 0000
Occupant At
10874 Paiute Way
Rancho Cordova, CA 95670

072 0361 061 0000
Occupant At
10876 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10878 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10880 Paiute Way
Rancho Cordova, CA 95670

072 0361 064 0000
Occupant At
10882 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10884 Paiute Way
Rancho Cordova, CA 95670

072 0361 066 0000
Occupant At
10886 Paiute Way
Rancho Cordova, CA 95670

072 0361 067 0000
Occupant At
10888 Paiute Way
Rancho Cordova, CA 95670

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Occupant At
10890 Paiute Way
Rancho Cordova, CA 95670

072 0361 069 0000
Occupant At
10892 Paiute Way
Rancho Cordova, CA 95670

072 0361 070 0000
Occupant At
10894 Paiute Way
Rancho Cordova, CA 95670

ATTACHMENT 6

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

072 0361 072 0000
Occupant At
2915 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 073 0000
Occupant At
2913 Gwendolyn Way
Rancho Cordova, CA 95670

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

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Occupant At
2909 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2907 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2905 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
2903 Gwendolyn Way
Rancho Cordova, CA 95670

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

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

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

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

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

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

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Occupant At
2911 Platinum Ct
Rancho Cordova, CA 95670

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

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

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

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

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

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Occupant At
2906 Gwendolyn Way
Rancho Cordova, CA 95670

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

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Occupant At
2910 Gwendolyn Way
Rancho Cordova, CA 95670

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Occupant At
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Rancho Cordova, CA 95670

072 0363 008 0000
Occupant At
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Rancho Cordova, CA 95670

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Occupant At
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Rancho Cordova, CA 95670

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

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Occupant At
2920 Gwendolyn Way
Rancho Cordova, CA 95670

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

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Occupant At
2924 Gwendolyn Way
Rancho Cordova, CA 95670

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

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

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

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

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

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

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

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

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

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Occupant At
10883 Paiute Way
Rancho Cordova, CA 95670

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

072 0320 009 0000
Leslie Ann Recio
2870 Cochise Ct
Gold River, CA 95670

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

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

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

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

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

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

072 0320 036 0000
Dalton
2913 Calle Del Sol Way
Rancho Cordova, CA 95670

072 0320 037 0000
Gary & Wyrene Davis
2909 Calle Del Sol Way
Rancho Cordova, CA 95670

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

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

072 0320 040 0000
Que Hiep Do
2900 Kachina Way
Rancho Cordova, CA 95670

072 0320 041 0000
V Vu
2904 Kachina Way
Rancho Cordova, CA 95670

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

072 0320 043 0000
Thu Khuc
10999 Faber Way
Rancho Cordova, CA 95670

072 0320 044 0000
Steven & Jill Middlekauff
2916 Kachina Way
Rancho Cordova, CA 95670

072 0320 045 0000
Frank & Charleen Lobatos Jr.
2920 Kachina Way
Rancho Cordova, CA 95670

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

072 0320 057 0000
Rick & Maribel Marstellar
2925 Kachina Way
Rancho Cordova, CA 95670

072 0320 058 0000
Stillson
2921 Kachina Way
Rancho Cordova, CA 95670

072 0320 059 0000
Matthew & Nora Hill
2917 Kachina Way
Rancho Cordova, CA 95670

072 0320 060 0000
Eric Brooks
2913 Kachina Way
Rancho Cordova, CA 95670

072 0320 061 0000
Migel Franco
2909 Kachina Way
Rancho Cordova, CA 95670

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

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

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

ATTACHMENT 6

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

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

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

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

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

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

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

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

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

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

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

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

072 0361 053 0000
Gary Jellis
10860 Paiute Way
Rancho Cordova, CA 95670

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Sharon Riegel
10862 Paiute Way
Rancho Cordova, CA 95670

072 0361 055 0000
Wendy Keethe
10864 Paiute Way
Rancho Cordova, CA 95670

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Terese Lamanet
10866 Paiute Way
Rancho Cordova, CA 95670

072 0361 057 0000
Ronald & Edythe McCray
10868 Paiute Way
Gold River, CA 95670

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Todd Dobberteen
6445 Tall Tree Cir
Citrus Heights, CA 95621

072 0361 059 0000
Brian & Sandra Whitaker
5543 Sur Mer Dr
El Dorado Hills, CA 95762

072 0361 060 0000
Cerasela & Oktavian Tsurkanu Onuta
10874 Paiute Way
Rancho Cordova, CA 95670

072 0361 061 0000
Gwendolyn Childers
10876 Paiute Way
Rancho Cordova, CA 95670

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Maria Staples
10878 Paiute Way
Rancho Cordova, CA 95670

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Clifton Billings
PO Box 2243
Rancho Cordova, CA 95741

072 0361 064 0000
Kathy McCune
10882 Paiute Way
Rancho Cordova, CA 95670

072 0361 065 0000
Melanie Biner
10884 Paiute Way
Rancho Cordova, CA 95670

072 0361 066 0000
Joann Harper
10886 Paiute Way
Rancho Cordova, CA 95670

072 0361 067 0000
James Daniels
10888 Paiute Way
Rancho Cordova, CA 95670

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Jean Hooks
10890 Paiute Way
Rancho Cordova, CA 95670

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Jean Fernlund
10892 Paiute Way
Rancho Cordova, CA 95670

072 0361 070 0000
Oliver Cecelia
10894 Paiute Way
Rancho Cordova, CA 95670

072 0361 071 0000
Brian & Charlene Wetterhus
10896 Paiute Way
Rancho Cordova, CA 95670

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

072 0361 073 0000
Brian Iniguez
2913 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 074 0000
Nikolay Vorontsov
3244 Explorer Dr
Sacramento, CA 95827

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

072 0361 076 0000
Voll
4180 Cameron Rd
Cameron Park, CA 95682

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

072 0361 078 0000
Carl Schultz Jr.
2903 Gwendolyn Way
Rancho Cordova, CA 95670

072 0361 079 0000
Thomas & Doreen McGee
345 Arcata Bay Rd
West Sacramento, CA 95691

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

072 0361 081 0000
Neal Webster
10734 Olson Dr
Rancho Cordova, CA 95670

072 0361 082 0000
Paul & Patricia Kuethe
2910 Platinum Ct
Rancho Cordova, CA 95670

072 0361 083 0000
Thomas DeLucia
2914 Platinum Ct
Rancho Cordova, CA 95670

072 0361 084 0000
M Overoye Lynn
816 Elm St
Woodland, CA 95695

072 0361 085 0000
Glenn & Leanne Osborn
2911 Platinum Ct
Rancho Cordova, CA 95670

072 0361 086 0000
Elmer Sitts
PO Box 27001
Las Vegas, NV 89126

072 0361 087 0000
M Longsworth Sheryl
10748 Olson Dr
Rancho Cordova, CA 95670

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

072 0363 002 0000
Carl Sorensen
2902 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 003 0000
Katherine Ellis
2904 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 004 0000
Dewey & Danda Lee Jr.
2680 Little Oak Ln
Rescue, CA 95672

072 0363 005 0000
Linda Cornell
2908 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 006 0000
Salvatore Smith
2910 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 007 0000
Bonnie Foss
2912 Gwendolyn Way
Rancho Cordova, CA 95670

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A Mayer Dolores
2914 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 009 0000
A Mayer Dolores
2914 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 010 0000
Cronin
21435 N Bruella Rd
Acampo, CA 95220

072 0363 011 0000
Robbin Flint
2920 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 012 0000
Alves
4634 S Shingle Rd
Shingle Springs, CA 95682

072 0363 013 0000
Tracey Savorn
2924 Gwendolyn Way
Rancho Cordova, CA 95670

ATTACHMENT 6

072 0363 014 0000
Carol Savorn
2926 Gwendolyn Way
Rancho Cordova, CA 95670

072 0363 015 0000
Susan Taylor
2928 Gwendolyn Way
Rancho Cordova, CA 95670

072 0364 001 0000
Tracy Hill
10869 Paiute Way
Rancho Cordova, CA 95670

072 0364 002 0000
Sharon Ott
10871 Paiute Way
Rancho Cordova, CA 95670

072 0364 003 0000
Diane Dellamaggiore
10873 Paiute Way
Rancho Cordova, CA 95670

072 0364 004 0000
Jerry Edwards
10875 Paiute Way
Gold River, CA 95670

072 0364 005 0000
Robert Charles Neri
10877 Paiute Way
Rancho Cordova, CA 95670

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

072 0364 007 0000
Arnita Ervin
10881 Paiute Way
Rancho Cordova, CA 95670

072 0364 008 0000
Nancy Graham
10883 Paiute Way
Rancho Cordova, CA 95670

072 0364 009 0000
Rugg
11204 Bold River Ct
Rancho Cordova, CA 95670

072 0364 010 0000
William & Letitia Rugg
9537 Central Ave
Orangevale, CA 95662

072 0364 011 0000
Kanako Britto
10889 Paiute Way
Rancho Cordova, CA 95670

072 0364 012 0000
Jesse McMullin
10891 Paiute Way
Rancho Cordova, CA 95670

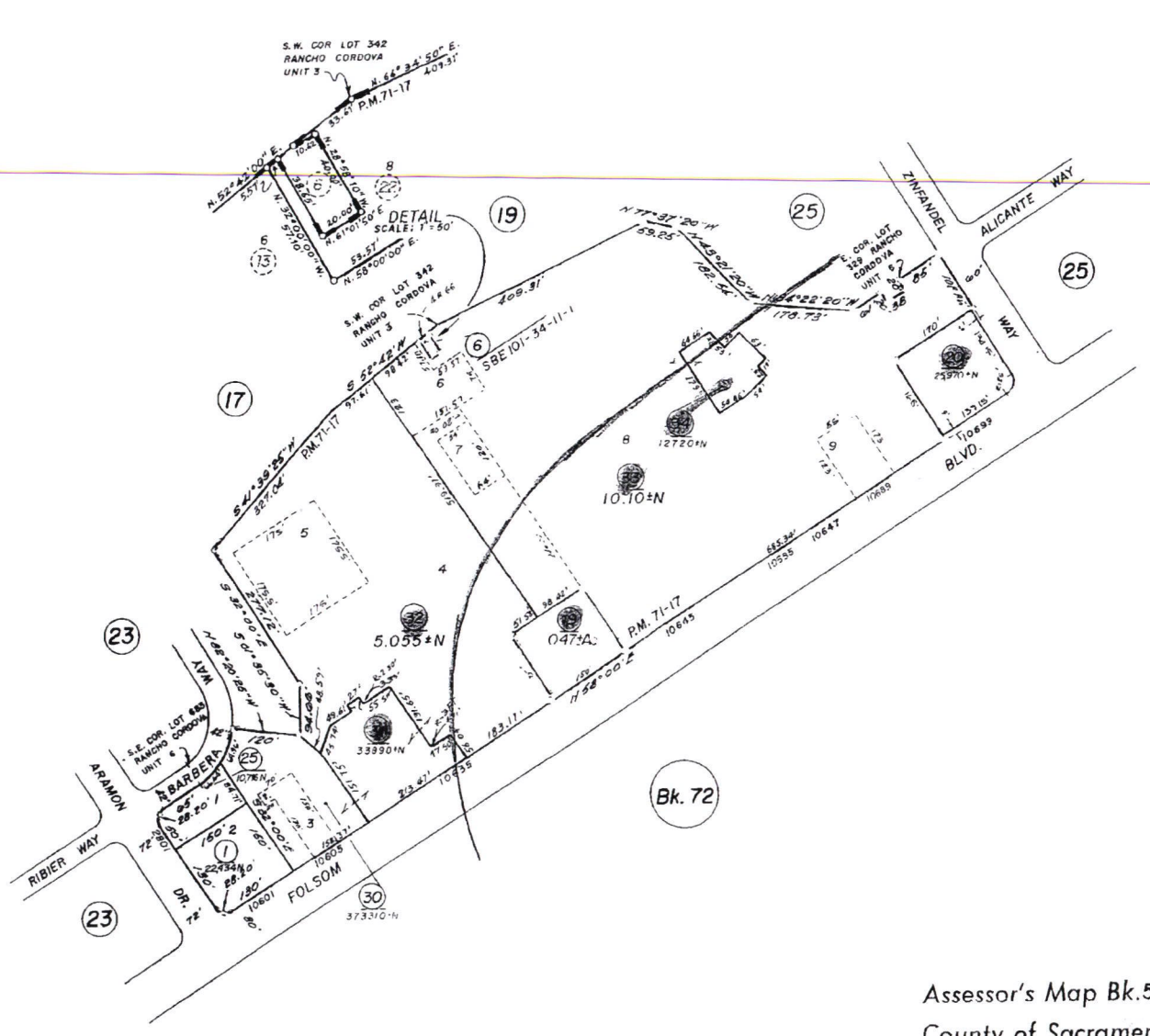
072 0364 013 0000
Alexander Lowe
10893 Paiute Way
Rancho Cordova, CA 95670

072 0364 014 0000
Katherine Davis
10895 Paiute Way
Rancho Cordova, CA 95670

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

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code 57 - 24



1" = 200'

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

NOTE Assessor's Block Numbers Shown in Ellipses.

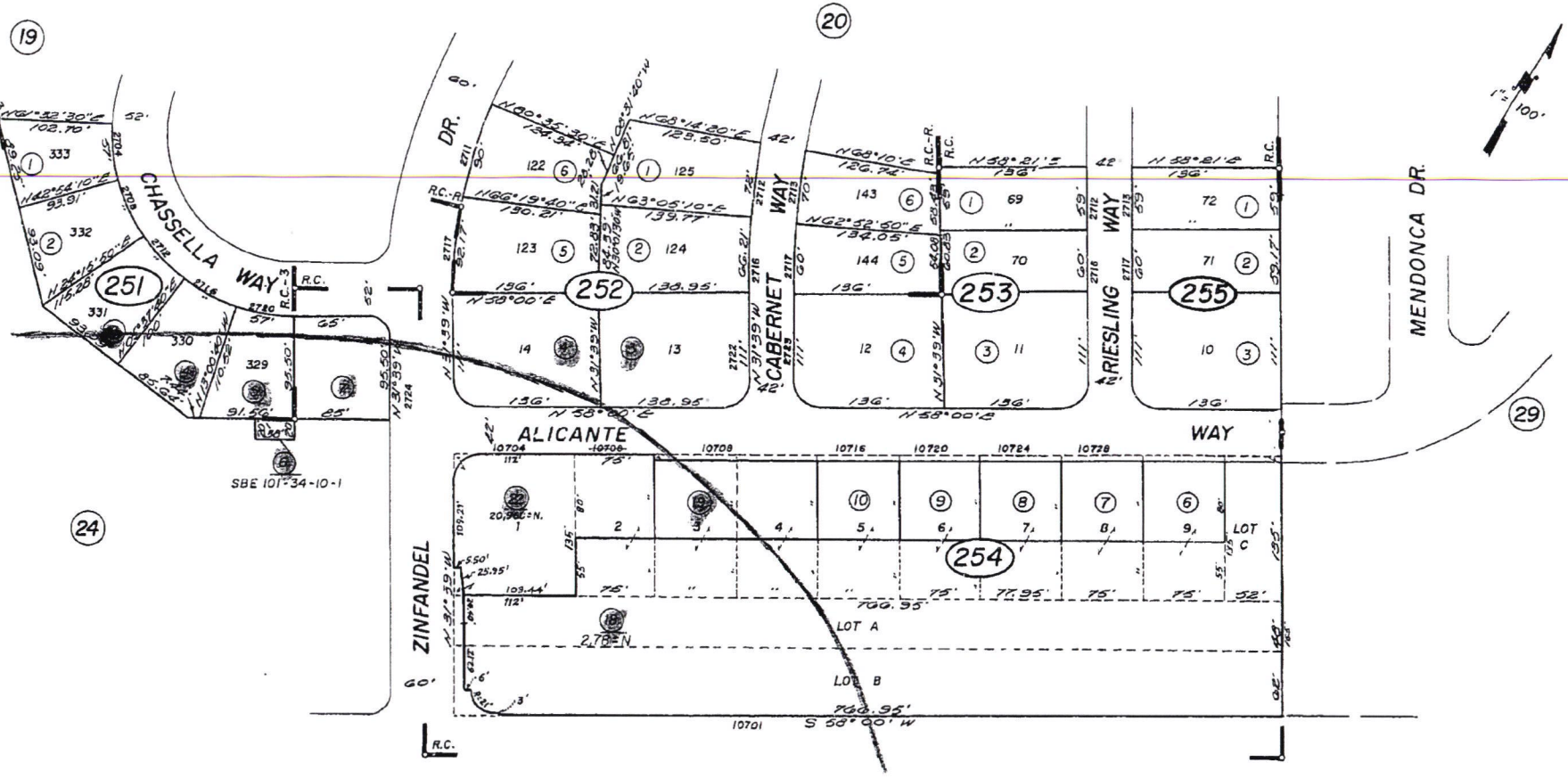
JUL 0 6 2000

ATTACHMENT 6

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

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code **57 - 25**



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

Bk. 72

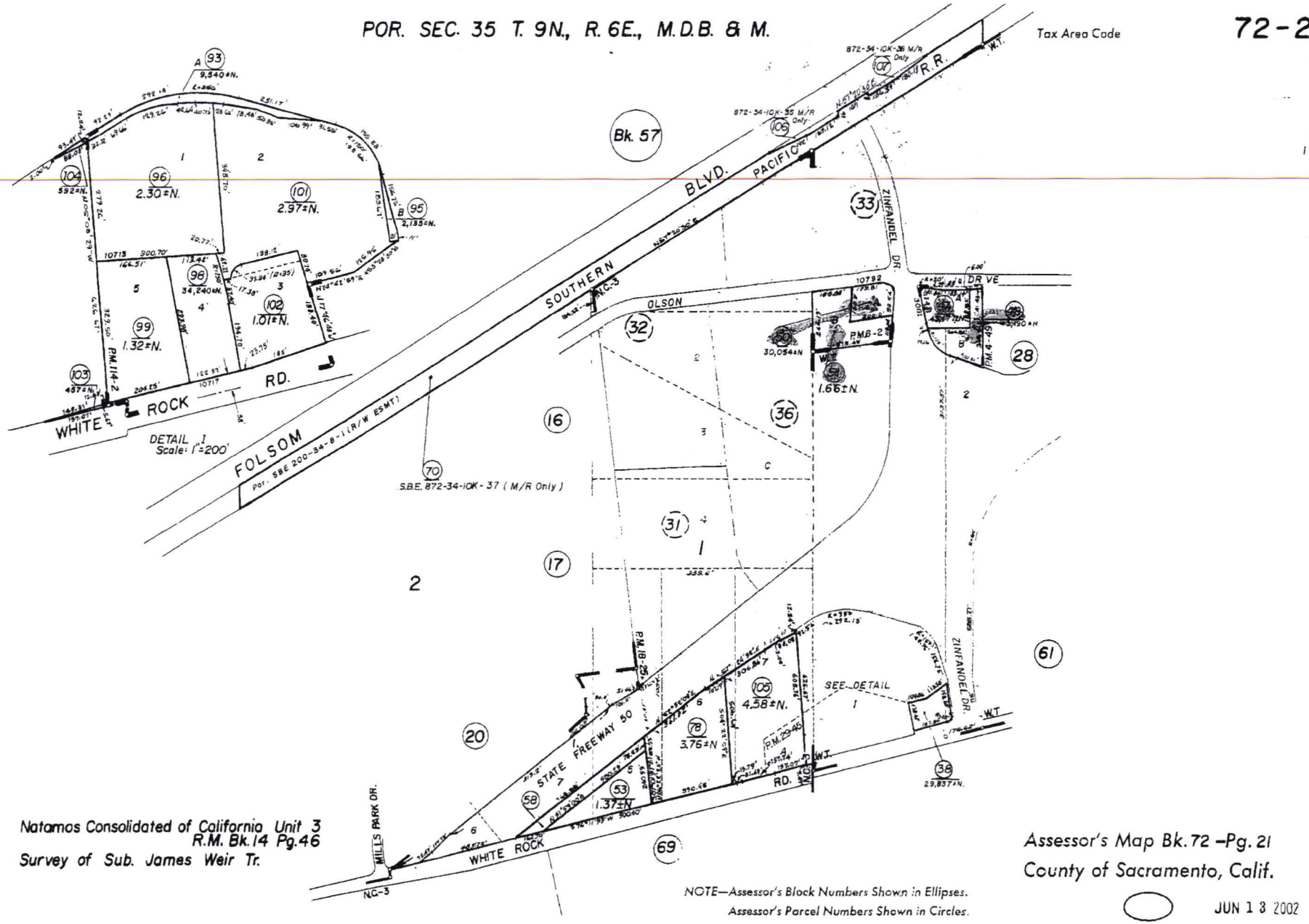
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

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

ATTACHMENT 6

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

Tax Area Code 72-21



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

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

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

JUN 1 3 2002

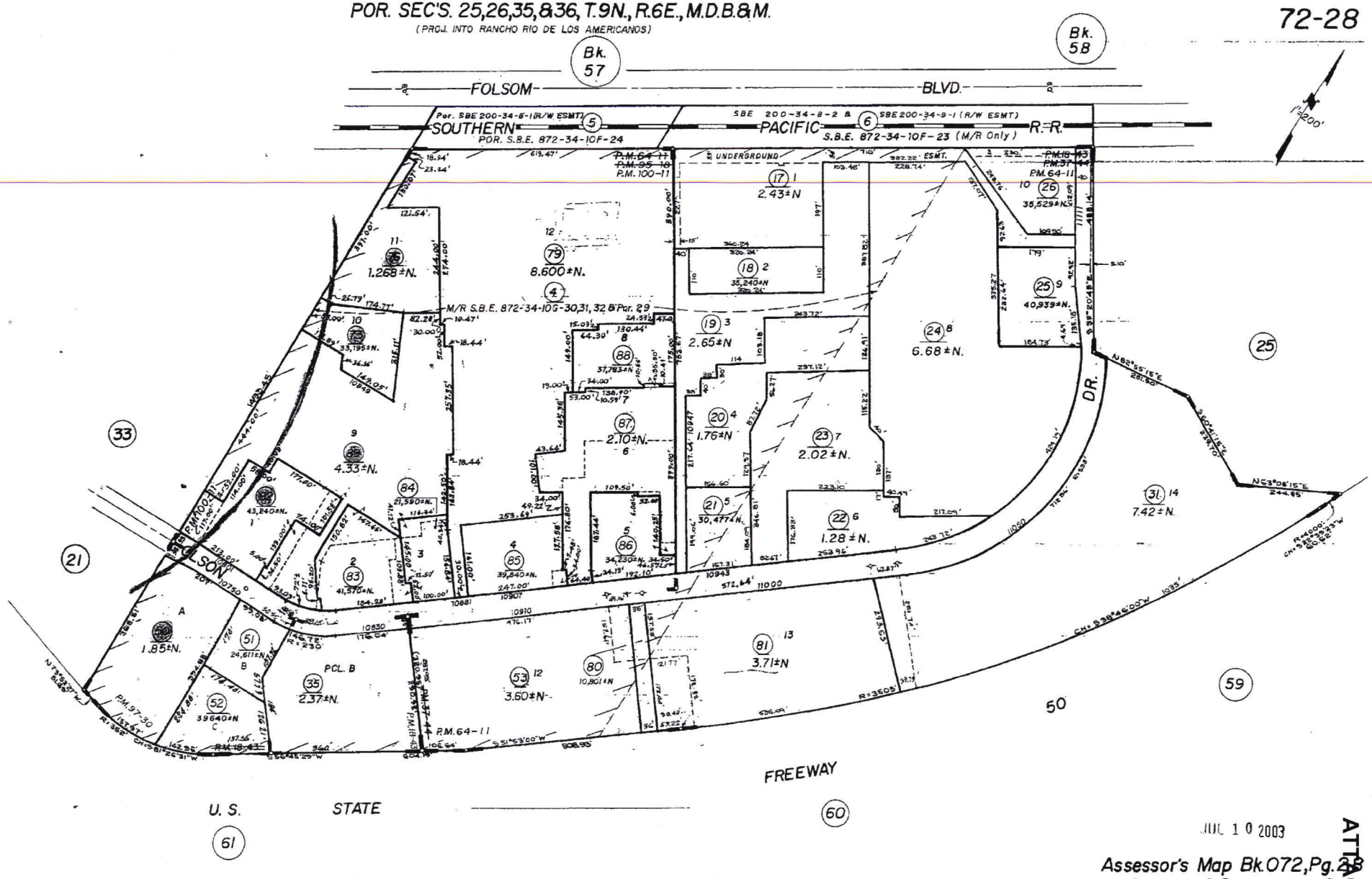
ATTACHMENT 6

&

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

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

72-28



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

JUL 10 2003

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

ATTACHMENT 6

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

72-32

1" = 100'

Por. Cordova Rancho Estates, R.M. Bk. 108, Pg.3 (11-23-76)

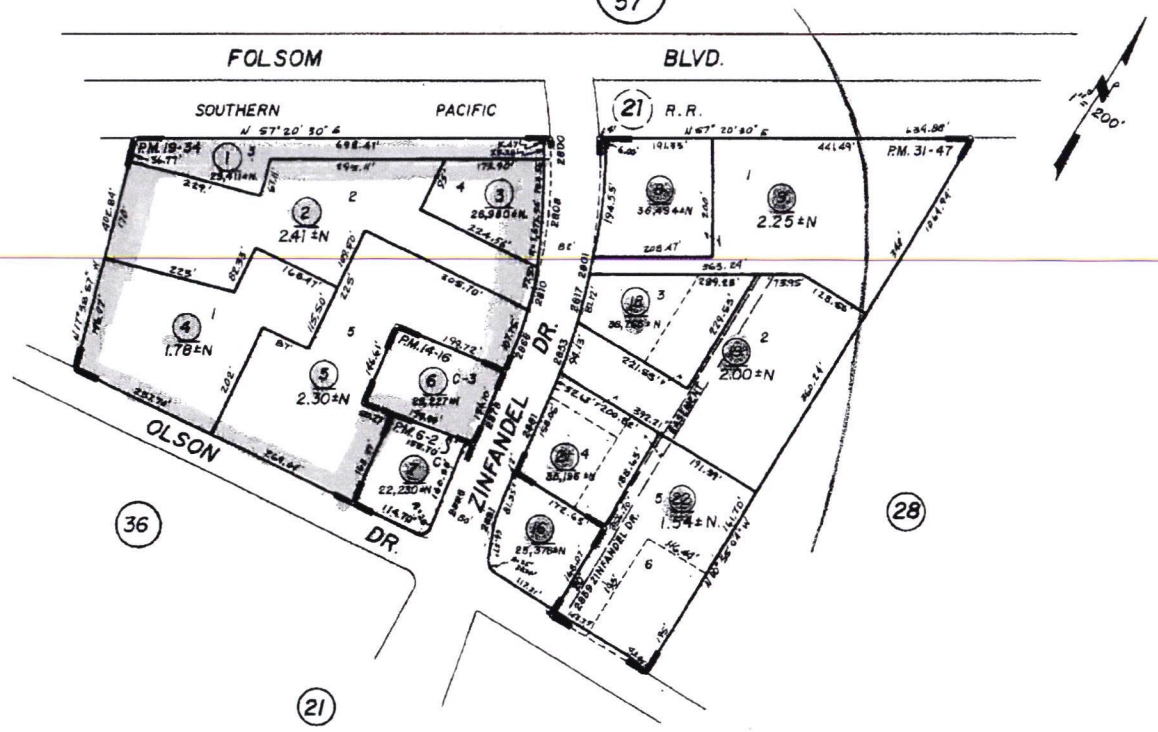
Assessor's Map Bk. 72 Pg. 32
County of Sacramento, Calif.

ATTACHMENT 6

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

Bk. 57

72-33



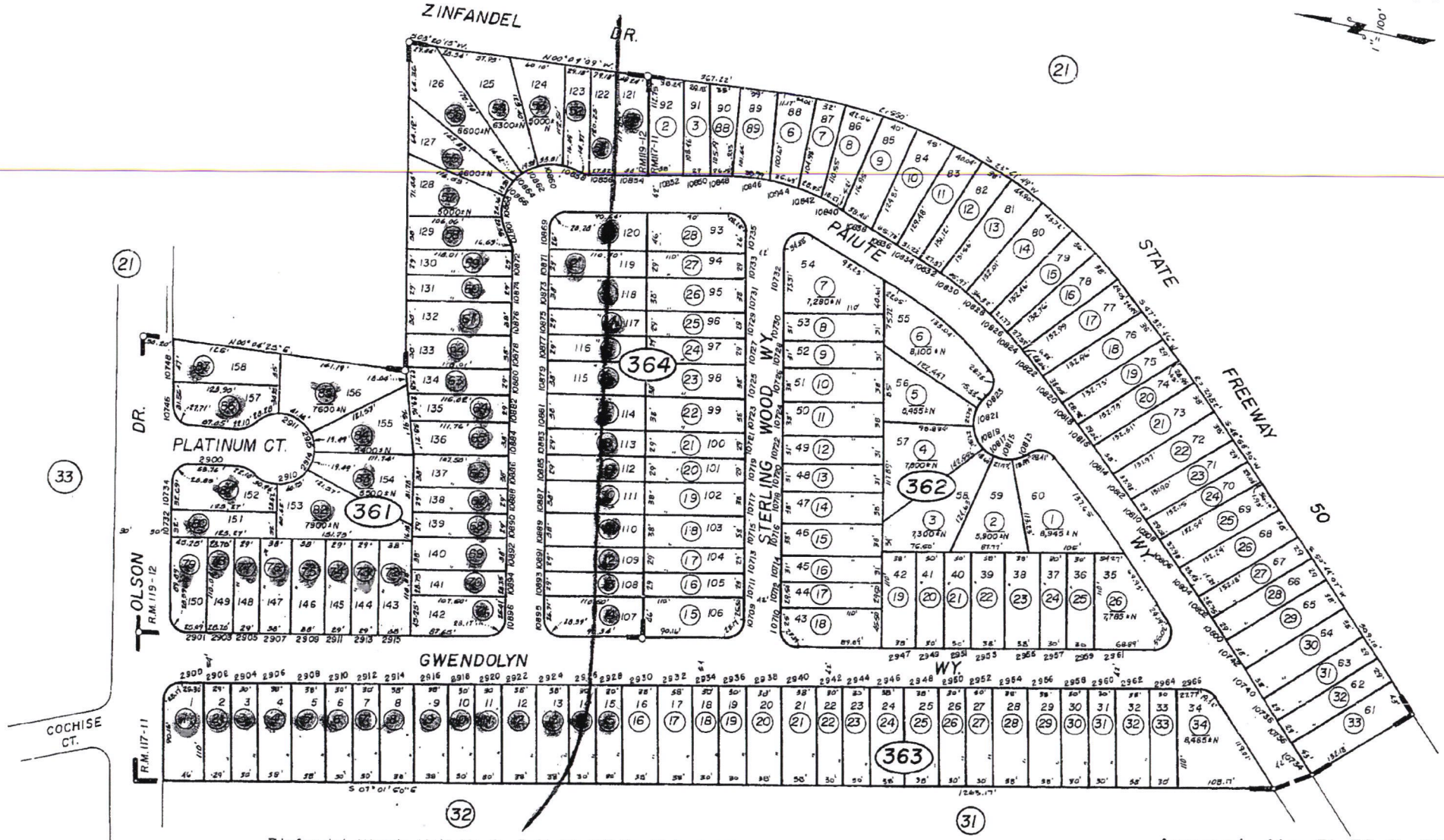
Assessor's Map Bk. 72 Pg. 33
County of Sacramento, Calif.

FEB 0 7 2002

ATTACHMENT 6

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

72-36



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

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

ATTACHMENT 6

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Joseph Chapman, Deputy City Attorney

SUBJECT: **ORDINANCE AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN AND THE ZONING CODE RELATING TO CARDROOMS**

RECOMMENDATION

Waive first reading and introduce Ordinance No. 9-2008.

RESULT OF RECOMMENDED ACTION

This ordinance will amend the Folsom Boulevard Specific Plan and the Zoning Code in order to change the appropriate zoning designations and parking standards for cardrooms and will have a city-wide effect on the location of cardrooms.

BACKGROUND

Upon the City's incorporation, two cardrooms were operating in the City: Rancho's Club, located at 2740 Mills Park Drive; and the Don Juan Club, located at 2780 Don Juan Avenue.

While Rancho's Club continues to operate, the Don Juan Club is no longer in operation and its owner is currently in the process of transferring the business's state license interests to a third-party business entity, Cal-Pac. In 2006, Cal-Pac informed the City of its intent to open a new cardroom in the City.

In light of the possible opening of a new cardroom and the ongoing planning activities of the City, the City Council adopted a moratorium in November of 2006 prohibiting the establishment of new and the expansion of existing cardrooms within the City. This moratorium will end on March 18, 2008.

The moratorium was put into place in order to allow City staff an opportunity to evaluate whether and how regulations addressing cardrooms should be changed. Three factors underlie the question of whether the cardroom regulations existing in November 2006 are adequate to address the needs of the City:

1. The City had inherited its cardroom zoning regulations from the County. City experience has been that rules drafted to address County needs are not necessarily suitable to address the needs of the City;

2. The City had just adopted its General Plan in June of 2006. The General Plan establishes a number of new planning goals and policies directed at reshaping the layout and development of the City. The zoning provisions inherited from the County may not adequately reflect the new General Plan standards and goals; and

3. Following adoption of the new General Plan, the City had begun to undertake the process of updating its zoning provisions. These updates included the establishment of new types of zoning, rezoning of existing properties in the City, and a revamp of the City Zoning Code, all of which could effect the potential or desired location of cardrooms in the City.

Planning Commission Recommendation

On February 28, 2008, the Planning Commission held a public hearing regarding the proposed ordinance. Following the hearing and discussion on the item, the Planning Commission adopted a motion recommending Council adoption of the proposed ordinance subject to two recommendations concerning the issuance of CUPs and parking standards. These recommendations are discussed in more detail below.

Proposed Zoning Changes

After evaluating the objectives and trends of the City's overall planning transformation and analyzing the impacts this transformation has on cardroom regulation, and receiving direction from the Planning Commission on February 28, 2008, City staff is recommending the following changes to the Zoning Code:

1. Restrict the location of cardrooms to Commercial Mixed Use (CMU) zoning subject to issuance of a conditional use permit. Under the rules inherited from the County, cardrooms were permitted in all commercial zones of the City subject to the issuance of a conditional use permit. Since 2006, however, the City has been eliminating the old commercial zoning designations. In their place, the City has been establishing new mixed-use zoning designations designed to encourage the integration of residential, commercial, office and industrial uses in order to foster smart growth principles such as balanced and integrated land uses, compact urban design, quality design, and regeneration/infill. Of the various mixed use categories that have been created by the City, it is staff's opinion that CMU is the most appropriate zoning designation for cardrooms.

The purpose of the CMU zoning district is to designate property for vibrant commercial and mixed use development. While predominantly a commercial district, CMU zoning is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. It is staff's opinion that CMU zoning is the logical choice for placement of a commercial/entertainment use such as a cardroom. Other mixed use zones such as Residential Mixed Use (RMU), Office Professional Mixed Use (OPMU), and Office Industrial Mixed Use (OIMU), are not as ideal for siting cardrooms due to the fact that the predominant uses of those sites will be something other than commercial. It is staff's opinion that the City will be better served by having cardrooms located in high commercial areas where the use has a better opportunity to be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs. Locating cardrooms in high commercial areas will

also lessen any negative impacts that cardrooms might have on residential or office uses.

CMU zoning is predominantly located along Folsom Boulevard, and extends out in to the proposed annexation area east of Sunrise Boulevard. Pockets of CMU zoning are also located in other areas of the City, including Sunrise Boulevard and Bradshaw Road. **Attachment 2** is a map showing the current locations of CMU zoning in the City and in the proposed annexation area.

Staff is recommending that the siting of cardrooms in CMU zones remain subject to the issuance of a conditional use permit. CUPs allow the City additional planning control over a use and provide the City flexibility to address special issues that may be associated with particular types of uses.

2. Restrict the location of cardrooms within the Convention Overlay District to Commercial Mixed Use (CMU) zoning subject to issuance of a conditional use permit. Under the proposal considered by the Planning Commission, cardrooms would be permitted within the Convention Overlay District (CO) by right and would not be required to obtain a conditional use permit. The idea behind this recommendation was to encourage the siting of cardrooms within the CO. The Planning Commission expressed concerns, however, that even within the CO the City should exercise greater control over the location of a proposed cardroom either now or in the future. As such the Planning Commission recommended, and the draft ordinance now provides, that cardrooms located within the CO will still require the issuance of a CUP.

The purpose of the Convention Overlay District (CO) is to establish an area in the City specifically for the development of a convention center with related and supporting uses. The CO is intended to be a special place in the City that is entertaining, vibrant, and inviting to tourists, visitors and residents. As a source of entertainment and recreation, cardrooms are a use that can help the City to achieve its goal of transforming the CO into an area that is entertaining and vibrant. Cardrooms are consistent with uses specifically permitted in the CO such as indoor amusement and entertainment establishments and can complement other uses that are allowed in CO such as restaurants and nightclubs.

3. Update parking standards. Under the City's current parking standards, cardrooms are required to provide one parking space per seat. The Planning Commission considered a standard that would reduce the required parking to 4 spaces per 1000 sq. feet. The Planning Commission expressed concerns about the adequacy of that standard and upon review staff agrees with the Planning Commission's opinion. The proposed standard will remain one parking space per seat, but will be subject to adjustment pursuant to a conditional use permit. Cardrooms will also be subject to a bicycle parking requirement of 0.4 spaces per 1000 sq. feet.

Consistency with General Plan

CMU zoning is concentrated along Folsom Boulevard and contributes a significant part of the zoning for the Folsom Boulevard Specific Plan Area, the Downtown Planning Area and the Convention Overlay District. Focusing the placement of cardrooms in these areas is consistent with General Plan objectives regarding the revitalization of these areas and the establishment of areas in the City that are entertaining, vibrant, and

inviting to tourists, visitors and residents. The proposed zoning changes are specifically consistent with the following policies of the City's General Plan:

Land Use Policy 2.3 – Encourage the clustering of similar uses into areas or districts that have common needs and that are compatible with one another, in order to maximize their efficiency and identity for Rancho Cordova. Locating cardrooms in high commercial areas such as those found in the FBSP area and the Downtown Planning Area provides the use with a better opportunity to be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs.

Land Use Policy 6.3 – Create a vibrant Downtown that is a destination place for residents, workers, and visitors, anchored by retail, civic, office, and residential uses and connects old and new parts of the City together; and ***Economic Development Policy 3.1*** – Create an economically diverse and financially successful Downtown and civic center where government offices, businesses, retail, services, entertainment, residential uses, and public spaces are clustered. It is the City's intent that the Downtown area become a vibrant place to live, work, play and shop. The vision is for a pedestrian-friendly gathering place for both daytime and nighttime activities. As a source of entertainment and recreation, cardrooms are a use that can help the City achieve its goal of transforming the Downtown into a vibrant, and economically diverse area that is a destination place for the public to play and gather together.

Land Use Policy 6.4 – Revitalize Folsom Boulevard consistent with Folsom Boulevard Planning Area. Revitalization of the Folsom Boulevard corridor is of prime importance to the City. The General Plan designates the Folsom Boulevard Specific Plan as the planning document for establishing the land use plan for the Folsom Boulevard corridor. One of the primary ideas for revitalizing Folsom Boulevard is the creation of pulse points where concentrations of a complementary mix of commercial uses and activities can be located. Several types of mixed-use zoning, including CMU, have been created and are the means by which the City intends to establish the complementary mix of uses associated with pulse point development. The purpose of the CMU zoning district is to designate property for vibrant commercial and mixed use development. While predominantly a commercial district, CMU zoning is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. CMU zoning is the logical choice for placement of a commercial/entertainment use such as a cardroom where the use can be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs. The Folsom Boulevard Planning Area also partially encompasses the Downtown Planning Area discussed above.

Economic Development Policy 4.1 – Establish a convention center within the Convention Overlay along Folsom Boulevard and Sunrise Boulevard that includes and supports hotels, restaurants, meeting spaces, shopping and entertainment venues in Rancho Cordova. The Convention Overlay District has been established by the City as a planning tool for implementing the goals of the Convention Overlay. The purpose of the Convention Overlay District (CO) is to establish an area in the City specifically for the development of a convention center with related and supporting uses. The CO is intended to be a special place in the City that is entertaining, vibrant, and inviting to tourists, visitors and residents. As a source of entertainment and recreation, cardrooms

are a use that can help the City to achieve its goal of transforming the CO into an area that is entertaining and vibrant.

Consistency with Folsom Boulevard Specific Plan

The proposed ordinance is consistent with the Folsom Boulevard Specific Plan. As discussed with respect to the General Plan, revitalization of the Folsom Boulevard corridor is of prime importance to the City. The Folsom Boulevard Specific Plan is the primary planning document for establishing the land use plan for the Folsom Boulevard corridor. The use of high commercial activity pulse points and mixed-use zoning is one approach implemented by the Specific Plan to achieve revitalization of Folsom Boulevard. CMU zoning is an important component of the mixed-use zoning approach adopted by the City as part of the Folsom Boulevard Specific Plan. CMU zoning is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. CMU zoning is the logical choice for placement of a commercial/entertainment use such as a cardroom where the use can be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs.

ENVIRONMENTAL ANALYSIS

This ordinance proposes a change in zoning designation and parking standards for cardrooms that are consistent with existing City standards. Staff has determined that the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. As a result, the ordinance is exempt from CEQA pursuant to CEQA Guideline 15060(c)(2).

FINANCIAL IMPLICATIONS TO CITY

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

REQUESTED MOTION

"I move that the City Council introduce Ordinance 09-2008 amending the Folsom Boulevard Specific Plan and the Zoning Code in order to establish Commercial Mixed Use and the Convention Overlay District as the appropriate zone locations for cardrooms and establishing new parking standards for cardrooms, waive the first reading, and continue the ordinance to the April 21, 2008, City Council meeting for adoption."

ATTACHMENTS

1. Ordinance 09-2008
2. City Zoning Map
3. Annexation Zoning Map

Attachment 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 09-2008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN AND THE RANCHO CORDOVA ZONING CODE RELATING TO THE LOCATION AND REGULATION OF CARDROOMS

RECITALS

WHEREAS, on June 26, 2006, the City of Rancho Cordova ("City") adopted its first General Plan pursuant to Resolution 117-2006; and

WHEREAS, the purpose of zoning ordinances is to carry out the policies of the City's General Plan by classifying and regulating the uses of land and structures within the City, consistent with the General Plan; and

WHEREAS, on November 6, 2006, the City adopted the Folsom Boulevard Specific Plan; and

WHEREAS, pursuant to Government Code section 65454 adopted specific plans must be consistent with the adopted general plan; and

WHEREAS, pursuant to Government Code section 65860(a), the City's zoning ordinances must be consistent with the adopted general plan; and

WHEREAS, the City has placed a moratorium on the establishment of new cardrooms and the expansion of existing cardrooms. The moratorium will expire on March 18, 2008; and

WHEREAS, since the moratorium was established the City has been undertaking a comprehensive update of its Zoning Code; and

WHEREAS, the moratorium was adopted in order to allow the City an opportunity to evaluate whether cardrooms should be changed in light of the fact that: the City's current cardroom standards were inherited from the County of Sacramento upon incorporation; the City adopted its first General Plan in June 2006, which established goals and policies directed at reshaping the layout and development of the City; and the City was preparing a comprehensive update of its Zoning Code, which could in turn effect the desired location of cardrooms in the City; and

WHEREAS, on February 28, 2008, the Rancho Cordova Planning Commission held a duly noticed public hearing regarding this ordinance and recommended adoption of the ordinance by the Rancho Cordova City Council ("City Council") subject to certain considerations regarding parking and the requirements of conditional use permits; and

WHEREAS, on March 17, 2008, the City Council held a duly noticed public hearing, considered a report from City staff and received public testimony regarding this ordinance and the zoning of cardrooms;

DECISION

NOW, THEREFORE, The City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1. Findings. The City Council makes the following findings with respect to the adoption of this ordinance:

A. The foregoing recitals are true and correct and incorporated by reference as a part of these findings; and

B. Amendment of the City's zoning regulations regarding cardrooms is necessary in order to address the goals and policies of the City following the City's adoption of its General Plan and the Folsom Boulevard Specific Plan in 2006; and

C. The ordinance is consistent with the City's General Plan. This ordinance addresses the following General Plan policies:

1. ***Land Use Policy 2.3*** – Encourage the clustering of similar uses into areas or districts that have common needs and that are compatible with one another, in order to maximize their efficiency and identity for Rancho Cordova. Locating cardrooms in high commercial areas such as those found in the Folsom Boulevard Specific Plan area and the Downtown Planning Area provides the use with a better opportunity to be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs.

2. ***Land Use Policy 6.3*** – Create a vibrant Downtown that is a destination place for residents, workers, and visitors, anchored by retail, civic, office, and residential uses and connects old and new parts of the City together; and ***Economic Development Policy 3.1*** – Create an economically diverse and financially successful Downtown and civic center where government offices, businesses, retail, services, entertainment, residential uses, and public spaces are clustered. It is the City's intent that the Downtown area become a vibrant place to live, work, play and shop. The vision is for a pedestrian-friendly gathering place for both daytime and nighttime activities. As a source of entertainment and recreation, cardrooms are a use that can help the City achieve its goal of transforming the Downtown into a vibrant, and economically diverse area that is a destination place for the public to play and gather together.

3. ***Land Use Policy 6.4*** – Revitalize Folsom Boulevard consistent with Folsom Boulevard Planning Area. Revitalization of the Folsom Boulevard corridor is of prime importance to the City. The General Plan designates the Folsom Boulevard Specific Plan as the planning document for establishing the land use plan for the Folsom

Boulevard corridor. One of the primary ideas for revitalizing Folsom Boulevard is the creation of pulse points where concentrations of a complementary mix of commercial uses and activities can be located. Several types of mixed-use zoning, including Commercial Mixes Use (CMU), have been created and are the means by which the City intends to establish the complementary mix of uses associated with pulse point development. The purpose of the CMU zoning district is to designate property for vibrant commercial and mixed use development. While predominantly a commercial district, CMU zoning is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. CMU zoning is the logical choice for placement of a commercial/entertainment use such as a cardroom where the use can be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs. The Folsom Boulevard Planning Area also partially encompasses the Downtown Planning Area discussed above.

4. ***Economic Development Policy 4.1*** – Establish a convention center within the Convention Overlay along Folsom Boulevard and Sunrise Boulevard that includes and supports hotels, restaurants, meeting spaces, shopping and entertainment venues in Rancho Cordova. The Convention Overlay District has been established by the City as a planning tool for implementing the goals of the Convention Overlay. The purpose of the Convention Overlay District (CO) is to establish an area in the City specifically for the development of a convention center with related and supporting uses. The CO is intended to be a special place in the City that is entertaining, vibrant, and inviting to tourists, visitors and residents. As a source of entertainment and recreation, cardrooms are a use that can help the City to achieve its goal of transforming the CO into an area that is entertaining and vibrant.

D. The ordinance is consistent with the Folsom Boulevard Specific Plan. Revitalization of the Folsom Boulevard corridor is of prime importance to the City. The Folsom Boulevard Specific Plan is the primary planning document for establishing the land use plan for the Folsom Boulevard corridor. The use of high commercial activity pulse points and mixed-use zoning is one approach implemented by the Specific Plan to achieve revitalization of Folsom Boulevard. CMU zoning is an important component of the mixed-use zoning approach adopted by the City as part of the Folsom Boulevard Specific Plan. CMU zoning is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. CMU zoning is the logical choice for placement of a commercial/entertainment use such as a cardroom where the use can be successfully integrated with other commercial uses that complement or can be complemented by a cardroom, such as restaurants and nightclubs.

E. This ordinance is exempt from California Environmental Quality Act in accordance with CEQA Guideline 15060(c)(2). The ordinance proposes a change in zoning designation and parking standards for cardrooms that are consistent with existing City standards. The ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 2: Appendix A, "Use Classification Listing," subheading, "Retail, Service and Office Uses," of the Folsom Boulevard Specific Plan is amended to add the following use:

"**Cardrooms.** Gambling establishments regulated pursuant to Rancho Cordova Municipal Code Chapter 4.22, "Cardrooms."

SECTION 3: Chapter 5, "Land Plan," Table 1, "Allowed Uses in the Convention District Overlay," of the Folsom Boulevard Specific Plan is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use – Use Classification	Convention Overlay District
Cardrooms	CUP[1]

Notes:

1. Cardrooms shall be located only within underlying CMU zoning.

SECTION 4: Chapter 5, "Land Plan," Table 2, "Allowed Uses for Mixed Use Zoning Districts," of the Folsom Boulevard Specific Plan is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use – Classification	MDR	RMU	CMU	OPMU	OIMU
Cardrooms	N	N	CUP	N	N

SECTION 5: Chapter 5, "Land Plan," Table 3, "Vehicle and Bicycle Parking Standards for Mixed Use Zoning Districts," of the Folsom Boulevard Specific Plan is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use Type	Vehicular	Bicycle
Cardrooms	1 space per seat[4]	0.4/1000 sf

Notes:

4. Required vehicular parking may be set independent of this standard pursuant to the issuance of a conditional use permit.

SECTION 6: Title II, "Land Use Zones," Chapter 25, "Commercial Land Use Zones," Table II, Subsection H.5, "Card Room" of the Rancho Cordova Zoning Code is deleted.

SECTION 7: Title II, "Land Use Zones," Chapter 40, "Mixed Use Zoning Districts," Article 2, "Use Classifications," Section 240.02.1, subheading, "Retail, Service and Office Uses," of the Rancho Cordova Zoning Code is amended to add the following use:

"**Cardrooms.** Gambling establishments regulated pursuant to Municipal Code Chapter 4.22, "Cardrooms."

SECTION 8: Title II, "Land Use Zones," Chapter 40, "Mixed Use Zoning Districts," Article 10, "Convention Overlay District," Table V, "Allowed Uses in the Convention District Overlay," of the Rancho Cordova Zoning Code is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use – Use Classification	Convention Overlay District
Cardrooms	CUP[1]

Notes:

1. Cardrooms shall be located only within underlying CMU zoning.

SECTION 9: Title II, "Land Use Zones," Chapter 40, "Mixed Use Zoning Districts," Article 11, "Special Requirements for Mixed Use Districts," Table VI, "Allowed Uses for Mixed Use Zoning Districts," of the Rancho Cordova Zoning Code is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use – Classification	MDR	RMU	CMU	OPMU	OIMU	LIBP
Cardrooms	N	N	CUP	N	N	N

SECTION 10: Title II, "Land Use Zones," Chapter 40, "Mixed Use Zoning Districts," Article 11, "Special Requirements for Mixed Use Districts," Table VII, "Vehicle and Bicycle Parking Standards for Mixed Use Zoning Districts," of the Rancho Cordova Zoning Code is amended to add the following under the subheading, "Retail, Service, and Office Listings":

Land Use Type	Vehicular	Bicycle
Cardrooms	1 space per seat[4]	0.4/1000 sf

Notes:

4. Required vehicular parking may be set independent of this standard pursuant to the issuance of a conditional use permit.

SECTION 11. 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 12. Effective Date and Publication

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

PASSED AND ADOPTED this _____ day of _____, 2008, by the following vote:

AYES:

NOES:

ABSENT:

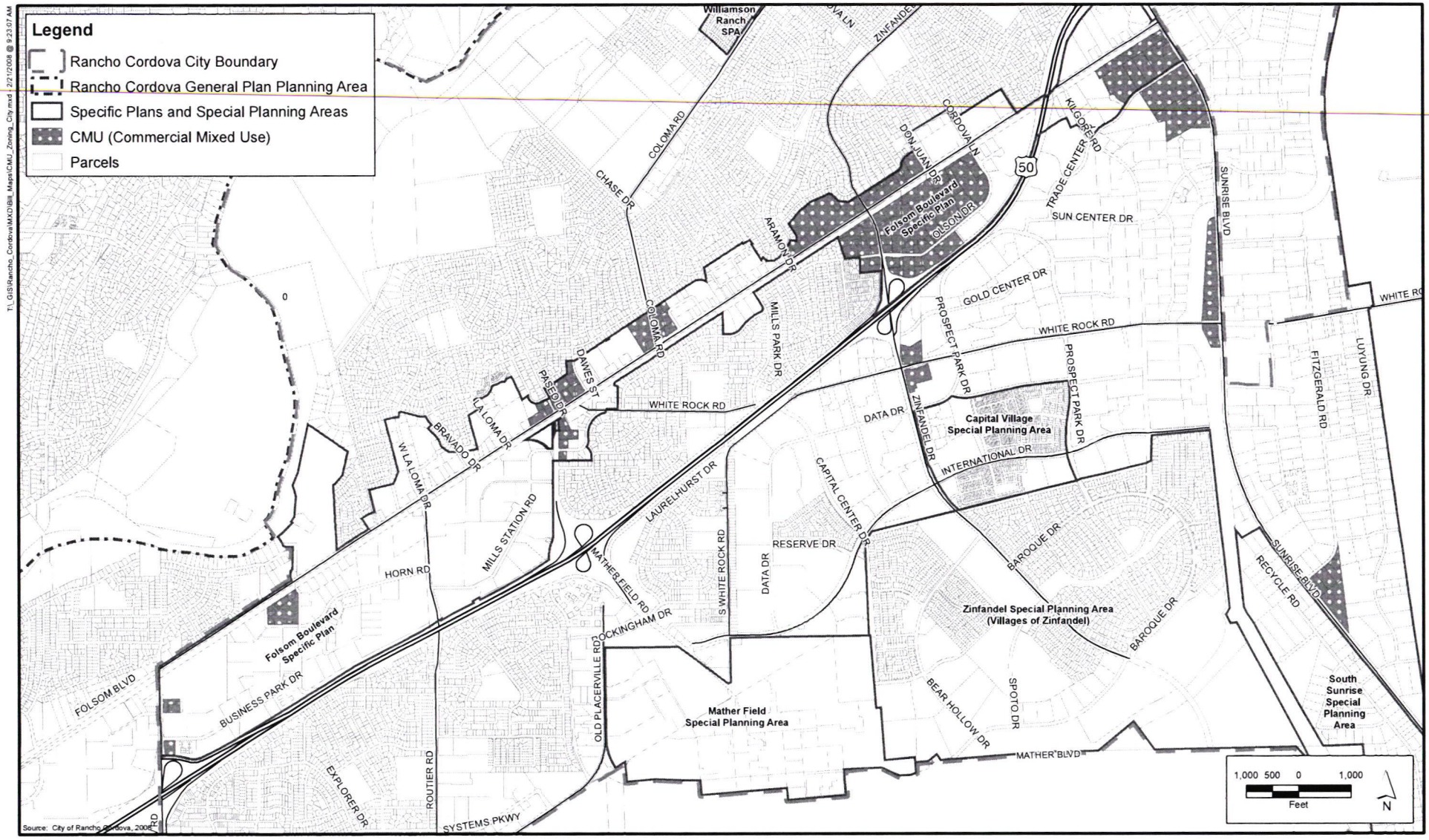
ABSTENTIONS:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

ATTACHMENT 2



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City of Rancho Cordova
Planning Department

Sheet 1

Attachment 2

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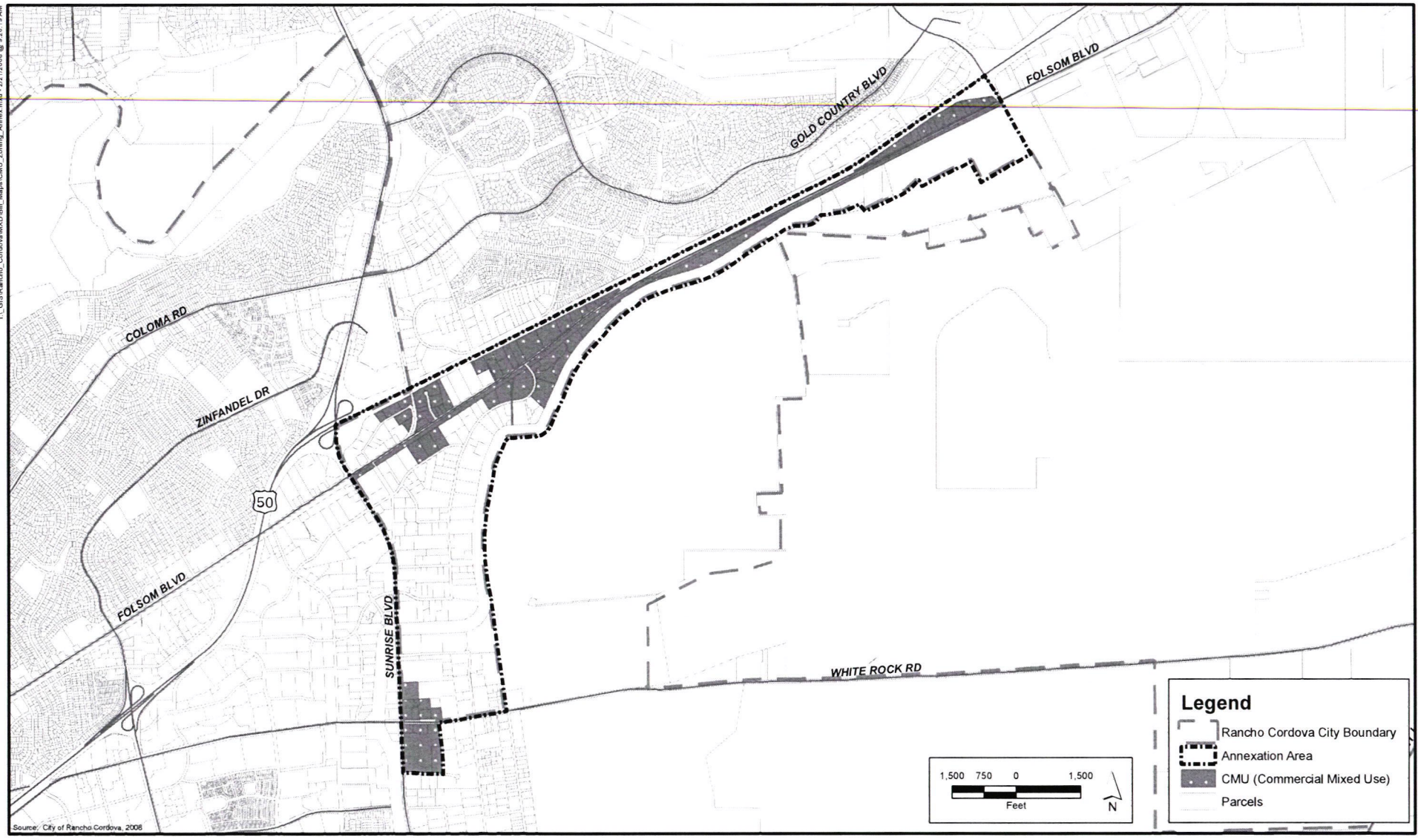

City of Rancho Cordova
Planning Department

Sheet 2

Attachment 3

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Stephanie Snyder, City Manager's Office

SUBJECT: **RESOLUTION AUTHORIZING MAYOR OR MAYOR'S DELEGATE TO ENTER INTO MEMORANDUM OF UNDERSTANDING (MOU) FOR SISTER CITY RELATIONSHIP WITH TURRIALBA, COSTA RICA**

RECOMMENDATION

Adopt Resolution No. 25-2008 Authorizing Mayor or Mayor's delegate to enter into Memorandum of Understanding (MOU) for Sister City Relationship with Turrialba, Costa Rica.

RESULT OF RECOMMENDED ACTION

The City of Rancho Cordova will successfully complete a two year project aimed at establishing our first Sister City relationship to foster people-to-people diplomacy and cultural exchanges.

BACKGROUND

The City's quest for a Sister City relationship began almost two years ago, with the appointment of a Sister Cities Committee comprised of eight residents and two City Council members. The Committee launched into research and community outreach with a goal to eventually culminate in a mutually desirable arrangement with a city in another country that would become our first Sister City. In December 2006, the Committee filed to become a non-profit organization called the Rancho Cordova Sister Cities (RCSC) Council and the original Committee was subsequently dissolved.

The RCSC Council has continued to seek a Sister City relationship while furthering organizational goals of filing for tax-exempt status and building a membership base at the same time. The City continues to partner with the RCSC Council by providing staff support and maintaining the City's annual membership in the Sister Cities International organization, in order to allow the membership benefits to flow through to the RCSC Council.

In the spring of 2007, the RCSC Council was approached by an emissary of the Mayor of Turrialba, Costa Rica regarding our notice posted on the Sister Cities International website for "Cities Seeking Sister Cities." Over the ensuing months, the RCSC Council exchanged information and goals with the office of Mayor Alfonso Perez Gomez,

culminating in a letter from Mayor Perez in August 2007 (**Attachment 1**) and then a draft MOU to be considered by both jurisdictions (**Attachment 2**).

In January, 2008, the City and RCSC Council received a letter in Spanish from Mayor Perez. Although currently in the process of having it translated, we are told that it states his City Council had voted to enter into an agreement with the City of Rancho Cordova under the terms of the draft MOU. Subsequent exchanges between the RCSC Council and Mayor Perez' office have also produced a plan for a delegation from Turrialba to come to Rancho Cordova in late June and be present to participate in an official signing ceremony to be held as part of our Fifth Anniversary festivities. Shortly after the ceremony in our community, a delegation from Rancho Cordova is planning to travel to Costa Rica for a signing ceremony in Turrialba. Both trips are expected to begin the long process of developing friendships and setting up the first in what is hoped to be a long line of cultural, educational and business exchanges to benefit both cities.

The action requested at this time is approval of a resolution that will allow the Mayor or her delegate to sign the official MOU that will be used in both ceremonies and signal the formal beginning of this first Sister City for Rancho Cordova.

ATTACHMENTS

1. Letter from Turrialba, Costa Rica
2. Resolution No. 25-2008 including (Exhibit A) Draft Memorandum of Understanding (MOU)

MUNICIPALIDAD DE TURRIALBA
Alcaldía Municipal
556-02-31 FAX: 556-07-66
http://www.muniturrialba.go.cr

Attachment 1

August 15, 2007

Mr. David Sander, Mayor
City of Rancho Cordova
2797 Prospect Park Drive
Rancho Cordova, CA

Dear Mr. Sander;

It is a great pleasure for me to respond to your gracious letter of June 20, 2007, which formally expresses your interest in beginning a bilateral process of association between your city, Rancho Cordova, California, and mine, Turrialba, Costa Rica.

In a like manner, I wish to formally communicate our interest, here in Turrialba, to continue these efforts, so that we may establish a mutually beneficial Sister City relationship. To further that end, I am very pleased to advise you that the desire on our part was unanimously ratified this past August 7th by the vote of our City Council (Ordinary Session No. 67-2007, 7 August, 2007).

The Municipality of Turrialba was established 104 years ago (August 14, 1903), and comprises a territory of 1,165 square kilometers (approx. 450 square miles), which represents 52% of the area of the Province of Cartago, with a population of approximately 80,000 inhabitants. Within our population can be found 6,000 Indigenous Costa Ricans in scattered village groups.

Our Municipal Government (City Hall) is relatively small, with a workforce of 145 and an annual operating budget of just $4 million. From these figures you can appreciate the difficulty we have in meeting all of the needs of our community.

The city of Turrialba is located at about 645 meters above sea level, in a deep alpine-like valley, formed by Volcano Turrialba, which towers over the valley with an elevation of approximately 10,000 ft. above sea level. And after 150 years of relative dormancy, volcanic activity resumed earlier this year with displays of smoke and vapor clearly visible from all parts of the valley.

Our traditional agricultural production has been based in sugar cane, coffee, milk and cheese, tourism and some light manufacturing. Although Turrialbenos are known as the ***"Azucareros"*** (the sugar makers in english), Turrialba cheese (Queso Turrialba) is famous in all of Central America and has fueled our region's many dairy farms. The coffee producing hacienda in Aquiares (founded in 1539) exports exclusively to Starbucks and many of the coffee plantations in Costa Rica use coffee plants developed here. We have ample water supplies, with about 38% of the country's hydro-electric power being generated by the Angostura dam located in the south of the city. Tourists are attracted to Turrialba primarily by adventure activities like; white water rafting and kayaking, canyoning and canopying. Besides the Volcano Turrialba National Park, we also boast of the country's only National Geological Park, Guayabo.

Another note, all major league baseballs used in the big leagues are hand-sewn here in Turrialba at the Rawling's Baseball Factory. Even Barry Bond's number 756, had its humble beginning here with the hands of a Turrialbeño!.

MUNICIPALIDAD DE TURRIALBA
Alcaldía Municipal
556-02-31 FAX: 556-07-66
http://www.muniturrialba.go.cr

I believe that through an association with Rancho Cordova, we can learn much from you in helping to make our city hall operations more efficient and cost effective as well as interchanges of information and advice in the following areas to name a few:

- o City planning and zoning regulations
- o The Organizational development of city hall
- o Public security, police and crime fighting
- o The promotion of Eco-tourism
- o Help in developing coaching skills in: basketball, volleyball, baseball.
- o Advice and counsel in the development of infrastructure projects: sidewalks, bridges, public buildings, urban environmental improvements
- o Help with the delivery of public health services
- o Interchanges in culture and the arts
- o Attraction of investment, business and jobs to our area

In general, the text of a potential first Memorandum of Understanding between our two cities could include the following central points:

1. To promote the interchange (see list above) of ideas, information and citizens through a great variety of projects and activities including: social, municipal, athletics, academic, business, tourism, professional and the arts.

2. To promote official visits between groups and representatives in areas of expressed mutual interest and benefit.

Finally, I would like to communicate to you, that although we are not as organized or advanced in the Sister City process as you are, we have integrated an informal group of volunteers to get the ball rolling: Mr. Jorge Suner (Businessman) will serve as coordinator,
Dr. Raimundo Riggioni (Physician), Xinia Aguilar, M.Sc. (Journalist), Mr. Paul Moran, MBA (retired banker) and Mr. John Goldberg, M.Sc.(resident of Sacramento, California).

If you would kindly do me the favor of forwarding your email address and fax number, it would greatly facilitate our direct communications.

I wish to thank you again on behalf of the citizens of Turrialba for you interest, and I sincerely hope, that in the near future, we can proclaim Rancho Cordova and Turrialba, Sister Cities!

Cordially,

ALCALDE
Municipalidad de Turrialba

Alfonso Pérez Gómez, M.Sc.
Alcalde
Municipalidad de Turrialba
Costa Rica

MUNICIPALIDAD DE TURRIALBA
DEPTO. DE SECRETARÍA
TEL. 556-02-31 FAX: 556-07-66
http://www.muniturrialba.go.cr

Turrialba, 15 de agosto del 2007

Oficio Nº 1092-2007

Sr.
M.Sc. Alfonso Pérez Gómez,
Alcalde Municipal.
S. D.

Estimado señor:

Me permito transcribirle el Inciso 3, punto 3.10 del Artículo Segundo, de la Sesión Ordinaria No. 67-2007, celebrada por el Concejo Municipal de Turrialba, el día martes 07 de agosto del 2007, que dice lo siguiente:

ARTICULO II
ASUNTOS DE TRAMITE URGENTE

3. **Informes del Alcalde MSC. Alfonso Pérez Gómez**

3.10 Convenio de Hermanamiento

En medio de ese esfuerzo, hago entrega oficial a la Presidencia Municipal, y decirles que desde febrero he venido desarrollando un proceso de negociación para un convenio de hermanamiento con la ciudad Rancho Córdoba ubicada en Sacramento, California, USA. En mis manos tengo una nota oficial firmada por el Alcalde de la ciudad de Rancho Córdoba, la cual oficialmente le ofrece a la ciudad de Turrialba o al cantón un convenio de hermanamiento. Quisiera que consta solamente la carta en el acta, pero el documento de hermanamiento lo pueden revisar en la Secretaría Municipal. Esto es importante en términos de la generación de empleo, de la atracción de turistas, de la asesoría a la Municipalidad, en términos de la promoción del deporte, Sacramento tiene un equipo de basquetball en la NBA, y tiene un equipo de beisball en la segunda liga de las grandes ligas y nos interesa mucho entrelazarlo con la fábrica Rawlings y tratar de obtener alguna asesoría, enviar algunos entrenadores deportivos de Turrialba a capacitarse en los Estados Unidos en básquet, beisball, etc. y fortalecer un poco el trabajo que está haciendo muy bien el Comité de Deportes. Eso no niega que podamos tener asesoría como en el manejo de la criminología, seguridad ciudadana, manejo de la basura y del agua, vamos por buen camino y empezamos a tener frutos.

Se acuerda:

Que el señor Alcalde Msc. Alfonso Pérez Gómez, continúe con las gestiones tan importantes para esta Municipalidad para Turrialba del Hermanamiento con Rancho Cordova y que esperamos sean de mucho provecho. Aprobado.

Email: noemychaves@hotmail.com

MUNICIPALIDAD DE TURRIALBA
DEPTO. DE SECRETARÍA
TEL. 556-02-31 FAX: 556-07-66
http://www.muniturrialba.go.cr

Atentamente,

P / MUNICIPALIDAD DE TURRIALBA

Noemy Chaves Pérez
Original Firmado
Noemy Chaves Pérez,
Secretaria Municipal.

MUNICIPALIDAD DE TURRIALBA
SECRETARIA

cc/
Sr. Cosme Mata Loría – Auxiliar Alcalde Municipal
Sr. David Sander, Mayor City of Rancho Cordova
Sr. John Goldberg
Archivo.

Email: noemychaves@hotmail.com

Attachment 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 25-2008

A RESOLUTION AUTHORIZING MAYOR OR MAYOR'S DELEGATE TO ENTER INTO MEMORANDUM OF UNDERSTANDING (MOU) FOR SISTER CITY RELATIONSHIP WITH TURRIALBA, COSTA RICA

WHEREAS, the City of Rancho Cordova has been seeking a Sister City relationship since 2006; and

WHEREAS, outreach and research by a citizens' committee brought Rancho Cordova together with the City of Turrialba, Costa Rica; and

WHEREAS, both cities have discussed a desire to enter into an agreement that will serve as a meaningful and lasting connection with the goal of enriching both communities; and

WHEREAS, Sister City organizations in both cities desire to commemorate the formal establishment of the relationship with signing ceremonies;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council hereby authorizes the Mayor or Mayor's delegate to enter into Memorandum of Understanding (MOU) **[see Exhibit A]** for Sister City relationship with Turrialba, Costa Rica.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of March, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim City Clerk

EXHIBIT A

Memorandum of Understanding

A Sister City partnership between Turrialba, Costa Rica and Rancho Cordova, California will serve to establish a meaningful and lasting connection with each other in order to enrich our communities.

To that end, the citizens of Turrialba, Costa Rica and the citizens of Rancho Cordova, California agree to:

- Conduct exchanges of ideas, information, and experience through a great variety of projects and activities in the following areas of interest: social, municipal, city government, athletic, academic, business, tourism, professional, and the arts.
- Conduct official visits between citizens, groups, and other representatives in areas of expressed mutual interest and benefit.
- Promote and publicize, within our own communities, our mutual exchanges and visits so they can flourish to benefit a wide cross-section of the citizens in both our communities.
- Encourage people-to-people friendships between the citizens in our communities
- Contribute to a growing understanding of the way of living and the traditions of the citizens between our two communities.

The success of our partnership will be the responsibility of the Sister City organizations within our communities, with the support of both Turrialba and Rancho Cordova citizens.

Therefore, Turrialba, Costa Rica and Rancho Cordova, California do hereby proclaim themselves Sister Cities.

_____ _____

Alfonso Perez Gomez, Alcalde
Municipalidad de Turrialba,
Costa Rica

Linda Budge, Mayor
City of Rancho Cordova.
California

Date: _____

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Mayor and Council Members

FROM: Joseph Chapman, Deputy City Attorney

SUBJECT: **ORDINANCE AMENDING MUNICIPAL CODE CHAPTER 4.22, "CARDROOMS"; CONSIDERATION OF CARDROOM REVENUE TAX**

RECOMMENDATION

1. Waive first reading and introduce Ordinance No. 10-2008; and
2. Provide direction to staff regarding cardroom revenue tax.

RESULT OF RECOMMENDED ACTION

Adoption of this ordinance will modify existing requirements for the licensing and operation of cardrooms. Under the new requirements, the City Manager will be responsible for reviewing cardroom applications and issuing cardroom licenses. In addition to existing criminal background investigation requirements, the City Manager will also review an applicant's operational and business plans prior to issuing a license. An applicant will also be required to file and maintain approved security plans with the Police Department. In terms of operation, the ordinance will allow for an increase in the number of tables from 7 to 9, and will eliminate betting limits.

BACKGROUND

In November 2006 the City Council adopted a moratorium on the establishment of new cardrooms in the City pending a review of the City's zoning regulations applicable to cardrooms. As part of a subsequent extension of the moratorium, the Council directed staff to research and review possible additional regulations concerning the issuance of cardroom licenses and the operation of cardrooms. As part of its discussion, the Council expressed an interest in establishing regulatory improvements that could be used to help the City ensure that cardrooms operating in the City do so in a quality, first-class manner. The moratorium will expire on March 18, 2008.

Since receiving direction from the Council, staff has reviewed regulatory approaches taken by other jurisdictions within California with respect to cardrooms and considered different options for helping the Council achieve its goal. The result of this analysis is reflected in the attached ordinance.

The establishment and operation of cardrooms in the state is governed by the Gambling Control Act (Business and Professions Code sections 19800 et seq.). All cardroom operations must be registered with the state and obtain a state gambling license.

Local jurisdictions are allowed to enact, amend, or enforce any ordinance relating to licensed gambling establishments so long as they are not inconsistent with the applicable provisions of the Gambling Control Act.

In Rancho Cordova, cardrooms are regulated through zoning and via the issuance of a special business license pursuant to Municipal Code Chapter 4.22. A cardroom cannot operate in the City without a valid special business license issued by the City and no more than two cardrooms can be operated in the City at any one time. Currently two cardrooms are licensed to do business in the City: Rancho's Club, located at 2740 Mills Park Drive; and the Don Juan Club, located at 2780 Don Juan Avenue.

While Rancho's Club continues to operate, the Don Juan Club is no longer in operation and its owner is currently in the process of transferring the business's state license interests to a third-party business entity, Cal-Pac. It is anticipated that Cal-Pac will submit applications to the City following expiration of the City's moratorium and the City's adoption of any new regulations pertaining to cardrooms.

PROPOSED CHANGES

The proposed ordinance will modify the City's current cardroom licensing regulations as follows:

1. New application requirements

In addition to undergoing a background investigation, applicants will be required to submit:

- a description of the premises to be used in relation to cardroom activity including but not limited to card playing area, restaurants and any other proposed or existing business or facility on the premises;
- detailed plans of the parking facilities including lighting; and
- a development concept including floor plans, site plan, schematics, design and landscaping. (See sections 4.22.025).

2. The City Manager, not the Chief of Police, will issue cardroom licenses.

Since new application requirements will address subjects beyond the traditional criminal background investigation, the City Manager has been designated as the issuing official. The Chief of Police will still conduct criminal background investigations, but will report his findings and recommendations to the City Manager.

The Chief of Police, however, will still retain oversight for the issuance of employee licenses and game rules.

3. Cardrooms will be required to implement and maintain a security plan.

(Section 4.22.145)

4. Increase in table limits from 7 to 9 and elimination of betting limits.

The Gambling Control Act currently sets forth a moratorium on the expansion of gambling in the state. The moratorium restricts the ability of local jurisdictions to authorize increases in things such as the number of cardrooms and gambling tables, and the hours of operation of gambling establishments. The moratorium was recently extended by the state Legislature to 2015. Recent changes to the Gambling Control Act, however, have given the City the ability to expand the number of cardroom tables and betting limits beyond what was previously allowed under the Act.

Cardtables

The City currently allows cardrooms to have up to 7 cardtables. New state law will allow the City to increase that number to 9.

Betting Limits

The City currently sets maximum betting limits at $50. The state no longer restricts the ability of local jurisdictions to increase maximum betting limits.

The owner of Rancho's Club has requested the City increase the limits. An increase in limits will allow local clubs to better compete for customers with other cardrooms in the County. The ordinance will increase table limits and eliminate betting limits consistent with what other jurisdictions in the County have done. (See Sections 4.22.115 and 4.22.125) For comparison purposes, the current table and betting limits for other local jurisdictions is set forth below.

Jurisdiction	Table Limit	Betting Limit
Rancho Cordova	7	$50
Sacramento County	7	$40
City of Sacramento	9 (15 possible)	$1000
Citrus Heights	9 (15 possible)	No limit
Folsom	6	$300

As indicated in the table, the cities of Sacramento and Citrus Heights have established 9 table limits. Both of those cities have also allowed for an increase to 15 tables per cardroom in the event state law should change once again in the future to allow such an increase. The draft ordinance mirrors those two jurisdictions with respect to table limits.

5. Procedural Changes

Under existing regulations, special business licenses of all types are issued by the Chief of Police. The general procedure for issuing business licenses are set forth in Municipal Code Chapter 4.10. Designating the City Manager to issue cardroom licenses could lead to confusion regarding the proper implementation of procedures set forth in Chapter 4.10. In order to avoid such problems a number of procedural rules have been inserted into Chapter 4.22.

DISCUSSION REGARDING POSSIBLE REVENUE TAX

Some jurisdictions charge cardrooms a tax for revenue generating purposes. These taxes are based upon a percentage of the gross revenue generated by the cardroom. The table below lists some of the jurisdictions in the state that have such a tax in place.

Jurisdiction	Maximum Table #	Gross Revenue Tax
Clovis	15	Ranges from 5% to 10% based upon number of tables
Inglewood	200	Ranges from 10% over $100,000 to flat rate of $885,000 plus 14% over $7,500,000
Bell Gardens	35 min. – 350 max.	Ranges from 8.2% up to $300,000 to flat rate of $163,200 plus 13.2% over $1,600,000
San Jose	40	13% over $10,000
Oceanside	45 per cardroom; 135 max. within city	4%

City staff has not yet evaluated whether such a gross revenue tax is feasible for Rancho Cordova or how much revenue it might generate for the City.

The purpose of raising this issue before the Council at this time is to receive feedback from the Council regarding its interest in having staff explore this option.

In considering this matter, the Council should be aware that a tax **will require voter approval**. In order to approve such a tax for general revenue purposes subject to a simple majority vote, the proposed tax must be on the ballot at the same time one or more Council seats is up for election. November 2008 presents the next opportunity for the Council to place a general tax on the ballot.

If the Council desires, staff can prepare further analysis of this issue and bring a report back to the Council later this year.

REQUESTED MOTION

"I move that the City Council introduce Ordinance 10-2008 amending Municipal Code Chapter 4.22, "Cardrooms" with respect to the licensing and operation of cardrooms, waive the first reading, and continue the ordinance to the April 21, 2008, City Council meeting for adoption."

ATTACHMENTS

1. Ordinance 10-2008
2. Redline Draft

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2008

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 4.22, "CARDROOMS," OF THE RANCHO CORDOVA MUNICIPAL CODE

RECITALS

WHEREAS, upon incorporation, two cardrooms were located and operating within the boundaries of the City of Rancho Cordova; and

WHEREAS, in November 2006 the City Council of Rancho Cordova established a moratorium on the expansion of existing, or the opening of new, cardrooms within the City and directed City staff to research and review possible additional regulations concerning the issuance of cardroom licenses and the operation of cardrooms; and

WHEREAS, on March 17, 2008, the Council considered a proposal from the City staff to amend the City's licensing regulations relating to cardrooms;

DECISION

NOW, THEREFORE, The City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1: Title 4, Chapter 4.22, "Cardrooms," is hereby amended to read as follows:

"**Cardrooms**

4.22.000 Definitions.
4.22.005 License Required;
4.22.010 Statement of Purpose.
4.22.015 Qualifications – Use.
4.22.020 Number of Licenses Limited.
4.22.025 Application for Cardroom License.
4.22.030 Issuance or Denial of Cardroom License
4.22.035 Renewal of Cardroom License
4.22.040 Appeal of City Manager Decision
4.22.045 Revocation of Cardroom License
4.22.050 Employee Permits.
4.22.055 Application for Employee Permits.
4.22.060 Issuance or Denial of Employee Permit.
4.22.065 Revocation of Employee Permits.
4.22.070 Bond.
4.22.075 Responsibility of Licensee.

4.22.080 Records and Audit.
4.22.085 Temporary Suspension.
4.22.090 Temporary Suspension – Notice of Suspension and Appeal.
4.22.095 Operating as a Cardroom Manager or Dealer or Dealer after Temporary Suspension.
4.22.100 Table Operation Fee.
4.22.105 Hours of Operation.
4.22.110 Games Permitted
4.22.115 Equipment – Separation.
4.22.120 Minors Prohibited.
4.22.125 Bets Limited – Notice.
4.22.130 Notice of Table Rent.
4.22.135 Credit Prohibited.
4.22.140 Display of Licenses and Permits.
4.22.145 Protection of Patrons.
4.22.150 Exclusion or Ejection from a Cardroom.
4.22.155 Conflicts.
4.22.160 Severability.
4.22.165 Sunset Provision.

4.22.000 Definitions.

A. Cardroom. As used in this Chapter the term "Cardroom" means any place where gaming is conducted and to which the public is invited to participate.

B. City Manager. As used in this Chapter the term "City Manager" means the City Manager or his or her designee.

C. Gaming or Gambling.

(1) As used in this Chapter the term "Gaming" or "Gambling" means any game of chance played with cards, dice, or any device for currency, money, check, credit, or other thing of value which is not prohibited and made unlawful by Penal Code Chapter 9 (commencing with Section 319) or Chapter 10 (commencing with Section 330) of Title 9 of Part I of the Penal Code or by this Chapter.

(2) "Gaming" or "Gambling" for purposes of this Chapter does not mean the following:

(a) The game of bingo conducted pursuant to and as otherwise regulated by the City of Rancho Cordova Municipal Code.

(b) Any lottery game conducted and regulated by the California State Lottery.

(c) Parimutuel wagering on horse races regulated by the California Horse Racing Board.

(d) Games played with cards in private homes or residences in which no person makes money for operating the game, residences in which no person makes money for operating the game except as a player.

4.22.005 License Required.

No person shall operate or conduct a cardroom in the City unless under and by authority of a valid, unexpired and unrevoked Special Business License authorizing a Cardroom issued pursuant to this Chapter.

4.22.010 Statement of Purpose.

The regulatory provisions of this Chapter are necessary to ensure that Cardrooms are operated reasonably for the protection of public health, safety, and welfare, to provide legitimate Cardrooms where citizens of this City can safely enjoy the entertainment provided by reputable Cardrooms, and to conform to State mandated requirements set by the Gambling Control Act found in the Business and Professions Code commencing with Section 19800, et seq.

4.22.015 Qualifications – Use.

A. If the applicant for a Special Business License to operate a Cardroom is a sole proprietor, the proprietor shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800, et seq.) prior to filing the application for the license. If the applicant is a partnership, corporation, or other business entity owned by more than one individual, the business entity shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800. et seq.) prior to filing an application for a license.

B. The Special Business License issued pursuant to this Chapter shall be placed in use at the designated location no later than ninety (90) days following the issuance thereof and the Special Business License shall remain in use thereafter for the term of the license. Failure to place such license in use at the designated location within the ninety (90) day period provided herein or to maintain the license in use during the term of the license, shall be grounds for revocation of the license by the City Manager. For purposes of this Section "in use" shall mean that at the location designated in the license the business of a Cardroom shall be in operation and that games as provided for in this Chapter shall be conducted therein.

C. For purposes of revocation under this Section, temporary closure of the Cardroom for necessary remodeling, rebuilding, repair improvements or other necessary

and reasonable activity required to operate or improve the operation of the Cardroom when such activities are undertaken by the Licensee in a good faith effort to complete the activity within a reasonable period of time, shall not be grounds for revocation.

D. The Licensee shall cooperate with the City Manager by providing the City Manager the necessary information and documentation upon demand by the City Manager in order for the City Manager to determine whether the Licensee comes under the provisions of this Section requiring revocation of the license. Failure of the Licensee to cooperate with the City Manager pursuant to the provision of this Section shall be grounds for the revocation of the Special Business License to operate the Cardroom.

4.22.020 Number of Licenses Limited.

A. Only two (2) Special Business Licenses to operate Cardrooms shall be issued by the City of Rancho Cordova.

B. In the event there are more applications for Special Business Licenses to operate Cardrooms than the limitation in subdivision (A) of this Section allows, the qualified applicant or applicants to whom a license is issued shall be selected by the City Manager in the order the applications were filed with the City Clerk. Once all available number of licenses are issued, no applications will be accepted or considered until such time as an additional license becomes available. When the additional license becomes available, applications will then be taken and will be considered as provided herein upon the timely filing of a new application therefore. For purposes of this subdivision of this Section, the unrevoked, valid and unexpired license of a Cardroom Licensee who has filed a timely application for renewal of the license is not considered an additional license available for issuance until the license renewal application has been denied and the appeal thereof, if any, has become final.

C. Notwithstanding the provisions of Chapter 4.10, a Licensee shall operate no more than one Cardroom in the City and shall hold no more than one Special Business License issued pursuant to this Chapter to operate that Cardroom; and no more than one Cardroom shall be located within a single structure or at a single location.

4.22.025 Application for Cardroom License.

A. An application for a Special Business License for a cardroom, as required by this Chapter, shall be completed by the applicant and filed with the Office of the Finance Director. The Finance Director shall receive any fee required for the application, assure that the application is complete, and shall forward one copy of the application to the City Manager and one copy to the Chief of Police for processing, investigation, review and action.

In addition to any required fees, the applicant shall submit a deposit of ten thousand dollars ($10,000) at the time of filing an application with the Finance Director. The

deposit shall be used to pay the City's costs for processing, investigating, reviewing and acting on an application that are in excess of any fee amount received.

Notwithstanding payment of any required fees and the deposit, if the City Manager determines that the cost to the City for processing, investigating, reviewing and acting on an application has exceeded the fee and deposit amount received, the applicant shall be required to pay the City such excess costs. The City Manager may condition approval of an application upon the City's receipt of any outstanding excess costs from the applicant.

B. In addition to other information as may be required by said application form for a Special Business License, the applicant(s) shall complete and provide the following information in as great detail as is available or as the City may require:

(1) The status of the applicant as being an individual, a sole proprietorship, a partnership, a joint venture, an association or a corporation;

(2) The name, age and business address of each person who has an interest in the proposed cardroom as described in Section 4.10.040(c)(1) through (c)(8);

(3) Name of proposed cardroom;

(4) A description of the premises to be used in relation to cardroom activity including but not limited to card playing area, restaurants and any other proposed or existing business or facility on the premises;

(5) Detailed plans of the parking facilities including lighting and a security plan. The security plan shall conform with the requirements of Section 4.22.140 and shall be a confidential document and not open to public inspection;

(6) A development concept including floor plans, site plan, schematics, design and landscaping;

(7) A statement of the applicant's experience in the operation and management of card rooms and/or other lawful gambling and/or other related activities;

(8) A statement describing whether the applicants have any financial or other interest in a business organization, whether within or outside California, which is engaged in any form of gambling or gaming;

(9) A statement that such premises will conform to all the laws of the state and the City for occupancies of the nature proposed;

(10) Evidence of compliance with any prerequisites for compliance with the California Gambling Control Act including, but not limited to valid registrations,

licenses, permits, and approvals from the California Division of Gambling Control or Gambling Control Commission, whichever is applicable.

4.22.030 Issuance or Denial of Cardroom License.

A. The investigation of the cardroom application shall be completed as soon as practicable after a complete application is received and in any event not more than 180 days after receipt of a complete application. An application shall be considered only after a full background investigation and report has been made by the Chief of Police and such members of the City staff as are designated by the City Manager.

B. The application shall be considered on the basis of the following, without being limited thereto:

(1) The effect of the granting of such license insofar as the same would affect business, employment and economics in the City;

(2) The financial stability of the applicants, including the personal history, business experience, general reputation, character and any other matters deemed by the City Manager to be necessary or important; and

(3) Any other relevant data, facts or considerations.

C. The Chief of Police shall conduct a background investigation in accordance with the provisions of Section 4.10.035 and shall issue a report to the City Manager setting forth findings and recommendations regarding approval, conditional approval or denial of the application consistent with the provisions of Sections 4.10.040 and 4.10.045.

D. Upon completion of the investigation, the City Manager may grant, conditionally grant, or deny the application. In determining whether to grant a Cardroom License, the City Manager shall be guided by the policy that licenses shall be issued only to those persons who will operate such licensed cardrooms so as to best protect the public health, safety, morals, good order and welfare of the City of Rancho Cordova. Reasons for denying an application or conditionally granting a Cardroom License may include, but shall not be limited to, the following:

(1) The Chief of Police has concluded that the applicant will not conduct the cardroom in a law abiding manner or in a manner which does not subject patrons of the cardroom to risk of harm or criminal, deceitful or otherwise unethical practices in accordance with Section 4.10.040;

(2) Failure of the applicant to have valid registrations, licenses, permits, and/or approvals from the California Division of Gambling Control or Gambling Control Commission, whichever is applicable, to operate a cardroom within Rancho Cordova;

(3) The proposed cardroom will be in violation of federal, state or local law or regulation;

(4) Identification by any law enforcement agency, legislative body or crime commission as a member of, or an associate of, organized criminal elements;

(5) Knowingly making any false statement in the application or as to any other information presented as part of the application process;

(6) Prior unsuitable operation as a card or gaming licensee in another jurisdiction without regard to whether disciplinary action was taken at that time or whether the acts were sufficient to justify revocation of a license;

(7) The applicant does not have the financial capability or business experience to operate a cardroom in a manner which would adequately protect the patrons of the cardroom and the citizens of the community;

(8) The Chief of Police has determined that the security plan is inadequate;

(9) The proposed location of the cardroom is in an area not properly zoned for cardrooms;

(10) The California Division of Gambling Control has objected to the issuance of the Special Business License for cardroom operation;

(11) The applicant is less than twenty-one years of age.

E. If the City Manager conditionally grants an application, the City Manager shall do so in accordance with the procedures set forth in Section 4.10.045.

4.22.035 Renewal of Cardroom License

A. Not later than forty-five (45) days prior to expiration of the term of a Cardroom License, the Finance Director shall transmit to the licensee by mail an application for renewal. The application for renewal shall be in such form and include such information as is prescribed and required by the City Manager.

The application for renewal shall be filed with the Finance Director not later than the date of expiration of the term of the immediately preceding License. The Finance Director shall receive any fee required for the application, assure that the application is complete, and shall forward one copy of the application to the City Manager and one copy to the Chief of Police for processing, investigation, review and action.

The City Manager shall perform such investigation and examination of the applicant, as he or she deems appropriate, and shall receive a report from the Chief of Police regarding renewal of the License. The City Manager shall extend the term of the immediately preceding License during the period of any investigation or examination required in order to determine whether the License should be issued or conditionally issued.

B. The City Manager shall act upon the application for renewal not later than thirty (30) days after the date a valid application is filed. The renewed License shall be issued or conditionally issued unless:

(1) The City Manager finds in writing that one or more of the conditions identified in subdivisions (a), (b), (c) or (d) of Section 4.10.040 pertain;

(2) The City Manager finds in writing that the Licensee has violated any term, condition, requirement, or prohibition imposed by this Chapter, Chapter 4.02 or any other applicable law;

(3) The City Manager finds in writing that one or more conditions applicable to the preceding License have been violated; or

(4) The City Manager finds that the Licensee has failed to submit or maintain an approved security plan.

C. In addition to any other condition deemed necessary and appropriate, the City Manager may condition approval of a renewal application upon the City's receipt of payment from the applicant for any outstanding excess costs incurred by the City in processing, investigating, reviewing and acting on the renewal application.

4.22.040 Appeal of City Manager Decision

A. The applicant or holder of a Cardroom License may file an appeal from the following:

(1) The denial of an initial application for or an application for renewal of a Cardroom License;

(2) The imposition of conditions at the time of issuance of an initial or renewed Cardroom License or during the term thereof;

(3) The termination of a Cardroom License as a result of a change in ownership, pursuant to the provisions of Section 4.10.070; or

(4) The suspension or revocation of a Cardroom License pursuant to this Chapter.

B. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the City Clerk not later than fifteen (15) days after the decision or notice of decision, if applicable, whichever is later. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action which complaint is made shall be deemed to be waived.

C. Upon receipt by the City Clerk of the notice of appeal, a hearing shall be scheduled promptly before the Council but no later than sixty (60) calendar days following the date of filing of the notice of appeal. The City Council shall be authorized to deny the introduction of evidence and decide the matter after oral argument presented during the hearing, or to admit supplementary evidence with respect to challenges or particular findings, or reject the findings and conclusions and conduct a de novo hearing. The determination by the City Council granting or denying the appeal shall be final, and shall be accompanied by findings of fact and conclusions. Pursuant to granting an appeal, the City Council shall be authorized to order the issuance of a license upon such terms and conditions as in the discretion of the City Council are deemed to be necessary and appropriate.

4.22.045 Revocation of Cardroom License

The City Manager shall have authority to revoke a Cardroom License in accordance with the procedures set forth in Sections 4.10.135 and 4.10.145.

4.22.050 Employee Permits.

A. No person shall work in a Cardroom as a manager, employee or independent agent and no person who holds a Special Business License authorizing operation of a Cardroom shall employ any person as a cardroom manager, employee or independent agent unless such person possesses a valid Employee Permit.

B. Notwithstanding the provisions of Chapter 4.10, an Employee Permit as a cardroom manager, employee, or independent agent shall authorize the permittee to operate as a cardroom manager, employee or independent agent in any Cardroom possessing an unrevoked, unexpired and valid Special Business License issued pursuant to this Chapter authorizing the operation of such Cardroom within the City limits. Notwithstanding the provisions of Chapter 4.10, the Employee Permit shall not include the name and address of the Cardroom for which the Employee Permit is issued as the Employee Permit authorizes the permittee to operate within any Cardroom as indicated above.

C. Upon demand by the Chief of Police, the Cardroom shall provide the Chief of Police with the full name and the residence address of persons operating as cardroom managers, employees or independent agents in the Cardroom.

4.22.055 Application for Employee Permits.

In addition to the matters prescribed by Chapter 4.10, an application for an Employee Permit to serve as a cardroom manager, employee or independent agent shall contain a list of each criminal conviction of the applicant, pleas of guilty, or pleas of nolo contendere. The list shall, for each such conviction or pleas, set forth the date of arrest, the offense charged, and the offense of which the applicant was convicted.

4.22.060 Issuance or Denial of Employee Permit.

A. Upon receipt of an application for an Employee Permit to serve as a cardroom manager, employee or independent agent, the Chief of Police shall conduct such investigation as he or she deems necessary.

B. The Chief of Police shall deny an Employee Permit if the Chief of Police finds that the Applicant:

(1) Is less than twenty-one (21) years of age;

(2) Was convicted of any crime punishable as a felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in this state;

(3) Was convicted of any misdemeanor involving dishonesty or moral turpitude within the ten-year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to Sections 1203.4, 1203.4a or 1203.45 of the Penal Code;

(4) Was associated with criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(5) Exhibited contumacious defiance of any legislative investigatory body, or other official investigative body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling, official corruption relating to gambling activities, or criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(6) Fails to provide information, documentation, and assurances required by this article or requested by the chief of police, fails to reveal any fact material to qualification, or supplies information that is untrue or misleading as to a material fact pertaining to the qualification criteria; and/or

(7) Fails to clearly establish eligibility and qualification in accordance with this article.

C. The Chief of Police may deny an Employee Permit if the Chief of Police finds that the applicant:

(1) Was convicted of a crime and the time for appeal has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code Section 1203.4, and the Chief of Police concludes that by reason of the crime or act the applicant would perform his or her duties as a cardroom manager, employee or independent agent in an unlawful manner or in a manner which subjects patrons of the Cardroom to risk of harm or criminal deceitful or otherwise unethical practices; or

(2) Violated or is in noncompliance with any of the provisions and requirements of this Chapter or other applicable law or administrative rule or regulation.

D. Notwithstanding Subsection (C)(1) of this Section an application shall not be denied solely on the basis that the applicant was convicted of a misdemeanor if the applicant has met all applicable requirements of' the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering the denial of a license under California Penal Code Section 4852.05.

E. The Department of Justice, Division of Gambling Control, may object to the issuance of any Employee Permit issued pursuant to this Chapter.

F. The Chief of Police shall have the authority and discretion, but shall be under no obligation, to issue a temporary employee permit for a period not to exceed 30 days pending determination as to whether a prospective employee is eligible for an employee permit

4.22.065 Revocation of Employee Permits.

A. An Employee Permit may be revoked or suspended pursuant to Chapter 4.10 upon any of the following grounds:

(1) Violation of any of the duties requirements or prohibitions set forth in any administrative regulations issued pursuant to this Chapter, Chapter 4.02 or Chapter 4.10;

(2) Misrepresentation of a material fact contained in the application for the permit;

(3) The Chief of Police has acquired information supporting a finding prescribed by Section 4.22.060(C)(1) in relation to the holder of the permit; or

(4) The holder of the permit has violated any term condition or requirement or prohibition established by this Chapter which is applicable to the holder of the permit.

B. An Employee Permit shall be revoked pursuant to Chapter 4.10 upon a

finding that the holder thereof would be disqualified from holding an Employee Permit for the reasons specified in Section 4.22.060(B)(1) or (B)(5).

C. An Employee Permit may be temporarily suspended pending expiration of the time for appeal or exhaustion of an appeal pursuant to Chapter 4.10, as applicable.

4.22.070 Bond.

Before issuing a Special Business License under the provisions of this Chapter, the City Council shall require the applicant, as a condition to the issuance of the Special Business License, to post with the city a cash bond in the sum of One Thousand Dollars ($1,000) or a surety bond in the same amount furnished by a corporate surety authorized to do business in the state payable to the City. The bond shall guarantee that the Licensee shall redeem all chips for cash, and the bond shall be kept in full force and effect by the Licensee throughout the term of the License.

4.22.075 Responsibility of Licensee.

The holder of a Special Business License issued pursuant to this Chapter and Chapter 4.10 shall be financially and otherwise responsible for the operation of the Cardroom and for the conduct of any manager or other employee connected with the operation of the Cardroom. All employees of the Cardroom shall be identified by a name tag measuring no smaller than one inch by three inches and the tag shall be worn in plain view on the upper body of the employee.

4.22.080 Records and Audit.

A. The Licensee shall keep full and accurate records of the income and expenses received and disbursed in connection with the operation, conduct, promotion, suspension, and any other phase of the Cardroom enterprise and card games which are authorized by this Chapter. The records shall be of such types and maintained in such manner as prescribed by the City Manager. Upon demand, the City Manager or any other authorized representative of the City shall have the right to examine and audit such records at any reasonable time and the license holder shall fully cooperate by making such records available.

B. The records described in subdivision (A) of this Section shall be subject to disclosure only pursuant to any suspension, revocation, or other proceedings conducted under this Chapter, Chapter 4.02 or Chapter 4.10; any civil or criminal investigation conducted by the Chief of Police, the District Attorney, the Grand Jury or the City Attorney. For all other purposes, the records shall be kept confidential by the City Manager, as custodian of those records.

4.22.085 Temporary Suspension.

A. The City Manager shall have the authority to temporarily suspend a

Cardroom License and to order the Licensee to immediately cease and desist any further operation of the Cardroom pending expiration of the time for appeal or exhaustion of an appeal pursuant to Chapter 4.22.040 if the City Manager finds that such temporary suspension is necessary in order to protect against a serious and immediate threat to the health or safety of the public caused by exercise of the License and one of the following occurs:

(1) The Licensee is operating the Cardroom in a manner which is a serious and immediate threat to the health or safety of the public;

(2) The Licensee is in violation of any of the provisions of this Chapter, Chapters 4.02, 4.06, and/or 4.10, administrative regulations adopted pursuant to those Chapters, the Penal Code of the State of California, or any applicable law, rule or regulation: or

(3) The City Manager makes a finding pursuant to Section 4.10.040(c) that by reason of the crime or act the patrons of the Cardroom and the public are subject to the immediate risk of harm or criminal, deceitful or otherwise unethical practices.

4.22.090 Temporary Suspension – Notice of Suspension and Appeal.

A. The temporary suspension shall be effective twenty-four (24) hours following delivery of a temporary suspension notice to the licensee as provided in Section 4.10.145. If the licensee is unavailable or unable to be served, notice may be delivered to the person in charge of the Cardroom and mailed to the licensee at the Cardroom premises, and shall take effect twenty (24) hours after the notice is delivered and placed in the mail.

B. The appeal by the holder of the Cardroom License of the suspension of its license pursuant to Section 4.10.135, whose license has been temporarily suspended, shall be as provided in Section 4.22.040.

4.22.095 Operating as a Cardroom Manager or Dealer or Dealer after Temporary Suspension.

It shall be unlawful for the holder of a Cardroom License to operate a Cardroom after temporary suspension of the Cardroom License, and it shall be unlawful for the holder of a Cardroom Employee Permit to operate as a Cardroom manager or dealer in a Cardroom after temporary suspension of the permit and such violation shall be punishable as a misdemeanor.

4.22.100 Table Operation Fee.

A. In addition to any application or renewal license fees imposed by the City pursuant to Chapters 4.06 or 4.10 upon the business of a Cardroom, such Cardroom

shall be charged a quarterly table operation fee for each card table operated by the Licensee or to be operated by the applicant. The amount of this quarterly fee shall be as prescribed by the City Manager and shall be based upon the cost to the City of enforcement and administration of this Chapter, as provided in Section 4.02.060.

Exempted from this quarterly fee are additional tables used for promotional or tournament play; provided, however, that the total number of regular tables plus promotional or tournament tables in use shall not exceed the maximum number of allowable tables as provided for by this Chapter or the Licensee's Special Business License, whichever is less. Such promotional or tournament play and the use of such additional tables for such promotions and tournaments shall not exceed four days in any calendar month. The City Manager and the Chief of Police shall be notified seven days in advance of the promotional or tournament events and shall be notified of the duration and dates of such events.

B. The quarterly table operation fee shall be paid quarterly by the applicant or Licensee to the Director of Finance. The first quarterly fee shall be due at the filing of the initial application for a Special Business License to conduct a Cardroom. Thereafter, the quarterly due dates for payment of the quarterly table operation fee shall be on January 10 for the quarter ending December 31, April 10 for the quarter ending March 31, July 10 for the quarter ending June 30, and October 10 for the quarter ending September 30; except that if any of these days falls on a Sunday or a City holiday, the quarterly due date for payment shall be the day after such Sunday or City holiday. The quarterly table operation fee shall be delinquent if not received or postmarked on or before the quarterly due date for payment as such quarterly due date is defined above.

Prior to the beginning of each quarter the Licensee shall notify the City Manager as to the number of tables to be operated for that new quarter and shall pay to the Director of Finance the table operation fee accordingly. In the event that the Licensee reduces the number of tables in operation during a quarter the City shall not rebate any of the previously paid table operation fees for that quarter.

In the event that the Licensee desires to increase the number of tables in operation during a quarter, the Licensee shall pay to the Director of Finance the appropriate table operation fee for that entire quarter regardless of when the additional tables(s) are added.

C. On the denial by the City Manager of an application or a renewal of a Special Business License to conduct a Cardroom the quarterly table operation fee paid by the applicant or Licensee at the time of filing the initial application or the renewal shall be rebated to the applicant or Licensee by the Director of Finance until the appeal period on the denial has elapsed or, if an appeal is filed, until a final decision upholding the denial has been made and the appeal has become final in the administrative or judicial process, whichever is applicable.

If the applicant's or Licensee's appeal of the denial is granted, the applicant or Licensee shall owe and pay the appropriate table operation fee to the Director of Finance prior to the issuance of the Special Business License.

4.22.105 Hours of Operation.

A. Except as otherwise provided hereinafter in subdivision (B) of this Section, the Licensee may operate a Cardroom twenty-four (24) hours a day and seven (7) days a week.

B. Applicants for a Cardroom license to operate a Cardroom after the effective date of this ordinance may be required to secure a use permit as approved by the appropriate authority in accordance with the requirements of the Zoning Code of the City. Operation of the Cardroom shall thereafter be in accordance with the hours set by the use permit.

4.22.110 Games Permitted.

A. Cardrooms licensed to conduct gaming in the City of Rancho Cordova shall be permitted to conduct all lawful card games allowed under applicable state law and/or state regulations.

B. Written rules for each card game offered by a Cardroom shall be provided to any patron upon request. The Licensee shall file with the Chief of Police a written copy of the rules to each card game played in the Cardroom within thirty (30) days of the effective date of this ordinance. The Chief of Police is authorized to require modifications to the rules of such games to ensure compliance with the law.

C. The Licensee shall neither conduct games which are not on file with the Chief of Police nor change the rules of existing games that are on file with the Chief of Police. Should the Licensee desire to either conduct new games or change the rules to existing games, Licensee shall file with the Chief of Police a written copy of the rules for the proposed new games and/or the proposed new rules of an existing game within ninety (90) days. The Chief of Police shall review proposed new card games and/or proposed new rules of an existing game within ninety (90) days. The Chief of Police shall approve the proposed new card and/or proposed new rules to an existing game provided such new game or rules conform to state law.

D. If the game is patented, the Licensee shall obtain written permission from the patent-owner prior to offering the game to patrons and prior to acquiring the approval of the Chief of Police to conduct the game.

E. Except as provided in subdivision (A) of this Section, all other gaming (including, but not limited to gaming played with dice or any device for money) not otherwise prohibited by California law is prohibited. Nothing contained in this Chapter shall be construed to permit the licensing of any gambling declared illegal in the State of

California.

4.22.115 Equipment – Separation.

A. No cardroom shall maintain or operate more than nine card tables at any one time. However, should judicial or legislative action alter the restrictions on limitations in the Gambling Control Act, Business and Professions Code § 19800 et seq., to allow for an increase in the current number of tables without voter approval, the maximum number of tables shall be increased up to the amount such judicial or legislative action allows, not to exceed a maximum of 15 tables. Tables used during tournaments or free special events shall count toward this maximum table limit. Chairs shall be provided for all card players. No more than twelve players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable state law and/or state regulations, such equipment shall also be allowed in the City.

B. Each licensed Cardroom shall be maintained separate and apart from any other room or business operated in the building, but may be connected by a door.

4.22.120 Minors Prohibited.

No person under the age of twenty-one (21) years shall be permitted to frequent a Cardroom or to engage in any card game conducted therein.

4.22.125 Bets Limited – Notice.

There are no mandatory limits on the amount wagered in any permitted game. However, the licensee of a gambling establishment may impose wagering limits on any game at his or her discretion. No player shall be able to bet with cash money, markers or anything other than poker chips. The wagering limits for each table shall be clearly displayed at that table so that those who are playing at that table may be aware of the wagering limit. Notice of all the provisions and restrictions provided in this section shall be posted in a conspicuous place in the Cardroom.

4.22.130 Notice of Table Rent.

The Licensee shall post in a conspicuous place in the Cardroom notice of the amount of table rent to be charged for each table and notice of the total number of tables permitted to be in operation during the particular quarter.

4.22.135 Credit Prohibited.

No Cardroom shall extend credit to any patron in order for the patron to participate in a

card game.

4.22.140 Display of Licenses and Permits.

A copy of the Special Business License applicable to the Cardroom premises and the Employee Permit of any person employed as a manager or dealer shall be posted and. exhibited while in force in some conspicuous place on the Cardroom premises.

4.22.145 Protection of Patrons.

A. The Licensee shall be responsible for maintaining security on both the premises of the Cardroom and the parking lot used by the Cardroom for its patrons and employees. Each Licensee shall maintain and implement a plan for security and safety of patrons and employees of the Licensee in and around the gaming establishment. The plan shall set forth provisions necessary to ensure the safety and security of patrons and employees, including measures taken or instituted on the cardroom site to avoid follow home robbers. Upon renewing a Special Business License as set forth in Municipal Code Section 4.22.035, the Licensee shall submit with the renewal application the security plan for reapproval and shall include a statement of any proposed changes to the security plan and a detailed summary of all known incidents involving or affecting patron or employee security and safety in and around the establishment for the preceding year. Failure to submit or maintain an approved security plan shall be grounds for the denial or revocation of a Cardroom License.

B. The contents of a security plan shall also provide a complete description and layout of all security measures, both physical and operational, for the handling of money, including but not limited to provisions, if applicable, for the following:

1) Purchase of chips and protection against counterfeit chips;

(2) Check-cashing or ATM card-cashing procedure;

(3) Procedures for bringing money to or removing money from the premises; and/or

(4) Procedures for determining and depositing daily gross receipts.

All information provided regarding security measures, internal controls, or provisions relating to the handling of cash, chips, and cards shall be deemed confidential and shall not be available for public inspection unless required by law.

C. If, at any time, the Chief of Police determines that security measures beyond those contained in an approved security plan are necessary to protect the health and safety of the public, the Chief of Police is authorized to require such additional security measures as are deemed necessary. Such additional security measures may include, but shall not be limited to, placement of or an increase in uniformed security

personnel on both the premises and the parking lot used by the Cardroom for its patrons and employees, and the installation of security cameras. Such determinations by the Chief of Police shall be based on the:

(1) Propensity for peace disturbances or criminal activity in the geographic area in which the Cardroom is located;

(2) Criminal activity or peace disturbances on Cardroom premises or the parking lot used by the Cardroom for its patrons and employees;

(3) Particular time of day; and/or

(4) Any other factors which affect the health and safety of the public and Cardroom patrons

The Chief of Police shall notify the Licensee in writing of the necessary security plan changes and shall provide the Licensee with a reasonable period of time to implement the changes. Upon receiving the written notice of security plan changes, the Licensee shall conform to those requirements within the time provided and shall maintain those requirements in full force and effect until such time as the Chief of Police deems they are no longer necessary.

D. Between the hours of 2:00 a.m. and 6:00 a.m., the Licensee shall not knowingly permit the consumption of alcoholic beverages on the premises or in the parking lot which the Cardroom uses for its patrons.

E. The Licensee shall not knowingly permit any obviously intoxicated person to participate in any card game.

F. The Licensee shall not knowingly permit any illegal activity to occur on the premises or in the parking lot used by the Cardroom for its patrons or employees. Illegal activity includes, but is not limited to, narcotics violations, book marking, illegal gambling loan sharking, receiving stolen property, or prostitution.

G. The Licensee shall permit the Chief of Police, Health Department, Fire Department or any other authorized public official to inspect the premises at any time during the hours of operation.

4.22.150 Exclusion or Ejection from a Cardroom.

Pursuant to and for the reasons set forth in Business and Professions Code Section 19845, the Licensee may exclude or eject individuals from the Licensee's Cardroom. Any individual who is excluded or ejected from any Cardroom and who refuses to leave the premises is subject to arrest for trespassing.

4.22.155 Conflicts.

A. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of an express provision of the city's zoning ordinance or conditions of a use permit of the zoning ordinance or other administrative approvals issued under the zoning ordinance, the city's zoning ordinance, conditions of the use permit under the zoning ordinance, or the administrative approvals issued under the zoning ordinance shall prevail.

B. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of the Gambling Control Act (Business and Professions Code commencing with Section 19800, et seq.) as required by the State of California, then the Gambling Control Act shall prevail.

4.22.160 Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

4.22.165 Sunset Provision.

Sections 4.22.005, 4.22.105, 4.22.110, 4.22.115, 4.22.125, and 4.22.145 shall remain in effect only until December 31, 2011. As of that date, these sections are repealed unless a later enacted ordinance, that is enacted on or before December 31, 2011, deletes or extends that date. Upon repeal of such sections pursuant to this section, all Cardrooms within the City of Rancho Cordova shall be prohibited."

SECTION 2: 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 3: Effective Date and Publication

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

PASSED AND ADOPTED this _____ day of _____, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, Interim CITY CLERK

Cardrooms

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4.22.000 Definitions.

A. Cardroom. As used in this Chapter the term "Cardroom" means any place

where gaming is conducted and to which the public is invited to participate.

B. City Manager. As used in this Chapter the term "City Manager" means the City Manager or his or her designee.

~~B~~C. Gaming or Gambling.

(1) As used in this Chapter the term "Gaming" or "Gambling" means any game of chance played with cards, dice, or any device for currency, money, check, credit, or other thing of value which is not prohibited and made unlawful by Penal Code Chapter 9 (commencing with Section 319) or Chapter 10 (commencing with Section 330) of Title 9 of Part I of the Penal Code or by this Chapter.

(2) "Gaming" or "Gambling" for purposes of this Chapter does not mean the following:

(a) The game of bingo conducted pursuant to and as otherwise regulated by the City of Rancho Cordova Municipal Code.

(b) Any lottery game conducted and regulated by the California State Lottery.

(c) Parimutuel wagering on horse races regulated by the California Horse Racing Board.

(d) Games played with cards in private homes or residences in which no person makes money for operating the game, residences in which no person makes money for operating the game except as a player.

4.22.005 License Required.

No person shall operate or conduct a cardroom in the City unless under and by authority of a valid, unexpired and unrevoked Special Business License authorizing a Cardroom issued pursuant to this Chapter.

~~**4.22.010 Location of Cardrooms.**~~

~~Cardrooms that conduct business within the City on the effective date of this Ordinance from which this section derives are:~~

~~(1) Rancho's Club, located at 2740 Mills Park Drive; and~~

~~(2) the Don Juan Club, located 2780 Don Juan Avenue.~~

4.22.~~015~~ 010 Statement of Purpose.

~~A.~~ The regulatory provisions of this Chapter are necessary to ensure that Cardrooms are operated reasonably for the protection of public health, safety, and welfare, to provide legitimate Cardrooms where citizens of this City can safely enjoy the entertainment provided by reputable Cardrooms, and to conform to State mandated requirements set by the Gambling Control Act found in the Business and Professions Code commencing with Section 19800, et seq. ~~The more liberalized regulations provided in this amendment of the Chapter permit cardrooms to play a wider range of card games and increase the monetary limit on the amount of wagers. With such liberalization of gaming regulations, the City's ability to enforce state and local law is compromised because the City's time, effort and expense increases due to an increased opportunity for dishonesty and criminal conduct. Although many operators are highly reputable, others are creative in avoiding the letter of the law. Gaming brings with it the elements of enjoyment and entertainment for its patrons but also undesirable elements such as compulsive gambling, cheating, dishonesty, and other possible criminal violations and peace disturbances.~~

~~B. If all Licensees were reputable and vigilant, regulatory supervision would be almost perfunctory. Such is the case with many existing licensees. Others, however, require exhaustive monitoring and enforcement. Integrity is a difficult commodity to ascertain in advance of licensure. Thorough screening of applicants prior to licensure is desirable. Pursuant to the regulations set forth in this Chapter, the Chief of Police conducts a thorough investigation into the background of applicants and their entities in order to assure that licensure will not set the stage for fraud or deceit.~~

~~C. This ordinance authorizes the issuance of only two (2) Cardroom licenses in the City. This restriction will limit the expansion of gambling within this community to a level where such gambling will be a source of local entertainment and recreation for local citizens while preventing this community and City from becoming a mecca for professional gamblers and gamblers from other jurisdictions. A "casino" type atmosphere where gambling becomes the major industry or attraction of a community or mecca for gamblers from all jurisdictions is detrimental to the development of this community as such increased and unrestrained gambling creates greater law enforcement problems compromising the ability of law enforcement to totally control the criminal and peace disturbance effects thereof. Limiting the number of licensed Cardrooms assists in the accomplishment of these goals.~~

~~D. The limitation in the number of cardroom licenses available will allow City energies to be more efficiently allocated. The number of Cardrooms will remain at a manageable level for the Chief of Police. The volume of unstable or illegally run Cardroom operations will be more effectively curtailed.~~

~~E. Accordingly, it is the opinion and finding of the Rancho Cordova Chief of Police and of this City Council that a two Cardroom license limit in the City will eliminate many of the above mentioned problems without undue burden on stable and reputable cardrooms. The purpose therefore of the regulatory provisions of this Chapter is to protect the health, safety, and welfare of the citizens within the City limits, to assure that City expenditure is efficiently allocated, and to provide legitimate Cardrooms where citizens of this City can safely enjoy the entertainment provided by reputable Cardrooms."~~

4.22.~~020~~ 015 Qualifications – Use.

A. If the applicant for a Special Business License to operate a Cardroom is a sole proprietor, the proprietor shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800, et seq.) prior to filing the application for the license. If the applicant is a partnership, corporation, or other business entity owned by more than one individual, the business entity shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800. et seq.) prior to filing an application for a license.

B. The Special Business License issued pursuant to this Chapter shall be placed in use at the designated location no later than ninety (90) days following the issuance thereof and the Special Business License shall remain in use thereafter for the term of the license. Failure to place such license in use at the designated location within the ninety (90) day period provided herein or to maintain the license in use during the term of the license, shall be grounds for revocation of the license by the ~~Chief of Police~~City Manager. For purposes of this Section "in use" shall mean that at the location designated in the license the business of a Cardroom shall be in operation and that games as provided for in this Chapter shall be conducted therein.

C. For purposes of revocation under this Section, temporary closure of the Cardroom for necessary remodeling, rebuilding, repair improvements or other necessary and reasonable activity required to operate or improve the operation of the Cardroom when such activities are undertaken by the Licensee in a good faith effort to complete the activity within a reasonable period of time, shall not be grounds for revocation.

D. The Licensee shall cooperate with the ~~Chief of Police~~City Manager by providing the ~~Chief of Police~~City Manager the necessary information and documentation upon demand by the ~~Chief of Police~~City Manager in order for the ~~Chief of Police~~City Manager to determine whether the Licensee comes under the provisions of this Section requiring revocation of the license. Failure of the Licensee to cooperate with the ~~Chief of Police~~City Manager pursuant to the provision of this Section shall be grounds for the revocation of the Special Business License to operate the Cardroom. ~~The procedure for notice of revocation, revocation, and appeal of revocation shall be the same as is provided in Chapter 4.10 for the revocation of Special Business Licenses.~~

4.22.~~025~~ 020 Number of Licenses Limited.

A. Only two (2) Special Business Licenses to operate Cardrooms shall be issued by the City of Rancho Cordova.

B. In the event there are more applications for Special Business Licenses to operate Cardrooms than the limitation in subdivision (A) of this Section allows, the qualified applicant or applicants to whom a license is issued shall be selected by the ~~Chief of Police~~City Manager in the order the applications were filed with the City Clerk. Once all available number of licenses are issued, no applications will be accepted or considered until such time as an additional license becomes available. When the additional license becomes available, applications will then be taken and will be considered as provided herein upon the timely filing of a new application therefore. For purposes of this subdivision of this Section, the unrevoked, valid and unexpired license of a Cardroom Licensee who has filed a timely application for renewal of the license is not considered an additional license available for issuance until the license renewal application has been denied and the appeal thereof, if any, has become final.

C. Notwithstanding the provisions of Chapter 4.10, a Licensee shall operate no more than one Cardroom in the City and shall hold no more than one Special Business License issued pursuant to this Chapter to operate that Cardroom; and no more than one Cardroom shall be located within a single structure or at a single location.

4.22.025 Application for Cardroom License.

A. An application for a Special Business License for a cardroom, as required by this Chapter, shall be completed by the applicant and filed with the Office of the Finance Director. The Finance Director shall receive any fee required for the application, assure that the application is complete, and shall forward one copy of the application to the City Manager and one copy to the Chief of Police for processing, investigation, review and action.

In addition to any required fees, the applicant shall submit a deposit of ten thousand dollars ($10,000) at the time of filing an application with the Finance Director. The deposit shall be used to pay the City's costs for processing, investigating, reviewing and acting on an application that are in excess of any fee amount received.

Notwithstanding payment of any required fees and the deposit, if the City Manager determines that the cost to the City for processing, investigating, reviewing and acting on an application has exceeded the fee and deposit amount received, the applicant shall be required to pay the City such excess costs. The City Manager may condition approval of an application upon the City's receipt of any outstanding excess costs from the applicant.

B. In addition to other information as may be required by said application form for a Special Business License, the applicant(s) shall complete and provide the following information in as great detail as is available or as the City may require:

(1) The status of the applicant as being an individual, a sole proprietorship, a partnership, a joint venture, an association or a corporation;

(2) The name, age and business address of each person who has an interest in the proposed cardroom as described in Section 4.10.040(c)(1) through (c)(8);

(3) Name of proposed cardroom;

(4) A description of the premises to be used in relation to cardroom activity including but not limited to card playing area, restaurants and any other proposed or existing business or facility on the premises;

(5) Detailed plans of the parking facilities including lighting and a security plan. The security plan shall conform with the requirements of Section 4.22.140 and shall be a confidential document and not open to public inspection;

(6) A development concept including floor plans, site plan, schematics, design and landscaping;

(7) A statement of the applicant's experience in the operation and management of card rooms and/or other lawful gambling and/or other related activities;

(8) A statement describing whether the applicants have any financial or other interest in a business organization, whether within or outside California, which is engaged in any form of gambling or gaming;

(9) A statement that such premises will conform to all the laws of the state and the City for occupancies of the nature proposed;

(10) Evidence of compliance with any prerequisites for compliance with the California Gambling Control Act including, but not limited to valid registrations, licenses, permits, and approvals from the California Division of Gambling Control or Gambling Control Commission, whichever is applicable.

4.22.030 Issuance or Denial of Cardroom License.

A. The investigation of the cardroom application shall be completed as soon as practicable after a complete application is received and in any event not more than 180 days after receipt of a complete application. An application shall be considered only after a full background investigation and report has been made by the Chief of Police and such members of the City staff as are designated by the City Manager.

B. The application shall be considered on the basis of the following, without being limited thereto:

(1) The effect of the granting of such license insofar as the same would affect business, employment and economics in the City;

(2) The financial stability of the applicants, including the personal history, business experience, general reputation, character and any other matters deemed by the City Manager to be necessary or important; and

(3) Any other relevant data, facts or considerations.

C. The Chief of Police shall conduct a background investigation in accordance with the provisions of Section 4.10.035 and shall issue a report to the City Manager setting forth findings and recommendations regarding approval, conditional approval or denial of the application consistent with the provisions of Sections 4.10.040 and 4.10.045.

D. Upon completion of the investigation, the City Manager may grant, conditionally grant, or deny the application. In determining whether to grant a Cardroom License, the City Manager shall be guided by the policy that licenses shall be issued only to those persons who will operate such licensed cardrooms so as to best protect the public health, safety, morals, good order and welfare of the City of Rancho Cordova. Reasons for denying an application or conditionally granting a Cardroom License may include, but shall not be limited to, the following:

(1) The Chief of Police has concluded that the applicant will not conduct the cardroom in a law abiding manner or in a manner which does not subject patrons of the cardroom to risk of harm or criminal, deceitful or otherwise unethical practices in accordance with Section 4.10.040;

(2) Failure of the applicant to have valid registrations, licenses, permits, and/or approvals from the California Division of Gambling Control or Gambling Control Commission, whichever is applicable, to operate a cardroom within Rancho Cordova;

(3) The proposed cardroom will be in violation of federal, state or local law or regulation;

(4) Identification by any law enforcement agency, legislative body or crime commission as a member of, or an associate of, organized criminal elements;

(5) Knowingly making any false statement in the application or as to any other information presented as part of the application process;

(6) Prior unsuitable operation as a card or gaming licensee in another jurisdiction without regard to whether disciplinary action was taken at that time or whether the acts were sufficient to justify revocation of a license;

(7) The applicant does not have the financial capability or business experience to operate a cardroom in a manner which would adequately protect the patrons of the cardroom and the citizens of the community;

(8) The Chief of Police has determined that the security plan is inadequate;

(9) The proposed location of the cardroom is in an area not properly zoned for cardrooms;

(10) The California Division of Gambling Control has objected to the issuance of the Special Business License for cardroom operation;

(11) The applicant is less than twenty-one years of age.

E. If the City Manager conditionally grants an application, the City Manager shall do so in accordance with the procedures set forth in Section 4.10.045.

4.22.035 Renewal of Cardroom License

A. Not later than forty-five (45) days prior to expiration of the term of a Cardroom License, the Finance Director shall transmit to the licensee by mail an application for renewal. The application for renewal shall be in such form and include such information as is prescribed and required by the City Manager.

The application for renewal shall be filed with the Finance Director not later than the date of expiration of the term of the immediately preceding License. The Finance Director shall receive any fee required for the application, assure that the application is complete, and shall forward one copy of the application to the City Manager and one copy to the Chief of Police for processing, investigation, review and action.

The City Manager shall perform such investigation and examination of the applicant, as he or she deems appropriate, and shall receive a report from the Chief of Police regarding renewal of the License. The City Manager shall extend the term of the immediately preceding License during the period of any investigation or examination required in order to determine whether the License should be issued or conditionally issued.

B. The City Manager shall act upon the application for renewal not later than thirty (30) days after the date a valid application is filed. The renewed License

shall be issued or conditionally issued unless:

(1) The City Manager finds in writing that one or more of the conditions identified in subdivisions (a), (b), (c) or (d) of Section 4.10.040 pertain;

(2) The City Manager finds in writing that the Licensee has violated any term, condition, requirement, or prohibition imposed by this Chapter, Chapter 4.02 or any other applicable law;

(3) The City Manager finds in writing that one or more conditions applicable to the preceding License have been violated; or

(4) The City Manager finds that the Licensee has failed to submit or maintain an approved security plan.

C. In addition to any other condition deemed necessary and appropriate, the City Manager may condition approval of a renewal application upon the City's receipt of payment from the applicant for any outstanding excess costs incurred by the City in processing, investigating, reviewing and acting on the renewal application.

4.22.040 Appeal of City Manager Decision

A. The applicant or holder of a Cardroom License may file an appeal from the following:

(1) The denial of an initial application for or an application for renewal of a Cardroom License;

(2) The imposition of conditions at the time of issuance of an initial or renewed Cardroom License or during the term thereof;

(3) The termination of a Cardroom License as a result of a change in ownership, pursuant to the provisions of Section 4.10.070; or

(4) The suspension or revocation of a Cardroom License pursuant to this Chapter.

B. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the City Clerk not later than fifteen (15) days after the decision or notice of decision, if applicable, whichever is later. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action which complaint is made shall be deemed to be waived.

C. Upon receipt by the City Clerk of the notice of appeal, a hearing shall be scheduled promptly before the Council but no later than sixty (60) calendar days following the date of filing of the notice of appeal. The City Council shall be

authorized to deny the introduction of evidence and decide the matter after oral argument presented during the hearing, or to admit supplementary evidence with respect to challenges or particular findings, or reject the findings and conclusions and conduct a de novo hearing. The determination by the City Council granting or denying the appeal shall be final, and shall be accompanied by findings of fact and conclusions. Pursuant to granting an appeal, the City Council shall be authorized to order the issuance of a license upon such terms and conditions as in the discretion of the City Council are deemed to be necessary and appropriate.

4.22.045 Revocation of Cardroom License

The City Manager shall have authority to revoke a Cardroom License in accordance with the procedures set forth in Sections 4.10.135 and 4.10.145.

4.22.~~030~~ 050 Employee Permits.

A. No person shall work in a Cardroom as a manager, employee or independent agent and no person who holds a Special Business License authorizing operation of a Cardroom shall employ any person as a cardroom manager, employee or independent agent unless such person possesses a valid Employee Permit.

B. Notwithstanding the provisions of Chapter 4.10, an Employee Permit as a cardroom manager, employee, or independent agent shall authorize the permittee to operate as a cardroom manager, employee or independent agent in any Cardroom possessing an unrevoked, unexpired and valid Special Business License issued pursuant to this Chapter authorizing the operation of such Cardroom within the City limits. Notwithstanding the provisions of Chapter 4.10, the Employee Permit shall not include the name and address of the Cardroom for which the Employee Permit is issued as the Employee Permit authorizes the permittee to operate within any Cardroom as indicated above.

C. Upon demand by the Chief of Police, the Cardroom shall provide the Chief of Police with the full name and the residence address of persons operating as cardroom managers, employees or independent agents in the Cardroom.

4.22.~~035~~ 055 Application for Employee Permits.

In addition to the matters prescribed by Chapter 4.10, an application for an Employee Permit to serve as a cardroom manager, employee or independent agent shall contain a list of each criminal conviction of the applicant, pleas of guilty, or pleas of nolo contendere. The list shall, for each such conviction or pleas, set forth the date of arrest, the offense charged, and the offense of which the applicant was convicted.

4.22.~~040~~ 060 Issuance or Denial of Employee Permit.

A. Upon receipt of an application for an Employee Permit to serve as a cardroom manager, employee or independent agent, the Chief of Police shall conduct such investigation as he or she deems necessary.

B. The Chief of Police shall deny an Employee Permit if the Chief of Police finds that the Applicant:

(1) Is less than twenty-one (21) years of age;

(2) Was convicted of any crime punishable as a felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in this state;

(3) Was convicted of any misdemeanor involving dishonesty or moral turpitude within the ten-year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to Sections 1203.4, 1203.4a or 1203.45 of the Penal Code;

(4) Was associated with criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(5) Exhibited contumacious defiance of any legislative investigatory body, or other official investigative body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling, official corruption relating to gambling activities, or criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(6) Fails to provide information, documentation, and assurances required by this article or requested by the chief of police, fails to reveal any fact material to qualification, or supplies information that is untrue or misleading as to a material fact pertaining to the qualification criteria; and/or

(7) Fails to clearly establish eligibility and qualification in accordance with this article.

C. The Chief of Police may deny an Employee Permit if the Chief of Police finds that the applicant:

(1) Was convicted of a crime and the time for appeal has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code Section 1203.4, and the Chief of Police concludes that by reason of the crime or act the applicant would perform his or her duties as a cardroom manager, employee or independent agent in an unlawful manner or in a manner which subjects patrons of the Cardroom to risk of harm or criminal deceitful or otherwise unethical practices; or

(2) Violated or is in noncompliance with any of the provisions and requirements of this Chapter or other applicable law or administrative rule or regulation.

D. Notwithstanding Subsection (C)(1) of this Section an application shall not be denied solely on the basis that the applicant was convicted of a misdemeanor if the applicant has met all applicable requirements of' the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering the denial of a license under California Penal Code Section 4852.05.

E. The Department of Justice, Division of Gambling Control, may object to the issuance of any Employee Permit issued pursuant to this Chapter.

F. The Chief of Police shall have the authority and discretion, but shall be under no obligation, to issue a temporary employee permit for a period not to exceed 30 days pending determination as to whether a prospective employee is eligible for an employee permit

4.22.~~045~~ 065 Revocation of Employee Permits.

A. An Employee Permit may be revoked or suspended pursuant to Chapter 4.10 upon any of the following grounds:

(1) Violation of any of the duties requirements or prohibitions set forth in any administrative regulations issued pursuant to this Chapter, Chapter 4.02 or Chapter 4.10;

(2) Misrepresentation of a material fact contained in the application for the permit;

(3) The Chief of Police has acquired information supporting a finding prescribed by Section 4.22.~~040~~060(C)(1) in relation to the holder of the permit; or

(4) The holder of the permit has violated any term condition or requirement or prohibition established by this Chapter which is applicable to the holder of the permit.

B. An ~~employee~~ Employee Ppermit shall be revoked pursuant to Chapter 4.10 upon a finding that the holder thereof would be disqualified from holding an Eemployee Ppermit for the reasons specified in Section 4.22.~~040~~060(B)(1) or (B)(5).

C. An Employee Permit may be temporarily suspended pending expiration of the time for appeal or exhaustion of an appeal pursuant to Chapter 4.10, as applicable.

4.22.~~050~~ 070 Bond.

Before issuing a Special Business License under the provisions of this Chapter, the City Council shall require the applicant, as a condition to the issuance of the Special Business License, to post with the city a cash bond in the sum of One Thousand Dollars ($1,000) or a surety bond in the same amount furnished by a corporate surety authorized to do business in the state payable to the City. The bond shall guarantee that the Licensee shall redeem all chips for cash, and the bond shall be kept in full force and effect by the Licensee throughout the term of the License.

4.22.~~055~~ 075 Responsibility of Licensee.

The holder of a Special Business License issued pursuant to this Chapter and Chapter 4.10 shall be financially and otherwise responsible for the operation of the Cardroom and for the conduct of any manager or other employee connected with the operation of the Cardroom. All employees of the Cardroom shall be identified by a name tag measuring no smaller than one inch by three inches and the tag shall be worn in plain view on the upper body of the employee.

4.22.~~060~~ 080 Records and Audit.

A. The Licensee shall keep full and accurate records of the income and expenses received and disbursed in connection with the operation, conduct, promotion, suspension, and any other phase of the Cardroom enterprise and card games which are authorized by this Chapter. The records shall be of such types and maintained in such manner as prescribed by the ~~Chief of Police~~City Manager. Upon demand, the ~~Chief of Police~~City Manager or any other authorized representative of the City shall have the right to examine and audit such records at any reasonable time and the license holder shall fully cooperate by making such records available.

B. The records described in subdivision (A) of this Section shall be subject to disclosure only pursuant to any suspension, revocation, or other proceedings conducted under this Chapter, Chapter 4.02 or Chapter 4.10; any civil or criminal investigation conducted by the Chief of Police, the District Attorney, the Grand Jury or the City Attorney. For all other purposes, the records shall be kept confidential by the ~~Chief of Police~~City Manager, as custodian of those records.

4.22.~~065~~ 085 Temporary Suspension.

A. The ~~Chief of Police~~City Manager shall have the authority to temporarily suspend a Cardroom ~~the Special Business~~ License and to order the Licensee to immediately cease and desist any further operation of the Cardroom pending expiration of the time for appeal or exhaustion of an appeal pursuant to Chapter 4.~~10~~22.040 if the City Manager~~C hief of Police~~ finds that such temporary suspension is necessary in order to protect against a serious and immediate threat to the health or safety of the public caused by exercise of the License and one of the following occurs:

(1) The Licensee is operating the Cardroom in a manner which is a

serious and immediate threat to the health or safety of the public;

(2) The Licensee is in violation of any of the provisions of this Chapter, Chapters 4.02, 4.06, and/or 4.10, administrative regulations adopted pursuant to those Chapters, the Penal Code of the State of California, or any applicable law, rule or regulation: or

(3) The ~~Chief of Police~~City Manager makes a finding pursuant to Section 4.10.040(c) that by reason of the crime or act the patrons of the Cardroom and the public are subject to the immediate risk of harm or criminal, deceitful or otherwise unethical practices.

4.22.~~070~~ 090 Temporary Suspension – Notice of Suspension and Appeal.

A. The temporary suspension shall be effective twenty-four (24) hours following delivery of a temporary suspension notice to the licensee as provided in Section 4.10.145. If the licensee is unavailable or unable to be served, notice may be delivered to the person in charge of the Cardroom and mailed to the licensee at the Cardroom premises, and shall take effect twenty (24) hours after the notice is delivered and placed in the mail.

B. The appeal by the holder of the ~~Special Business~~Cardroom License of the ~~revocation or~~ suspension of its license pursuant to Section 4.10.135, whose license has been temporarily suspended, shall be as provided in Section 4.~~10~~22.~~150~~040.

4.22.~~075~~ 095 Operating as a Cardroom Manager or Dealer or Dealer after ~~Temporary~~ Temporary Suspension.

It shall be unlawful for the holder of a ~~Special Business~~Cardroom License to operate a Cardroom after temporary suspension of the ~~Special Business~~Cardroom License, and it shall be unlawful for the holder of a Cardroom Employee Permit to operate as a Cardroom manager or dealer in a Cardroom after temporary suspension of the permit and such violation shall be punishable as a misdemeanor.

4.22.~~080~~ 100 Table Operation Fee.

A. In addition to any application or renewal license fees imposed by the City pursuant to Chapters 4.06 or 4.10 upon the business of a Cardroom, such Cardroom shall be charged a quarterly table operation fee for each card table operated by the Licensee or to be operated by the applicant. The amount of this quarterly fee shall be as prescribed by the City Manager and shall be based upon the cost to the City of enforcement and administration of this Chapter, as provided in Section 4.02.060.

Exempted from this quarterly fee are additional tables used for promotional or tournament play; provided, however, that the total number of regular tables plus promotional or tournament tables in use shall not exceed the maximum number of

allowable tables as provided for by this Chapter or the Licensee's Special Business License, whichever is less. Such promotional or tournament play and the use of such additional tables for such promotions and tournaments shall not exceed four days in any calendar month. The City Manager and the Chief of Police shall be notified seven days in advance of the promotional or tournament events and shall be notified of the duration and dates of such events.

B. The quarterly table operation fee shall be paid quarterly by the applicant or Licensee to the Director of Finance. The first quarterly fee shall be due at the filing of the initial application for a Special Business License to conduct a Cardroom. Thereafter, the quarterly due dates for payment of the quarterly table operation fee shall be on January 10 for the quarter ending December 31, April 10 for the quarter ending March 31, July 10 for the quarter ending June 30, and October 10 for the quarter ending September 30; except that if any of these days falls on a Sunday or a City holiday, the quarterly due date for payment shall be the day after such Sunday or City holiday. The quarterly table operation fee shall be delinquent if not received or postmarked on or before the quarterly due date for payment as such quarterly due date is defined above.

Prior to the beginning of each quarter the Licensee shall notify the ~~Chief of Police~~City Manager as to the number of tables to be operated for that new quarter and shall pay to the Director of Finance the table operation fee accordingly. In the event that the Licensee reduces the number of tables in operation during a quarter the City shall not rebate any of the previously paid table operation fees for that quarter.

In the event that the Licensee desires to increase the number of tables in operation during a quarter, the Licensee shall pay to the Director of Finance the appropriate table operation fee for that entire quarter regardless of when the additional tables(s) are added.

C. On the denial by the ~~Chief of Police~~City Manager of an application or a renewal of a Special Business License to conduct a Cardroom the quarterly table operation fee paid by the applicant or Licensee at the time of filing the initial application or the renewal shall be rebated to the applicant or Licensee by the Director of Finance until the appeal period on the denial has elapsed or, if an appeal is filed, until a final decision upholding the denial has been made and the appeal has become final in the administrative or judicial process, whichever is applicable.

If the applicant's or Licensee's appeal of the denial is granted, the applicant or Licensee shall owe and pay the appropriate table operation fee to the Director of Finance prior to the issuance of the Special Business License.

4.22.~~085~~105 Hours of Operation.

A. Except as otherwise provided hereinafter in subdivisions (B) ~~and (C)~~ of this Section, the Licensee may operate a Cardroom twenty-four (24) hours a day and

seven (7) days a week.

B. Applicants for a Cardroom license to operate a Cardroom after the effective date of this ordinance ~~shall~~ may be required to secure a use permit as approved by the appropriate authority in accordance with the requirements of the Zoning Code of the City. Operation of the Cardroom shall thereafter be in accordance with the hours set by the use permit.

~~C. Those Cardrooms which possess a valid, unexpired, and unrevoked license to operate a Cardroom issued pursuant to the provisions of this Chapter and operated the Cardroom twenty-four (24) hours a day on Saturday and Sunday or on both such days for at least a continuous six month period immediately preceding the effective date of this ordinance, shall be permitted to continue the same twenty-four (24) hour operation as the Licensee conducted during such continuous six month period without the necessity of securing a use permit pursuant to subdivision (B) of this Section and as was permitted under the immediately preceding Cardroom ordinance. If such Cardroom seeks to operate other than under the same twenty-four (24) hour period it operated during such continuous six month period immediately prior to the effective date of this ordinance, and such Cardroom is located within 500 feet of a. residential zone or 500 feet of property used for residential purposes, then such Cardroom is required to secure a use permit prior to such change in hours or days of operation.~~

4.22.~~090~~110 Games Permitted.

A. Cardrooms licensed to conduct gaming in the City of Rancho Cordova shall be permitted to conduct all lawful card games allowed under applicable state law and/or state regulations.

B. Written rules for each card game offered by a Cardroom shall be provided to any patron upon request. The Licensee shall file with the Chief of Police a written copy of the rules to each card game played in the Cardroom within thirty (30) days of the effective date of this ordinance. The Chief of Police is authorized to require modifications to the rules of such games to ensure compliance with the law.

C. The Licensee shall neither conduct games which are not on file with the Chief of Police nor change the rules of existing games that are on file with the Chief of Police. Should the Licensee desire to either conduct new games or change the rules to existing games, Licensee shall file with the Chief of Police a written copy of the rules for the proposed new games and/or the proposed new rules of an existing game within ninety (90) days. The Chief of Police shall review proposed new card games and/or proposed new rules of an existing game within ninety (90) days. The Chief of Police shall approve the proposed new card and/or proposed new rules to an existing game provided such new game or rules conform to state law.

D. If the game is patented, the Licensee shall obtain written permission from the patent-owner prior to offering the game to patrons and prior to acquiring the

approval of the Chief of Police to conduct the game.

E. Except as provided in subdivision (A) of this Section, all other gaming (including, but not limited to gaming played with dice or any device for money) not otherwise prohibited by California law is prohibited. Nothing contained in this Chapter shall be construed to permit the licensing of any gambling declared illegal in the State of California.

4.22.~~095~~115 Equipment – Separation.

A. No cardroom shall maintain or operate more than nine card tables at any one time. However, should judicial or legislative action alter the restrictions on limitations in the Gambling Control Act, Business and Professions Code § 19800 et seq., to allow for an increase in the current number of tables without voter approval, the maximum number of tables shall be increased up to the amount such judicial or legislative action allows, not to exceed a maximum of 15 tables. Tables used during tournaments or free special events shall count toward this maximum table limit. ~~No Cardroom shall maintain more than seven card tables.~~ Chairs shall be provided for all card players. No more than twelve players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable state law and/or state regulations, such equipment shall also be allowed in the City.

B. Each licensed Cardroom shall be maintained separate and apart from any other room or business operated in the building, but may be connected by a door.

4.22.~~100~~120 Minors Prohibited.

No person under the age of twenty-one (21) years shall be permitted to frequent a Cardroom or to engage in any card game conducted therein.

4.22.~~105~~125 Bets Limited – Notice.

There are no mandatory limits on the amount wagered in any permitted game. However, the licensee of a gambling establishment may impose wagering limits on any game at his or her discretion~~No Player in a cardroom shall be permitted to wager or raise a wager by more than Fifty Dollars ($50.00)~~. No player shall be able to bet with cash money, markers or anything other than poker chips. The wagering limits for each table shall be clearly displayed at that table so that those who are playing at that table may be aware of the wagering limit. Notice of all the provisions and restrictions provided in this section shall be posted in a conspicuous place in the Cardroom.

4.22.~~110~~130 Notice of Table Rent.

The Licensee shall post in a conspicuous place in the Cardroom notice of the amount of table rent to be charged for each table and notice of the total number of tables permitted to be in operation during the particular quarter.

4.22.~~115~~135 Credit Prohibited.

No Cardroom shall extend credit to any patron in order for the patron to participate in a card game.

4.22.~~120~~140 Display of Licenses and Permits.

A copy of the Special Business License applicable to the Cardroom premises and the Employee Permit of any person employed as a manager or dealer shall be posted and. exhibited while in force in some conspicuous place on the Cardroom premises.

4.22.~~125~~145 Protection of Patrons.

A. The Licensee shall be responsible for maintaining security on both the premises of the Cardroom and the parking lot used by the Cardroom for its patrons and employees. Each Licensee shall maintain and implement a plan for security and safety of patrons and employees of the Licensee in and around the gaming establishment. The plan shall set forth provisions necessary to ensure the safety and security of patrons and employees, including measures taken or instituted on the cardroom site to avoid follow home robbers. Upon renewing a Special Business License as set forth in Municipal Code Section 4.22.035, the Licensee shall submit with the renewal application the security plan for reapproval and shall include a statement of any proposed changes to the security plan and a detailed summary of all known incidents involving or affecting patron or employee security and safety in and around the establishment for the preceding year. Failure to submit or maintain an approved security plan shall be grounds for the denial or revocation of a Cardroom License.

B. The contents of a security plan shall also provide a complete description and layout of all security measures, both physical and operational, for the handling of money, including but not limited to provisions, if applicable, for the following:

1) Purchase of chips and protection against counterfeit chips;

(2) Check-cashing or ATM card-cashing procedure;

(3) Procedures for bringing money to or removing money from the premises; and/or

(4) Procedures for determining and depositing daily gross receipts.

All information provided regarding security measures, internal controls, or provisions relating to the handling of cash, chips, and cards shall be deemed confidential and shall not be available for public inspection unless required by law.

C. ~~The Licensee shall take reasonable precautions to protect its patrons and employees. The Licensee shall also take reasonable precautions to prevent the occurrence of criminal activity on both the premises of the Cardroom and the parking lot used by the Cardroom for its patrons and employees.~~ If, at any time, the Chief of Police determines that security measures beyond those contained in an approved security plan~~personnel~~ are necessary ~~at a Cardroom~~ to protect the health and safety of the public, the Chief of Police is authorized to require such additional security measures as are deemed necessary~~the Cardroom to provide uniformed security personnel on both the premises and the parking lot used by the Cardroom for its patrons and employees~~. Such additional security measures may include, but shall not be limited to, placement of or an increase in uniformed security personnel on both the premises and the parking lot used by the Cardroom for its patrons and employees, and the installation of security cameras. Such determinations by the Chief of Police shall be based on the:

(1) Propensity for peace disturbances or criminal activity in the geographic area in which the Cardroom is located;

(2) Criminal activity or peace disturbances on Cardroom premises or the parking lot used by the Cardroom for its patrons and employees;

(3) Particular time of day; and~~,~~/~~or~~

(4) Any other factors which affect the health and safety of the public and Cardroom patrons

The Chief of Police shall notify the Licensee in writing~~,~~ of the necessary security plan changes and shall provide the Licensee with a reasonable period of time to implement the changes ~~as to the time periods; days of the week during which security is required; the number of security officers; and the location where such officers are to be provided (whether in the parking lot or on the premises)~~. Upon receiving the written notice of security plan changes~~requirements~~, the Licensee shall conform to those requirements within the time provided ~~within forty-eight (48) hours of service thereof~~ and shall maintain those requirements in full force and effect until such time as the Chief of Police deems they are no longer necessary.

~~B~~D. Between the hours of 2:00 a.m. and 6:00 a.m., the Licensee shall not knowingly permit the consumption of alcoholic beverages on the premises or in the parking lot which the Cardroom uses for its patrons.

~~C~~E. The Licensee shall not knowingly permit any obviously intoxicated person to participate in any card game.

~~D~~F. The Licensee shall not knowingly permit any illegal activity to occur on the premises or in the parking lot used by the Cardroom for its patrons or employees. Illegal activity includes, but is not limited to, narcotics violations, book marking, illegal gambling loan sharking, receiving stolen property, or prostitution.

~~E~~G. The Licensee shall permit the Chief of Police, Health Department, Fire Department or any other authorized public official to inspect the premises at any time during the hours of operation.

4.22.~~130~~150 Exclusion or Ejection from a Cardroom.

Pursuant to and for the reasons set forth in Business and Professions Code Section 19845, the Licensee may exclude or eject individuals from the Licensee's Cardroom. Any individual who is excluded or ejected from any Cardroom and who refuses to leave the premises is subject to arrest for trespassing.

4.22.~~135~~155 Conflicts.

A. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of an express provision of the city's zoning ordinance or conditions of a use permit of the zoning ordinance or other administrative approvals issued under the zoning ordinance, the city's zoning ordinance, conditions of the use permit under the zoning ordinance, or the administrative approvals issued under the zoning ordinance shall prevail.

B. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of ~~The~~ the Gambling Control Act (Business and Professions Code commencing with Section 19800, et seq.) as required by the State of California, then ~~The~~ the Gambling Control Act shall prevail.

4.22.~~140~~160 Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

4.22.~~145~~165 Sunset Provision.

Sections 4.22.005, ~~4.22.010,~~ 4.22.~~085~~105, 4.22.~~090~~110, 4.22.~~095~~115, 4.22.~~105~~125, and 4.22.~~125~~ 145 shall remain in effect only until December 31, 2011. As of that date, these sections are repealed unless a later enacted ordinance, that is enacted on or before December 31, 2011, deletes or extends that date. Upon repeal of such sections pursuant to this section, all Cardrooms within the City of Rancho Cordova shall be prohibited.

2007

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

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JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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23	*24*	*25*	26	27	28	29
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2007 HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN ITALICIZED)

NEW YEAR'S DAY (MON, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 15)
PRESIDENT'S DAY (MON, FEB 19)
MEMORIAL DAY (MON, MAY 28)
INDEPENDENCE DAY (WED, JUL 4)
LABOR DAY (MON, SEP 3)
VETERAN'S DAY (MON, NOV 12)
THANKSGIVING DAY (THUR, NOV 22)
DAY AFTER THANKSGIVING (FRI, NOV 23)
CHRISTMAS EVE (MON, DEC 24)
CHRISTMAS DAY (TUE, DEC 25)

2008

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27	28	29	30	31		
FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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28	29	30	31			

2008 HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN ITALICIZED)

NEW YEAR'S DAY (TUES, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 21)
PRESIDENT'S DAY (MON, FEB 18)
MEMORIAL DAY (MON, MAY 26)
INDEPENDENCE DAY (FRI, JUL 4)
LABOR DAY (MON, SEP 1)
VETERAN'S DAY (TUES, NOV 11)
THANKSGIVING DAY (THUR, NOV 27)
DAY AFTER THANKSGIVING (FRI, NOV 28)
CHRISTMAS EVE (WED, DEC 24)
CHRISTMAS DAY (THURS, DEC 25)

2009

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JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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29	30					
DECEMBER						
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20	21	22	23	*24*	*25*	26
27	28	29	30	31		

2009 PROPOSED HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN ITALICIZED)

NEW YEAR'S DAY (THURS, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 19)
PRESIDENT'S DAY (MON, FEB 16)
MEMORIAL DAY (MON, MAY 25)
INDEPENDENCE DAY (FRI, JUL 3 [OBSERVED?])
LABOR DAY (MON, SEP 7)
VETERAN'S DAY (WED, NOV 11)
THANKSGIVING DAY (THUR, NOV 26)
DAY AFTER THANKSGIVING (FRI, NOV 27)
CHRISTMAS EVE (THURS, DEC 24)
CHRISTMAS DAY (FRI, DEC 25)