

**CITY COUNCIL
REGULAR MEETING**

Monday, September 15, 2008

5:30 p.m. – Regular Meeting

AGENDA



Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

David Sander, Council Member



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

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

Tuesday, September 2, 2008

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

MINUTES

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:37 p.m.

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

Staff Present: Gaebler, Lindgren, Chinn, Lehr, Kellerman, Oliver, Haven, Abhar, Silva, Trimberger, Junker, Brewer, Pearl, Campbell, Silva, S. Snyder, Boerger, Miller, Meeks, Santini, Harriman, Humphrey and Reese.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Mayor announced the meeting video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor called on Conrad Mayer to lead the Pledge.

4. INVOCATION

Conrad Mayer gave the invocation.

5. PRESENTATIONS

- 5.1 Council Member Sander presented a proclamation to Robert Guthleben for “Prostate Cancer Awareness Month of September.”
- 5.2 Communications Director Nancy Pearl introduced Communications Consultant Helen Brewer and Cordova Community Council Executive Director Shelly Blanchard who reported on the Rancho Cordova Parade at the California State Fair.
- 5.3 Senior Management Analyst, Stephanie Snyder, Planning Director, Paul Junker, Integrated Waste Manager, Steve Harriman, Chief Building Official, Tom Trimmerger and Senior Finance Analyst, Rebecca Santini presented status report from *Equipo Verde* (the City’s “Green Team”).

6. PUBLIC COMMENT

The following individuals addressed the Council:

- Bruce Risley thanking Vice Mayor Skoglund and Police Chief Meeks for attending breakfast event at Shriner’s Children Hospital
- Catherine Anderson asking for Council’s support and to attend meetings regarding Cordova High School 4x4 discussions

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS

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

- 8.1 **Subject:** Regular Meeting Minutes of August 18, 2008
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Fourth Quarter Financial Report FY 2007-08
Recommendation: Receive and file report.
Result of Recommended Action: Report will be received and filed.
Staff Report: Donna Silva, Finance Department

9. CONSENT PUBLIC HEARING ITEMS

The Mayor opened the Consent Public Hearing Comment Period. There were no speakers. The Mayor closed the Consent Public Hearing Comment Period.

- 9.1 **Subject:** Resolution Approving Design Review and a Conditional Use Permit for Sunrise 50 Retail Project, Project No. RC-08-357, Located at 11115 Folsom Boulevard

Recommendation:

- a) Approve the Planning Commission's recommendation to find the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) Guidelines; and
- b) Adopt Resolution No.105-2008.

Result of Recommended Action: The proposed elevation changes are well designed and will continue a much-needed upgrade to this portion of Folsom Boulevard. The design proposal includes a variety of architectural features, materials, colors, enhancement of the landscape and pedestrian amenities in the parking field, variations in the roof line and articulations to the façade in order to meet the intent of the City's Design Guidelines for commercial development.

Staff Report: William Campbell, Planning Department

ACTION: Motion by McGarvey, second by Skoglund and carried by 5:0 vote, Council approved staff recommendation to adopt Resolution No. 105-2008 as amended to reflect design review package changes.

10. PUBLIC HEARING ITEMS

NONE

11. REGULAR CALENDAR ITEMS

COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY

- 11.1 **Subject:** Appointment of Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc., as Community Redevelopment Agency real property negotiators for the acquisition of property located at: 10153-10179 Folsom Boulevard (Parcel Number 076-0020-019, -020, -021, -022). The agency negotiators will negotiate with Sam Fong, et al, regarding the price and terms of payment.

Subject: Appointment of Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc., as Community Redevelopment Agency real property negotiators for the acquisition of property located at: 10259 Folsom Boulevard (Parcel Number 076-0213-003, -004, -005). The agency negotiators will negotiate with Gennady Shapiro, et al, regarding the price and terms of payment.

Subject: Appointment of Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc., as Community Redevelopment Agency real property negotiators for the acquisition of property located at: 10235 Folsom Boulevard (Parcel Number 076-0213-011, -012). The agency negotiators will negotiate with Dan Dauenhauer, et al, regarding the price and terms of payment.

ACTION: Motion by Cooley, second by McGarvey and carried by 5:0 vote, Council approved the designated negotiators to proceed with negotiations.

ADDED URGENCY ITEM

- 11.2 **Subject:** Amended Resolution Designating Voting Delegate and Alternates for 2008 League Annual Conference – September 24-27, Long Beach

Recommendation: Adopt Resolution No. 107-2008.

City Attorney Adam Lindgren requested that Council make the finding that the need for immediate action came to the attention of the City after the posting of the agenda. He indicated that if adopted by the City Council, this amended resolution will replace Mayor Linda Budge as Voting Delegate with Council Member Cooley, and Vice Mayor Skoglund as Alternate Voting Delegate with Council Member McGarvey and Council Member Sander at the League of California Cities Annual Conference in September.

ACTION: Motion by Cooley, second by McGarvey and carried by 5:0 roll call vote the Council made the finding that the need for immediate action came to the attention of the City after the posting of the agenda.

ACTION: Motion by McGarvey, second by Cooley and carried by 5:0 roll call vote the Council adopted Resolution No. 107-2008.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE

13. CITY MANAGER'S REPORT

Chief Building Official Tom Trimberger gave a report on the Building and Safety Department and the Facilities Department on the following items:

- Growth in Rancho Cordova (Residential and Commercial)
- Relationships with Contractors, Homeowners/building users, etc.
- Partnerships with Local Agencies
- Building and Safety Statistics
- Community Outreach
- Construction Board of Appeals
- Unsafe Building Code and Violations
- Violations Update
- Building and Safety Accomplishments
- Building and Safety Goals
- Facilities Department Report
- Facilities Department Accomplishments
- Upcoming Facilities Projects (Generator, Green Building, Restroom Remodel, etc.)
- Community Rooms and who's using them (Businesses, Governmental Groups, and Residents)
- Community Room Surveys

14. CLOSED SESSION

Council adjourned to Closed Session at 7:59 p.m. to discuss the following item:

Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(b) – (one case) - Name of case: Vineyard Area Citizens for Responsible Growth, et al. v. City of Rancho Cordova, et al.; Case No. S132972.

Community Redevelopment Agency adjourned to Closed Session at 7:59 p.m. to discuss the following items:

Conference with real property negotiators:

Property: 10153-10179 Folsom Boulevard
(Parcel Number 076-0020-019, -020, -021, -022)
Agency Negotiators: Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc.
Negotiating Party: Sam Fong, et al
Price and terms of payment.

Property: 10259 Folsom Boulevard (Parcel Number 076-0213-003, -004, -005)
Agency Negotiators: Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc.
Negotiating Party: Gennady Shapiro, et al
Price and terms of payment.

Property: 10235 Folsom Boulevard (Parcel Number 076-0213-011, -012)
Agency Negotiators: Ted Gaebler, Executive Director and Micah Runner, Economic Development Manager, and Steve Long, Real Estate Consultant, Overland Pacific & Cutler, Inc.
Negotiating Party: Dan Dauenhauer, et al
Price and terms of payment.

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

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

15. OPEN SESSION – REPORT FROM CLOSED SESSION

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

16. ADJOURNMENT

Mayor Budge adjourned the regular meeting at 8:45 p.m. in honor of Eugene Caldwell, Roseville resident and longtime 49ers fan and Bob Warner, Firefighter.

Brenda Lehr, Interim Assistant City Clerk

MEMORANDUM



DATE: September 15, 2008

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: **RESOLUTION APPROVING A CONSULTING SERVICE AGREEMENT
BETWEEN THE FIRM PBS&J AND THE CITY OF RANCHO CORDOVA
FOR THE PREPARATION OF THE HERITAGE FALLS EIR**

PROPERTY OWNER: Grantline Road, LLC 7700 College Town Dr., Suite 215 Sacramento, CA 95826	APPLICANT/DEVELOPER: Grantline Road, LLC 7700 College Town Dr., Suite 215 Sacramento, CA 95826
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PROJECT:	Heritage Falls
FILE:	RC-06-233
LOCATION:	3417 Grantline Road.
APN:	072-0300-001, 002, 008, 073-0010-010, 011
PLANNER:	William Campbell

RECOMMENDATION

Adopt Resolution No. 93-2008.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute a Consulting Service Agreement with PBS&J for the preparation of an Environmental Impact Report for the Heritage Falls development project.

BACKGROUND

The Heritage Falls project seeks to entitle 237.8 acres of land within the City limits of Rancho Cordova located west of Grantline Road and directly north of the North Douglas and North Douglas II projects. As proposed the project could include: 206 traditional single family units, 622 active adult single family units and 132 active adult multifamily units.

The project will require the preparation of a rezone, tentative subdivision map and Design Review entitlements.

Before these various entitlements can be approved it is necessary to conduct an environmental review of the project in accordance with the California Environmental

Quality Act (CEQA). City staff prepared an initial study for the proposed project and determined that the project would require the preparation of an Environmental Impact Report (EIR).

The City issued a Request for Proposals for preparation of the Environmental Impact Report (EIR). Based on review of the proposals by City staff and input from the project applicant, the consulting firm PBS&J was determined to be the most appropriate firm to prepare the Environmental Impact Report (EIR).

PBS&J has reviewed the project and the relevant issues and has provided a proposal in the amount of \$423,360 (proposal is provided as **Attachment 2** of this report).

REQUESTED MOTION

"I move that the City Council adopt Resolution No. 93-2008 authorizing the City Manager to execute the consultant services agreement with PBS&J for the preparation of the Heritage Falls Environmental Impact Report (EIR)."

ATTACHMENT

Resolution No. 93-2008 including (Exhibit 1) Contract No. 117-2008

CITY OF RANCHO CORDOVA

RESOLUTION NO. 93-2008

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
AUTHORIZING THE APPROVAL OF THE CONSULTANT SERVICES AGREEMENT
BETWEEN PBS&J AND THE CITY OF RANCHO CORDOVA FOR PREPARATION
OF AN ENVIRONMENTAL IMPACT REPORT FOR THE
HERITAGE FALLS DEVELOPMENT PROJECT**

WHEREAS, the City of Rancho Cordova ("City") has determined that the preparation of an environmental impact report ("EIR") for the Heritage Falls development project ("Project"; RC-06-233) is necessary in order to comply with the requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City solicited proposals from environmental consultant firms for the preparation of an EIR for the Project; and

WHEREAS, following review of the proposals received, PBS&J ("Consultant") was determined to be the most appropriate consultant firm to prepare the EIR for the Project; and

WHEREAS, funding for preparation of the EIR shall be provided by the project applicant and shall not use money from the City's general fund.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Rancho Cordova hereby authorizes the City Manager to approve the consultant services agreement between PBS&J and the City of Rancho Cordova (**Exhibit 1**), which shall be in a form approved by the City Attorney, and which shall be for a total amended project budget amount not to exceed Four Hundred Twenty Three Thousand Three Hundred Sixty Dollars (\$423,360.00).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND PBS&J
Re: Heritage Falls EIR

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and PBS&J ("Consultant") as of July 16, 2008.

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 December 31, 2009, 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 \$423,360.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

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

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Four Hundred Twenty Three Thousand Three Hundred Sixty Dollars (\$423,360.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Requirement.** Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation

of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other

City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 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 _____ ("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:
PBS&J
Attn: Catherine C. McEfee
1200 Second Street, Suite 200
Sacramento, CA 95814

Any written notice to City shall be sent to:
City of Rancho Cordova
Attn: Paul Junker, Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Consultant 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 Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

**Catherine C. McEfee,
Associate Vice President,
Senior Group Manager**

Date: _____

Date: _____

Attest:

Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

See attachment.

EXHIBIT B
COMPENSATION SCHEDULE

See attachment.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ²
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

MEMORANDUM



DATE: September 15, 2008
TO: Honorable Mayor and Council Members
FROM: Paul Junker, Planning Director
SUBJECT: **RESOLUTION AUTHORIZING THE PREPARATION OF SUNCREEK
SPECIFIC PLAN REIMBURSEMENT AGREEMENT**

PROPERTY OWNER: Suncreek Owners Group C/O John Hodgson 7700 College Town Drive #107 Sacramento, CA. 95826	APPLICANT/DEVELOPER: MHM Engineers and Surveyors 735 Sunrise Avenue, #220 Roseville, CA. 95661
--	--

PROJECT:	Suncreek Specific Plan
FILE:	RC-03-029
LOCATION:	South of Douglas Road, east of Sunrise Boulevard, west of Grant Line Road and north of Jackson Highway
APN:	Various parcels
PLANNER:	Paul Junker

RECOMMENDATION

Adopt Resolution No. 106-2008.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will establish Council support for the reimbursement of project expenses between owners of land within the Suncreek Specific Plan and will authorize the Planning Director and City Attorney to negotiate and prepare the proposed reimbursement agreement. Once complete, the Suncreek Specific Plan Reimbursement Agreement will be presented to Council for review and approval.

BACKGROUND

The Suncreek Specific Plan has been the subject of considerable planning efforts and is now in the process of environmental review and project refinement. The Specific Plan area includes five primary land ownership blocks. Recently, one of the major ownership blocks (owners of the Soukis property) has failed to provide funding to the ownership group for project expenses.

The Soukis property has been considered in environmental analysis and infrastructure planning. It provides road extensions that are critical to the circulation patterns for the entire Specific Plan area. The Soukis property has also been an important consideration in the overall project finance plan. For these reasons, the applicants have stated that it is critical to maintain the original project boundary and keep the Soukis property within the Specific Plan. The remaining four ownership blocks are willing to continue paying full project processing costs (both City processing and applicant consultant team), including paying that portion of costs that should be paid for by the Soukis property owners.

For purposes of this report and Resolution No. 106-2008, the four active property owner groups are referred to as "Participating Owners" and the Soukis property owners are referred to as "Non-Participating Owners."

Through adoption of Resolution No. 106-2008, the City Council would indicate its support for a mechanism by which the Participating Owners would be compensated by the Non-Participating Owners for an appropriate share of costs incurred during the preparation and review of the Suncreek Specific Plan. The general sequence of events under a reimbursement agreement would include:

1. Participating owners and City staff continue to process the Suncreek Specific Plan and present the project to Council for review and action.
2. Specific Plan is approved and development entitlements are granted for all land within the Specific Plan. (If the Suncreek Specific Plan is not ultimately approved, it is unlikely Non-Participating Owners would be required to pay Specific Plan processing costs.)
3. Within the Specific Plan approval, requirements are established that the Soukis property owners will pay a fair share of Specific Plan costs prior to development of or granting of any additional entitlements for the Soukis property.
4. At such time that the Soukis property owners seek to develop, a representative of the Participating Owners would provide to the City a record of all project related costs. City staff would, in consultation with Participating and Non-Participating Owners, determine which expenses would be eligible for reimbursement.
5. Prior to development or additional land use entitlements the Non-Participating land owners would be required to pay appropriate reimbursement costs for expenses related to Specific Plan preparation.

While details of the reimbursement agreement remain to be determined, it is anticipated that the reimbursement provisions would be incorporated within the Suncreek Specific Plan documents and would be considered within the City Council's action on this proposed project.

It is also anticipated that an important part of the negotiations between staff and the Participating Owners will be working out and describing in detail what will happen if the Soukis' object to paying their share of the costs of the Specific Plan. This could occur because the Soukis oppose the Plan or ultimately seek to significantly modify it for their property. Staff will work with the Participating Owners to draft the reimbursement

agreement such that if this occurs, the Participating Owners, not the City, bear the risk and responsibility for paying the full costs of the Specific Plan.

FISCAL IMPACTS TO THE CITY

No fiscal impact to the City is anticipated. Prior to approval of any agreement, the City would require protection against litigation by parties of the Suncreek Specific Plan and an appropriate fee would be established within the reimbursement agreement to fund City staff efforts associated with implementing the cost reimbursement.

ATTACHMENTS

1. Resolution No. 106-2008
2. Suncreek Specific Plan Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2008

**A RESOLUTION OF THE CITY COUNCIL SUPPORTING THE REIMBURSEMENT OF
SPECIFIC PLAN PREPARATION COSTS TO THE PARTICIPATING OWNERS OF THE
SUNCREEK SPECIFIC PLAN FROM NONPARTICIPATING PROPERTY OWNERS WITHIN
THE SPECIFIC PLAN AREA**

WHEREAS, the City is interested in a master planning effort taking place in the Suncreek planning area; and

WHEREAS, master planning of the area allows for a cohesive effort and comprehensive planning for the area rather than individual applications that lead to a piecemeal approach; and

WHEREAS, the specific plan is a planning tool that the City endorses for new growth areas within the City of Rancho Cordova; and

WHEREAS, the funding of a specific plan requires a large upfront funding source; and

WHEREAS, the property owners within the specific plan area benefit from the planning effort; and

WHEREAS, the funding owners would request that nonfunding property owners within the specific plan area pay their fair share of the City's full cost of the planning effort and related expenses; and

WHEREAS, the terms and condition as of the reimbursement should be the subject of an agreement to be negotiated between the Suncreek Owners Group and the Planning Director.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council supports the efforts of the Suncreek Owners Group in the effort to prepare a master planning document, and authorizes and directs the Planning Director to negotiate an agreement with the Suncreek Owners Group in a form acceptable to the City Attorney to provide for the reimbursement of specific plan and related costs by nonparticipating property owners within the Suncreek planning area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

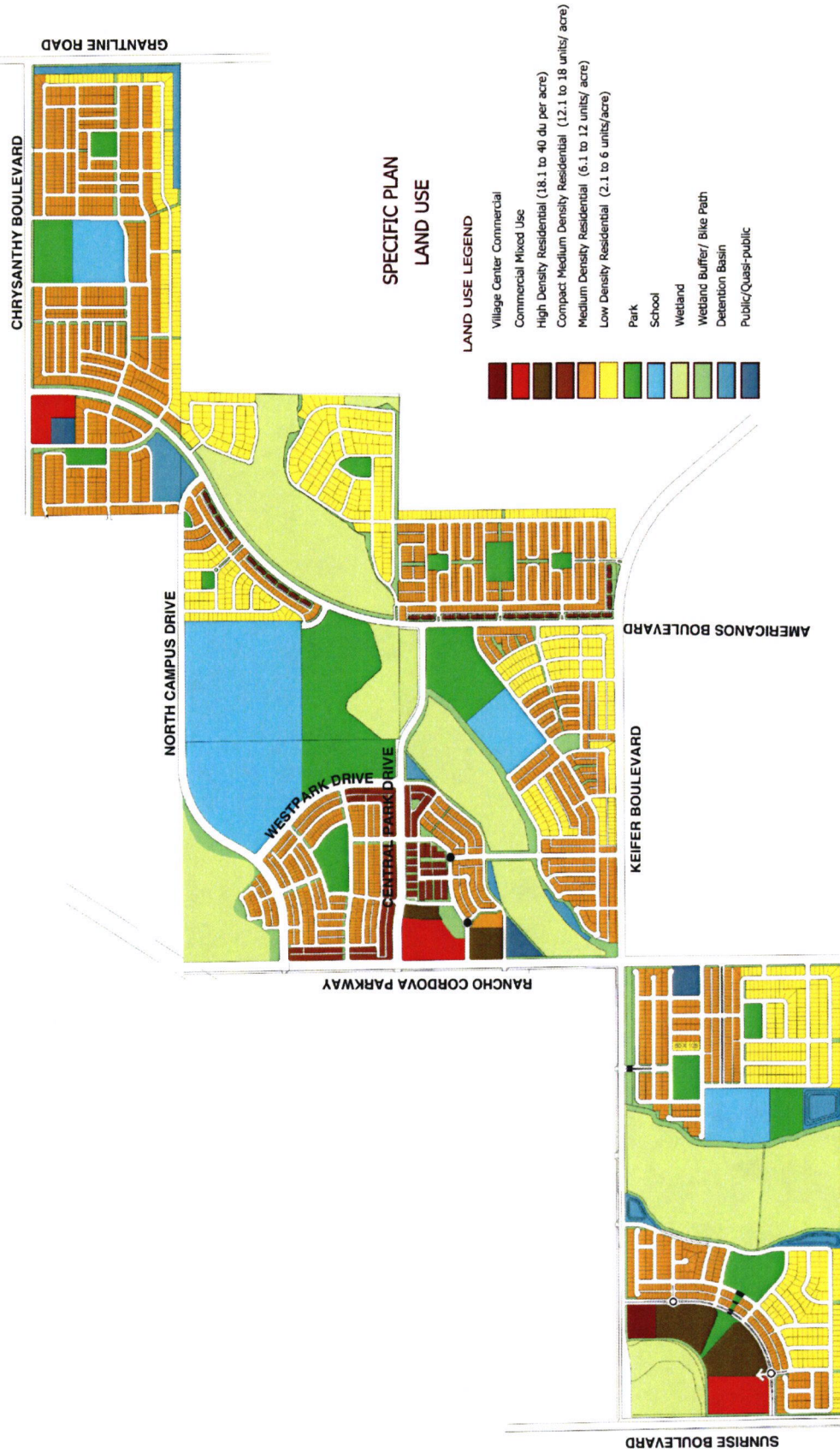
ABSTAIN:

Linda Budge, Mayor

Attest:

Mindy Cuppy, City Clerk

Figure 1-2
Illustrative Land Use Map



MEMORANDUM



DATE: September 15, 2008

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 2 WITH WATKIN & BORTOLUSSI, INC. FOR CONSTRUCTION OF THE MATHER FIELD ROAD/HWY 50 INTERCHANGE LANDSCAPING PROJECT

RECOMMENDATION

Adopt Resolution 109-2008.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 109-2008 will authorize the City Manager to execute contract Change Order No. 2 with Watkin & Bortolussi, Inc. (Contract No. 84-2006), to increase the current contract amount from \$1,708,142 to \$1,906,318 for the construction of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

BACKGROUND

The work performed under the construction contract included the furnishing of all labor, materials, and equipment for the landscaping, asphalt pavement, irrigation and removing/replacing curb and gutter in the Mather Field Road/Hwy 50 Interchange.

The original contract amount with Watkin & Bortolussi, Inc. for the Mather Field Road/Hwy 50 Interchange Landscaping Project was for \$1,860,479. In April 2007, the City Council approved Change Order No. 1 consisting mainly of project modifications to accommodate future projects by the California Department of Transportation on Hwy 50. Change Order No. 1 resulted in a decrease of the construction contract from \$1,860,479 to \$1,708,142.

The contract change order contains the removal and replacement of unsuitable soil necessary to establish plant germination, the extension of the landscape maintenance period, the reconstruction of power supply appurtenances as required by SMUD, the increased quantity of cover for irrigation pipe, and the deletion of the installation of water supply line taps per requirements from Cal Am Water Company. Other minor field quantity adjustments for various items of work are also included in this Change Order. All items of work have been performed and the project is complete.

FISCAL IMPACT

Change Order No. 2 will result in an increase of the total construction contract from \$1,708,142 to \$1,906,318. The total project cost, including construction contract, design and

inspections, staff cost, coordination with outside agencies and all change orders is \$2,144,000. The total approved budget for this project is \$2,228,000. Funding for this project consists of \$1,715,834 in State and Federal Grants. The remaining funds come from Local Measure A funds.

ATTACHMENT

Resolution 109-2008 including (Exhibit A) Contract Change Order No. 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2008

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT CHANGE ORDER NO. 2 WITH WATKIN & BORTOLUSSI, INC.
FOR CONSTRUCTION OF THE MATHER FIELD ROAD/HWY 50 INTERCHANGE
LANDSCAPING PROJECT**

WHEREAS, on August 7, 2006, the City of Rancho Cordova executed a Construction Services Agreement (Contract No. 84-2006) with Watkin & Bortolussi, Inc. in the amount of \$1,860,479.40 for work associated with the Highway Planting on State Highway 50 Mather Field Road Interchange Project; and

WHEREAS, the City revised project plans for specific changes in work which decreased the existing contract amount in Change Order No. 1 to \$1,708,142.00; and

WHEREAS, the field conditions dictated changes in project scope which increases the existing contract amount; and

WHEREAS, the City wishes to increase the contracted amount from \$1,708,142.00 to \$1,906,318.18; and

WHEREAS, those changes 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 THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a Contract Change Order No. 2 with Watkin & Bortolussi, Inc., attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk

EXHIBIT A

Project:
CONTRACT NO. 06-03 - RANCHO
CORDOVA US 50 & Mather
Landscaping Project

CITY OF RANCHO CORDOVA
Contract Change Order No. 2

Sheet 1 of 1
 Contract No. **06-03**
84-2006

To: **Watkin & Bortolussi, Inc.**, Contractor. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

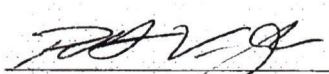
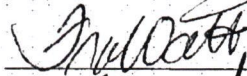
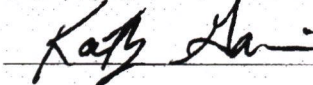
Change requested by DEPARTMENT OF PUBLIC WORKS.

Item No. 1	Remove Existing Soil and AC, Replace with Top Soil (FIELD INSTRUCTION #18)	INCREASE:	\$148,608.00
Item No. 2	Extend Landscape Maintenance Period (FIELD INSTRUCTION #19)	INCREASE:	\$51,000.00
Item No. 3	Dig Trench and Install 20 LF of Additional Conduit to Revised Point of Connection (FIELD INSTRUCTION #12)	INCREASE:	\$6,869.78
Item No. 4	Provide and Install Sand Cover for Irrigation Pipe (FIELD INSTRUCTION #5)	INCREASE:	\$4,338.40
Item No. 5	Delete Water Tap at Points of Connection Number 1 and 2 (FIELD INSTRUCTION #11)	DECREASE:	(\$12,640.00)
TOTAL COST:			\$198,176.18

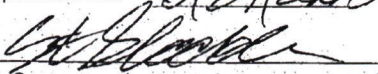
Contract Summation:

Original Contract: **\$1,862,479.40** Change Order Totals: **\$45,838.78** New Contract Cost: **\$1,908,318.18**

By reason of this order the time of completion will be adjusted as follows: **NO ADDITIONAL WORKING DAYS**

Submitted by:	 8/28/08	Associate Civil Engineer Construction Management and Inspection Division (CMID)	Date: 8/28/08
Recommended Approval by:		CMID Construction Manager	Date: 8/28/08
Recommended Approved by:		Senior Civil Engineer City of Rancho Cordova	Date: 8/28/08
Approved by:		Director Department of Public Works City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date: 8/25/2008 Contractor: **Watkin & Bortolussi, Inc.**
 By:  Title: **STONE CLADDERI**
PRESIDENT

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: Contractor
 Copies to: Contract Desk
 Resident Engineer

Copies to: Auditor's Office
 Board of Supervisors
 Project Engineer

 City Manager
 City of Rancho Cordova

MEMORANDUM



DATE: September 15, 2008
TO: Honorable Mayor Budge and Council Members
FROM: Jay Hadley, Information Technology Manager
SUBJECT: INTERWEST GIS SERVICES CONTRACT FIRST AMENDMENT

RECOMMENDATION

Adopt Resolution No. 114-2008.

RESULT OF RECOMMENDED ACTION

Authorize City Manager to execute First Amendment Contract No. 139-2008 between the City of Rancho Cordova and InterWest Consulting to continue providing internal GIS Service to staff and others related to the City of Rancho Cordova. This will give staff a greater source of information to better service the community.

BACKGROUND

Mark Dumford, InterWest Consulting, has assisted the IT Department in developing a GIS Strategic Plan which was completed in November 2007. Since that time InterWest and IT have been implementing the plan. Mark Dumford will continue to work in the capacity of a GIS Manager / Sr. Analyst developing GIS services providing maps and analysis data that will be utilized by staff. The City of Rancho Cordova has raised its involvement in the Sacramento Regional GIS Cooperative through participation by internal GIS service representation by having Mark attend these meetings.

ATTACHMENTS

1. Resolution No. 114-2008 including (Exhibit 1) First Amendment Contract No. 139-2008.
2. Original Contract No. 195-2007.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 114-2008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST ADMENDMENT
CONTRACT WITH INTERWEST CONSULTING GROUP**

WHEREAS, the City of Rancho Cordova wishes to contract with InterWest Consulting Group for consulting services for fiscal year 2008-09, in the amount of \$158,000;

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 RESOLVED that the City Council of the City of Rancho Cordova authorizes the City Manager of the City of Rancho Cordova to execute a First Amendment Contract with InterWest Consulting Group (**Exhibit 1**).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND INTERWEST CONSULTING GROUP**

This First Amendment to the Agreement for Consultant Services ("First Amendment") is made by and between the City of Rancho Cordova ("City") and InterWest Consulting Group ("Consultant") as of September 1, 2008.

RECITALS

WHEREAS, the parties have previously entered into a consultant services agreement ("CSA") dated December 10, 2007 for the purpose of providing GIS Services; and

WHEREAS, the parties agree that changes to the scope of work and cost estimate provided for in the CSA are necessary in order to account for changes in the term of the contract; and

WHEREAS, to the extent the CSA is for the provision of "design professional services" subject to Section 2782.8 of the California Civil Code, the CSA is being amended to reflect the terms of AB 573 and Civil Code Section 2782.8, which went into effect on January 1, 2007.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. The Consultant Services Agreement was entered into on December 10, 2007.
2. 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.
3. Section 2 of the CSA, "Compensation", provides for the City to pay consultant a sum not to exceed \$65,000. This amount shall now be read as "One Hundred Fifty Three Thousand Dollars (\$158,000). All other terms and conditions in Section 2 shall remain in full force and effect.
4. The document entitled "Scope of Work"; attached hereto as **Exhibit A**, shall replace and supersede the document entitled Scope of Services.
5. The document entitled "Compensation Schedule", attached hereto as **Exhibit B**, shall replace and supersede the document previously entitled "Compensation Schedule" 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. All other terms and conditions in the CSA, entered into December 10, 2007, remain in full force and effect to the extent they are not in conflict with the aforementioned revised language.

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

CITY OF RANCHO CORDOVA

CONSULTANT

**Ted A. Gaebler, City Manager
Manager**

Date: _____

Attest:

Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Mike Kashiwagi, InterWest

Date: _____

EXHIBIT A

Scope of Work

ID	GIS TASK DESCRIPTIONS	PERCENTAGE OF TIME
1	GIS service in support of requests that come from working units such as Economic Development, City Manager Office, Planning, Building, and Finance . Work includes creating new data layers, making maps, analysis, reports, etc ...	20%
2	Acquire ArcGIS Server software and begin implementation of ArcSDE and future web-based GIS services.	10%
3	Create a master development tracking layer that brings together the vacant land inventory, active development projects, and developed areas into a single dataset. Establish a good maintenance strategy with Planning and Public Works to maintain this going forward. Should be linked to the existing Public Works Access database and/or Hansen.	10%
4	Begin integration efforts with GIS technology with Hansen. This includes; meeting with Hansen technical team to explore the use of the Hansen GIS module, potential addition of spatial (GIS) information to the land (parcel) update process such as fee district information, and possible integration of other viewer technology integrating Hansen and GIS.	10%
5	Maintain existing GIS data layers such as schools, parks, CFD's, zoning, etc	10%
6	Establish schedule and automated process to update the monthly GIS parcels and streets available from the Sacramento County Regional Cooperative. In addition, create automated process to overlay parcel information with district data including finance layers, zoning, general plan, service areas, etc... Post results to SQL server for Hansen data integration.	5%
7	Create design and content of GIS page on City web site.	5%
8	Provide support to HR in the hiring process of a Sr. GIS Analyst staff position.	5%
9	Continue working on future steps of LUCA Census project.	5%
10	Continue work on creation of Master Address Database. Focus on multi-res addresses then commercial.	5%
11	Continue to maintain and enhance the ArcReader GIS tool provided to all staff desktops. Data layers that are or will be published in this product include parcels, streets, aerial photography, CFD's, Assessment Zones, Developer	5%

	Agreement boundaries, etc....	
12	Create a process to improve data layer quality through reporting and communication with staff when errors are found in the GIS information.	2%
13	Work on producing monthly maps depicting building permit activity. Work with Hansen (Sandy) to retrieve permit information.	2%
14	Prepare hardcopy maps that might be useful in the event of activation of an Emergency Operation Center. These maps should include population information, critical care facilities, shelter locations, localized flooding danger zones, and levee-break inundation zones.	2%
15	Work with Finance to evaluate the need to informally audit any number of their revenue systems with such as business licensing, Community Facility District properties (tax roll), and Rental Tax.	2%
16	Finalize work on Finance map layers such as CFD's, Assessment Zones, and Developer Agreements. The completion of these data layers is the first step in allowing for greater clarity and eventual publication/functionality surrounding this information.	2%

EXHIBIT B

COMPENSATION SCHEDULE

Interwest will provide GIS consulting services on both a scheduled and on-call flexible basis.

- The *Interwest GIS Manager* working with IT will be on-site for a scheduled minimum of *20 hours per week*.
- Other Interwest *Sr. level GIS Analysts* may be required to work on high level technical tasks. This type of work will be an *on-call basis*.

RESOURCE	LOCATION	HOURLY RATE
GIS Manager	Information Technology	\$120.00
Sr. GIS Analyst	Information Technology	\$100.00
TOTALS		

* The time frame used for the above cost estimates is from July 1, 2008 through June 30, 2009.

On specific tasks that will require a larger portion of time, cost estimates will be provided and approved by the Rancho Cordova Information Technology Manager, before work begins. These tasks will be tracked separately in the invoicing process. Non-specific and short duration tasks will fall into broader time tracking/invoicing categories.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
Interwest Consulting Group

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and InterWest Consulting Group ("Consultant") as of December 10, 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 December 10, 2008, 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 \$65,000, 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 B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

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

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

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

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

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

subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

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

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

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California

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

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

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

Section 6. STATUS OF CONSULTANT.

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

employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 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 Jay Hadley ("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:
InterWest Consulting Group
Attention: Mike Kashiwagi
9300 West Stockton Blvd.
Elk Grove, CA 95758

Any written notice to City shall be sent to:
City of Rancho Cordova
Attention: Jay Hadley
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

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

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

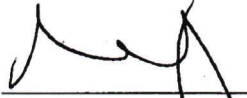
- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 **IRS Form W-9.** Consultant 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 Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

CONSULTANT

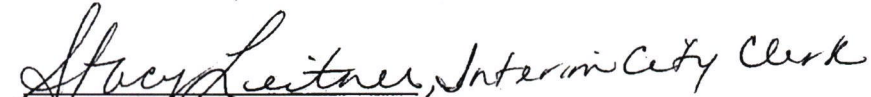

Ted A. Gaebler, City Manager


Mike Kashiwagi, InterWest Manager

Date: 2-11-08

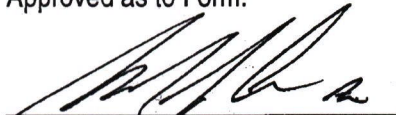
Date: 12.10.07

Attest:


~~Anna Olea Moger, CMC, City Clerk~~

Date: 2/11/08

Approved as to Form:


Adam Lindgren, City Attorney

Date: 2/5/08

EXHIBIT A
SCOPE OF SERVICES

City of Rancho Cordova

DECEMBER 12, 2007

Interwest Consulting Group
GIS Solutions Team

Information Technology Department GIS Services Proposal
(December 2007 – June 2008)

INTRODUCTION

The City of Rancho Cordova GIS Strategic Plan is close to completion. The document summarizes the variety of GIS requirements across all departments and outlines the steps necessary to build a successful GIS. These future steps are both technical, such as GIS integration with Hansen, and non-technical, such as creating GIS job classifications. These classifications are intended to eventually hold a Sr. level GIS Analyst within the Information Technology Department and a mid-level GIS Analyst within Public Works. The Human Resources process to create the job classification and the actual hiring process will take some time to complete. During this process, Interwest Consulting Group is prepared to offer the services of the GIS Solutions Team to further the GIS efforts for the City of Rancho Cordova.

PROJECT ROLES

An Interwest GIS Manager, (*Mark Dumford*), will provide services related to citywide GIS initiatives and requests. The GIS Manager will work closely with the Rancho Cordova Information Technology Manager to ensure that GIS and IT provide standardized solutions. Other Interwest Sr. level GIS staff may be required to provide high-level technical assistance relating to system integration and database design.

SCOPE OF WORK

The next steps to building the GIS are to continue to work on the implementation steps outlined in the GIS Strategic Plan. Some of the early implementation phases have already begun such as data warehousing and acquiring desktop GIS software for GIS staff. Other important steps, such as customizing a simple GIS desktop tool for delivery to all staff, have not been started.

In addition to following the implementation steps, it is expected that Rancho Cordova will *formally* announce the offering of GIS services. This should happen in December 2007. These GIS services will include a variety of mapping, analysis, and data creation requests. The requests are expected to come from all departments.

The following section outlines the nature of the GIS services that are being offered to the Information Technology Department.

SCOPE OF WORK

ID	INFORMATION TECHNOLOGY DEPARTMENT GIS TASK DESCRIPTIONS
1	Continue to work on Finance map layers such as CFD's, Assessment Zones, and Developer Agreements. The completion of these data layers is the first step in allowing for greater clarity and eventual publication/functionality surrounding this information.
2	Continue working on LUCA Census project.
3	Establish schedule and process to update the monthly GIS parcels and streets available from the Sacramento County Regional Cooperative.
4	Provide support to HR for GIS staffing strategy outlined in the Staffing Strategy section of the GIS Strategic Plan
5	Formally announce the offering of GIS Services. Provide some initial marketing material to assist in the understanding what types of GIS services are available.
6	As a result of above task, provide general GIS service in support of requests that come from working units such as Economic Development, City Manager Office, and Finance.
8	Work with ArcPublisher to create a publisher file for all staff to view. Work with IT staff to install ArcReader on a limited set of employees for testing prior to broader delivery of product. This is the short-term low cost map look up tool that focuses specifically on Rancho Cordova geography. Data layers that will be published in this product include parcels, streets, aerial photography, CFD's, Assessment Zones, Developer Agreement boundaries, etc....
9	Create a process to improve data layer quality through reporting and communication with staff when errors are found in the GIS information.
10	Work on producing monthly maps depicting building permit activity. Work with Hansen (Sandy) to retrieve permit information.
11	Begin integration efforts with GIS technology with Hansen. This includes; meeting with Hansen technical team to explore the use of the Hansen GIS module, potential addition of spatial (GIS) information to the land (parcel) update process such as fee district information, and possible integration of other viewer technology integrating Hansen and GIS.
12	Begin work to understand to value of the GIS module that is available for the Comcate system.
13	Prepare hardcopy maps that might be useful in the event of activation of an Emergency Operation Center. These maps should include population information, critical care facilities, shelter locations, localized flooding danger zones, and levee-break inundation zones.
14	Work with Finance to evaluate the need to informally audit any number of their revenue systems with such as business licensing, Community Facility District properties (tax roll), and Rental Tax.
15	Create a master development tracking layer that brings together the vacant land inventory, active development projects, and developed areas into a single dataset. Establish a good maintenance strategy with Planning and Public Works to maintain this going forward. Should be linked to the existing Public Works Access database that is used to track development stages.

DELIVERABLES

The tangible deliverables that will be completed during the time frame of this contract will come in the form of a variety of maps stemming from requests, newly created GIS datasets, GIS desktop software for all staff, and established processes for maintaining and integrating data.

Listed below are the most important tangible deliverables that will be provided:

- Accurate GIS datasets depicting parcels, streets, addresses, Community Fee Districts, Assessment Zones, and Developer Agreement boundaries, and vacant land.
- A simple but very useful GIS desktop tool for all City staff. Functionality will include the ability to overlay a variety of map layers, view tabular information related to map features, make data queries, and print or export simple maps.
- A variety maps and analysis that meet the needs of the individual requestors.
- GIS integration with information contained in Comcate and Hansen. The results of the integration should allow for timely map/spatial views information such as code enforcement cases and permitting activity.
- LUCA material and datasets completed and sent to Census Bureau.

EXHIBIT B
COMPENSATION SCHEDULE

COST ESTIMATES AND SCHEDULE

Interwest will provide GIS consulting services on both a scheduled and on-call flexible basis.

- The *Interwest GIS Manager* working with IT will be on-site for a scheduled minimum of 20 hours per week.
- Other *Interwest Sr. level GIS Analysts* may be required to work on high level technical tasks. This type of work will be an *on-call basis*.

RESOURCE	LOCATION	RESOURCE HOURS *	HOURLY RATE	RESOURCE COSTS
GIS Manager	Information Technology	450	\$120.00	54,000
Sr. GIS Analyst	Information Technology	80	\$100.00	\$8,000
TOTALS				\$62,000

* The time frame used for the above cost estimates is from December 16, 2007 through June 30, 2008.

On specific tasks that will require a larger portion of time, cost estimates will be provided and approved by the Rancho Cordova Information Technology Manager, before work begins. These tasks will be tracked separately in the invoicing process. Non-specific and short duration tasks will fall into broader time tracking/invoicing categories.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/20/07
PRODUCER Van Gilder Insurance Corp. 700 Broadway, Suite 1000 Denver, CO 80203 303 837-8500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Interwest Consulting Group 1076 Lincoln Place Boulder, CO 80302	INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford Accident and Indemnity Co INSURER C: XL Specialty Insurance Company INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	34SBAPA7634	06/01/07	06/01/08	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	34UECIS3661	06/01/07	06/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$10,000	34SBAPA7634	06/01/07	06/01/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34WEGKC7038	06/01/07	06/01/08	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPL OYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability Claims Made	DPR9607455	11/14/07	11/14/08	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: City of Rancho Cordova Real Property

As required by written contract or written agreement, the City and its officers, employees, agents, and volunteers are included as Additional Insureds under General Liability and Auto Liability on a primary and non-contributory basis with (See Attached Descriptions)

CERTIFICATE HOLDER City of Rancho Cordova 2729 Prospect Park Dr. Rancho Cordova, CA 95670	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Donald L. Ray</i>
---	---

CITY OF RANCHO CORDOVA

RESOLUTION NO. 08-2008

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH INTERWEST CONSULTING GROUP TO PROVIDE GIS
ANALYST SERVICE TO IT DEPARTMENT**

WHEREAS, the City of Rancho Cordova wishes to contract with InterWest Consulting Group to fill a GIS Analyst Position in the Information Technology Department to begin providing GIS services to staff.

WHEREAS, InterWest has provided services under a previous contract to develop a GIS Strategic Plan. Previous contract was for \$60,000 and new contract will add an additional \$65,000 for GIS services.

WHEREAS, the Council of the City of Rancho Cordova, in the 2007-2008 Adopted Budget has budgeted sufficient funds to cover the cost of this 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 InterWest Consulting Group, Consultant, attached as **Exhibit A**.

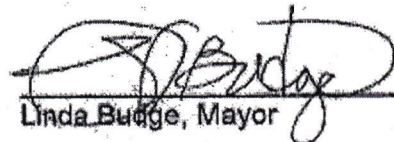
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 22nd day of January, 2008 by the following vote:

AYES: Sander, Cooley, Skoglund and Mayor Budge

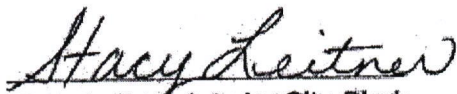
NOES: None

ABSENT: McGarvey

ABSTAIN: None


Linda Budge, Mayor

ATTEST:


Stacy Leitner, Interim City Clerk



CONTRACT ROUTING SHEET

for

InterWest Consulting

GIS Services – IT

WHO	INITIALS	DATE
1. Initiating Department/Person Jay Hadley IT Department		
2. Risk Manager	RC*	12/19/07
3. Finance Director		2/4/08
4. City Attorney		2/5/08
5. City Manager	JM	2-11-08
6. City Clerk	SL	2/11/08
7. Asst./Deputy City Clerk Distribution of Executed Document		2/12/08

MEMORANDUM



DATE: September 15, 2008
TO: Honorable Mayor and Council Members
FROM: William Campbell, Principal Planner
SUBJECT: 10655 COLOMA TENTATIVE PARCEL MAP & MCGREGOR CENTER DESIGN REVIEW

PROPERTY OWNER:	APPLICANT/DEVELOPER:
Alcides A. Gonzalez Trust	Alcides A. Gonzalez Trust
10655 Coloma Road	10655 Coloma Road
Rancho Cordova, CA 95670	Rancho Cordova, CA 95670

PROJECT:	10655 Coloma Tentative Parcel Map & McGregor Center Design Review
FILE:	RC-08-342 and RC-08-349
LOCATION:	10655 Coloma Road
APN:	056-0222-002
PLANNER:	William Campbell

RECOMMENDATION

Staff recommends that the City Council find the project categorically exempt under Section 15332, In-Fill Development Projects, and Section 15315, Class 15 Minor Land Divisions, of the California Environmental Quality Act and adopt a resolution approving a Tentative Parcel Map for 10655 Coloma Road, Project No. RC-08-342, and Design Review for McGregor Center, Project No. RC-08-349, subject to the findings, evidence, Tentative Parcel Map (**Exhibit A**), Design Package, as amended (**Exhibit B**), and Conditions of Approval (**Exhibit C**).

ANALYSIS

Subsequent to the City Council meeting of August 18, 2008, staff has worked with the applicant's design team to prepare the information requested. Attached to this supplemental report, is a new landscape plan that replaces the olive trees along Coloma Road with a variety of pear trees to be planted along Coloma Road. Additionally, the designer has prepared a building section that illustrates the ability of the structure to hide the roof mounted mechanical equipment from public view. The site plan has not been changed and the driveway access to McGregor has been designed and approved to the satisfaction of the Public Works Department.

SITE LOCATION



Figure 1. Site Location and Area Land Use

RECOMMENDED MOTION

Move that the City Council find the project categorically exempt under Section 15332, In-Fill Development Projects, and Section 15315, Class 15 Minor Land Divisions, of the California Environmental Quality Act and adopt Resolution 103-2008 approving a Tentative Parcel Map for 10655 Coloma Road, Project No. RC-08-342, and Design Review for McGregor Center, Project No. RC-08-349, subject to the findings, evidence, Tentative Parcel Map (**Exhibit A**), Design Package (**Exhibit B**), and Conditions of Approval (**Exhibit C**).

ATTACHMENTS

1. Resolution No. 103-2008 including Tentative Parcel Map (Exhibit A), Design Review Package (Exhibit B) and Conditions of Approval (Exhibit C)
2. Building Section
3. Revised Landscape Plan

RESOLUTION NO 103-2008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A TENTATIVE PARCEL MAP AND DESIGN REVIEW,
PROJECTS RC-08-342 AND 08-349**

WHEREAS, Alcides A. Gonzalez Trust (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Parcel Map for a two lot split and Design Review for a new store building, located on the northeast corner of Coloma Road and McGregor Drive; and

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

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 056-0222-002; and

WHEREAS, on June 24, 2008, the Planning Commission considered the project request pursuant to Title I, II and III of the City of Rancho Cordova Zoning Code, and all other applicable state and local regulations and recommended project approval to the City Council; and

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

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

Approves the Tentative Parcel Map (**Exhibit A**), Design Review (**Exhibit B**) and Conditions of Approval (**Exhibit C**) subject to the following findings and supporting evidence:

1. CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

The proposed land division is Categorically Exempt under Section 15315, Class 15 Minor Land Divisions, of the California Environmental Quality Act. Section 15315 exempts divisions of four or fewer parcels for property under industrial use in urbanized areas, as long as the division is in conformance with the General Plan and Zoning, all services and access are available to local standards, there was no previous land division within the past two years, and the average slope is not greater than twenty percent. As the proposed project meets all criteria of a minor land division, the project qualifies for categorical exemption under CEQA Guidelines Section 15315.

2. DESIGN REVIEW

The basis for the review of this project is provided in the City's Design Review Ordinance and the reasons for approving the project are described as follows:

- a) **Finding** - The proposed project is consistent with the objectives of the General Plan, complies with applicable Zoning regulations, and is consistent with the applicable "Guiding Principles" and "Design Concepts" in section 110-84. **Evidence** - The proposed project is in the Auto Commercial (AC) zone. The site is designed for auto-oriented commercial uses – automotive sales and services and compatible related uses. A bakery is permitted in the AC zone. The proposed new building meets the AC development standards for height and setbacks (§315-42/43/44); landscaping (§330-94); lighting (§330-96); and parking (§330-20 and §330-131). The proposed parcels meet lot size and frontage standards for the AC zone. Each parcel has independent site access and meets minimum parking standards for the current or proposed use. Analysis of the building and site design for this project were guided by the Design Guidelines (see Checklist for Commercial and Commercial Mixed Use Projects).
- 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, 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. The new building design includes elements such as glass doors, transom windows, raised parapets, and decorative lighting – adding interest to all sides of the building and accenting the building entries. A small plaza (approximately 230 square feet) is integrated into the landscaping that separates the building from McGregor Drive, creating the opportunity to provide outdoor seating for employees or patrons. The primary entrance faces Coloma Road, creating a relationship to the street. New landscaping and street trees provide shade and enhance the streetscape. These improvements do not create dark, hidden, or secluded spaces and will enhance the character of the neighborhood and the community.
- 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, including the character, scale and quality of the design, and relationship with the site and other buildings, establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties. The building features projecting block veneer façade elements, echoing materials used in the adjacent building; and the color scheme is similar to that of other buildings in the shopping center. The projecting block elements along with details such as a steel awning, a main entry accented with double doors and large windows, window trim, and decorative lighting establish a clear design concept and provide interest along the main façade. A trellis with vines will add interest and break up the mass of the rear elevation (windows are not allowed because the building is on the property line).
- d) **Finding** - The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. **Evidence** - The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. The project will minimize conflicts for pedestrians, creating access paths to the public sidewalk and bus stop on Coloma and from the plaza to McGregor. Bicycle parking is

integrated into the plaza. Cross access will be maintained between the two ne properties.

3. TENTATIVE PARCEL MAP

Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

- 1) The proposed project is consistent with the Village Center Mixed Use (VCMU) land use designation specified in the General Plan for this parcel.
- 2) The site is physically suitable for the existing automotive repair shop and the proposed bakery. The proposed parcels meet the lot size and parking requirements of the City of Rancho Cordova Zoning Code. The undeveloped portion of the site is flat and is currently used as a parking lot, so the new retail building will not result in additional site disturbance.
- 3) The site is physically suitable for the proposed density of development. The proposed design accommodates the small retail building along with required landscaping and parking on the site. Together, the proposed and existing uses are not expected to generate substantial traffic. The three existing points of access will sufficiently serve traffic moving into and out of the site.
- 4) The proposed project is categorically exempt per section 15315, Minor Land Divisions of the California Environmental Quality Act which allows the division of property in commercial use into four or fewer parcels. Therefore the project is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- 5) The subdivision of one (1) parcel into two (2) and construction of a 2,340 square foot commercial bakery should not result in increased public health risks. The project will not disturb any undisturbed or contaminated soil, and best management practices will be required during construction. Sacramento County Environmental Management Department will inspect and monitor the food production use to verify that potential public health concerns are addressed and mitigated to the greatest extent possible.
- 6) There are no easements within the proposed subdivision for access through or use of property. All adjacent uses have independent access driveways.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following votes:

AYES:

NOES:

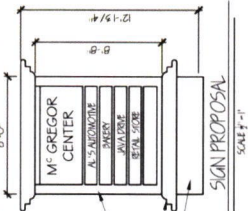
ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

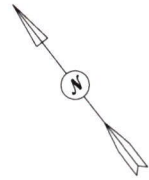
Mindy Cuppy, City Clerk



MATERIALS LEGEND
HARDY BOARD HORIZONTAL LAP SIDING TO BE NAVAL IN COLOR
MOLING IS WOOD TO BE MAPLE IN COLOR WITH
FACE TO BE BLOCK VENEER IN AN STONE GRAY COLOR

PLAT PLAN
SCALE 1/4" = 1'-0"

CL COLOMA ROAD



PARKING

PARKING

ALS AUTOMOTIVE

PROPOSED BUILDING

EXIST. DRIVE APPROACH

PLANTER EXISTING SIDE WALK

EXIST. DRIVE APPROACH

NEW CONNECTION TO SEWER AS REQ.

EXISTING SIDE WALK

EXIST. DRIVE APPROACH

BIKE RACK

EXIST. DRIVE APPROACH

R/W

EXIST. DRIVE APPROACH

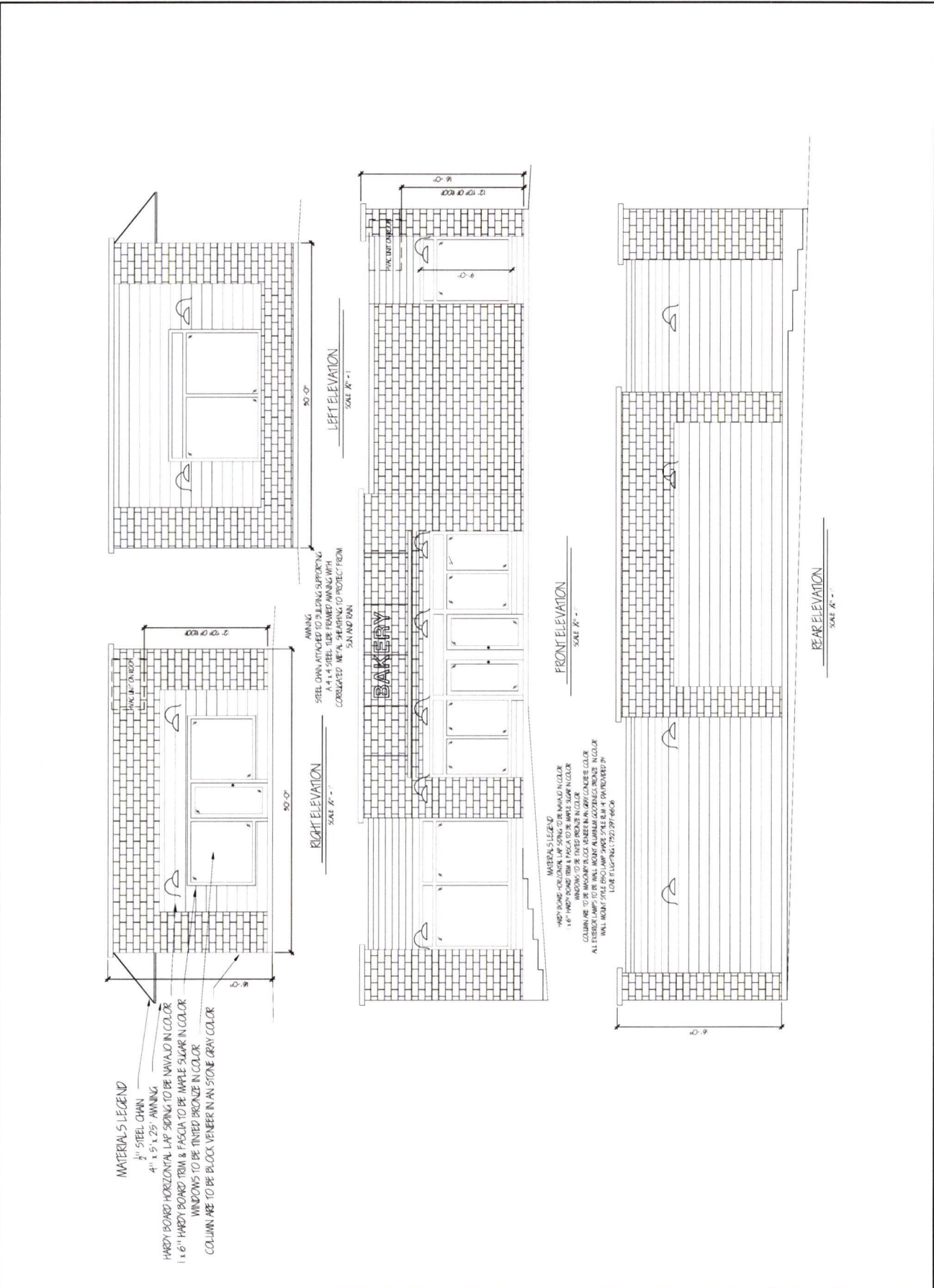
EXIST. DRIVE APPROACH

EXIST. DRIVE APPROACH

EXIST. DRIVE APPROACH

EXIST. DRIVE APPROACH

EXIST. DRIVE APPROACH



Landscape Design • Project Construction • CAD Services

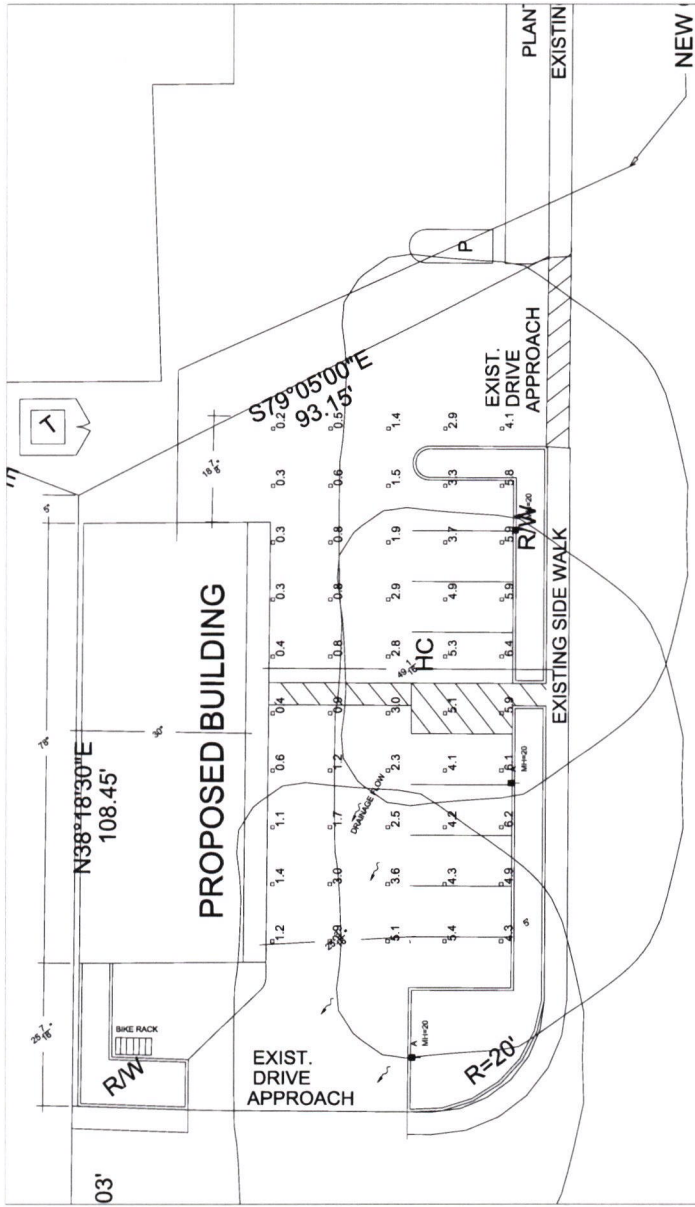
Nece Landscape Architecture

Karen Bannett Nece
CA Lic. No. 4080

555 Danvers Way
Orange, CA 92667
nece@necelandscape.com
(714) 962-8525 ext.
(714) 962-8525 fax
(714) 962-8525 cell

8-HOUR ANALYSIS				
TIME	1000'S	200'S	300'S	200'S
35'	(962)	(722)	(482)	(240)
30'	(797)	(530)	(340)	(177)
25' (34.425)	(641)	(366)	(240) $\times 6 = 1476$	(123)
20'	(534)	(326)	(157)	(79)
TOTALS	- "	- "	1476 "	- "
AREA OF PAVING 4417 SF				
SPACING REQUIRED 3204'				
SPACING PROVIDED (33.44) 1476 "				
				1305 " (330)



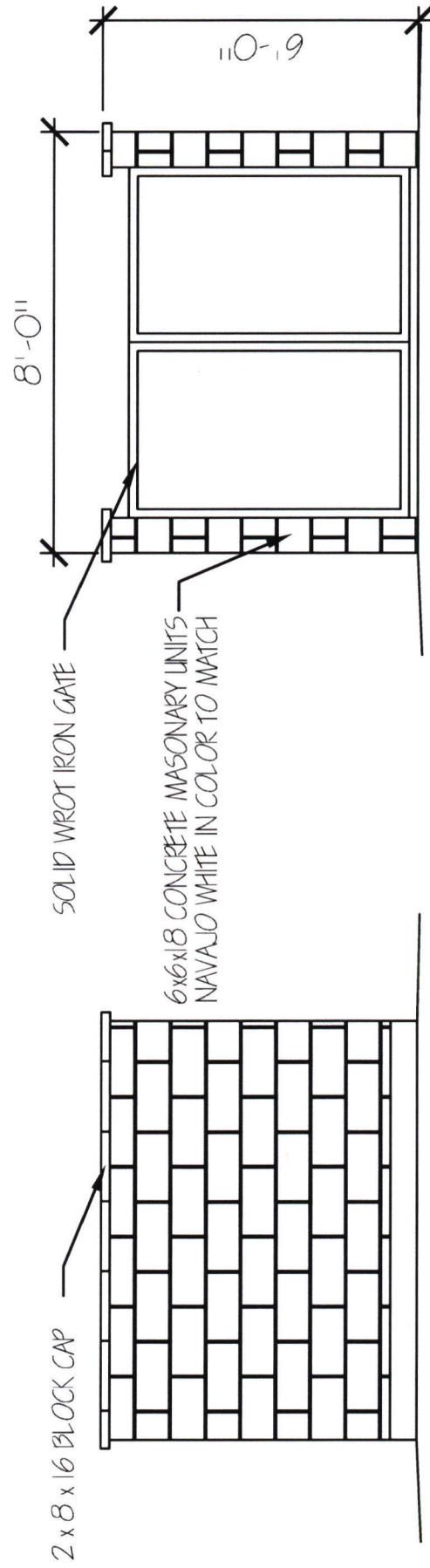


PROJECT PLAN LIGHTING LAYOUT - PHOTOMETRIC ANALYSIS

Filename: city of rancho3 a32

Luminaire Schedule	
Symbol	Qty
—	3

Numeric Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Min	Minimum	Count	2.00	6.4	0.2	14.50
Max	Maximum	Count	2.00	6.4	0.2	14.50
Avg	Average	Count	2.00	6.4	0.2	14.50
StDev	Standard Deviation	Count	2.00	6.4	0.2	14.50
Var	Variance	Count	2.00	6.4	0.2	14.50
Range	Range	Count	2.00	6.4	0.2	14.50
Sum	Sum	Count	2.00	6.4	0.2	14.50
Count	Count	Count	2.00	6.4	0.2	14.50



REAR ELEVATION

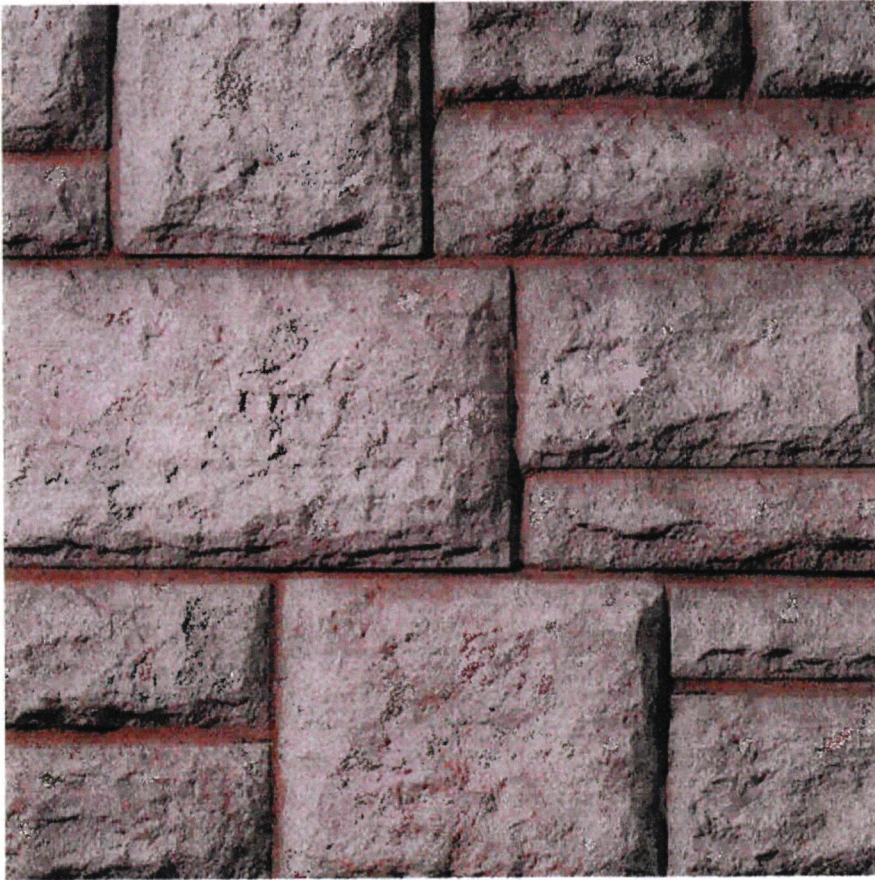
SCALE 1/4" = 1'

FRONT ELEVATION

SCALE 1/4" = 1'

TRASH ENCLOSURE

SCALE 1/4" = 1'



14033020

RECEIVED

JUL 16 2008

**RANCHO CORDOVA
PLANNING**

CATHEDRAL The pitched face look of this massive stone features sawn edges. The refined yet sturdy personality gives the notion of old world majesty found in the unique craftsmanship of yesteryear.

Leaning Bikes™ Rack- LBR™ Series



LBR 4-F-P

- Intuitive, patent pending design provides two point support.
- Bicycle shaped design has a simple elegance making the rack easily identifiable as bicycle parking.
- Framework is constructed from extra thick walled 1" I.D. (.179 wall) Schedule 80 steel pipe.

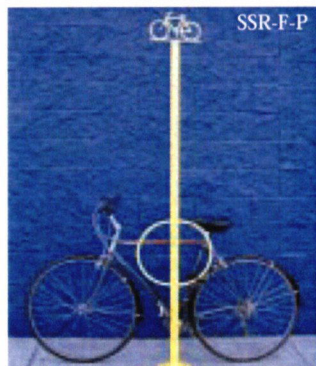
MOUNTING OPTIONS: (Please see "INSTALLATION SECTION" on Page 44 for detailed mounting options): Embedded mount or permanent flanged surface mount. Designate "-E" for embedded racks or "-F" for flanged racks after the model number.

FINISH OPTIONS: Hot-dipped galvanized (standard & recommended); polyester powder coated (optional); thermoplastic powder coat (optional); stainless steel with a #4 satin finish (optional). Designate "-G", "-P", "-T", or "-SS" for galvanized, powder coated, thermoplastic coated, or stainless steel finish respectively after the mounting designation.

MODEL #	CAPACITY	DIMENSIONS
LBR 1	2	21"L x 45"H x 32"W
LBR 2	3 to 4	30"L x 45"H x 32"W
LBR 3	4 to 6	45"L x 45"H x 32"W
LBR 4	5 to 8	58"L x 45"H x 32"W

*Capacity range depends on whether rack is single or double side loaded. Larger number represents double side loading.

Swizzle Stick Rack, Model SSR™ *Also Available in Square Tubing



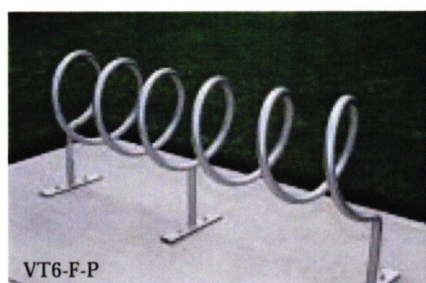
SSR-F-P

- Intuitive, patent pending design provides two point support.
- Bicycle shaped finial makes the rack easily identifiable.
- Simple design has a small footprint, is economical, is easy to install, is space efficient and offers excellent security against theft.
- Vertical post is constructed from either 1.5" I.D. Schedule 40 steel pipe or 2"x2" structural and mechanical steel tubing
- Locking loops are constructed from 3/4" solid round bar.
- Finial can be customized with a city, state, government, business, or school name/logo or other custom design.

MOUNTING OPTIONS (Please see "INSTALLATION SECTION" on Page 44 for detailed mounting options): standard embedded mount or permanent flanged surface mount. Designate "-E" for embedded or "-F" for flanged after the model number.

FINISH OPTIONS: Hot-dipped galvanized (standard & recommended); polyester powder coated (optional); thermoplastic powder coat (optional); stainless steel with a #4 satin finish (optional). Designate "-G", "-P", "-T", or "-SS" for galvanized, powder coated, thermoplastic coated, or stainless steel finish respectively after the mounting designation.

Vortex™-VT Series™



VT6-F-P

- Spiral design combines elegance with function and security.
- User friendly design allows easy access to bicycle rack.
- Embedded, free standing, flanged surface mount.
- 1" O.D. Schedule 40 steel pipe loop construction with 3/8" steel flat bar flanges.
- Racks stand 34" H by 20" W.

FINISH OPTIONS: Hot-dip galvanized (standard & recommended); polyester powder coat (optional); thermoplastic powder coat (optional); and stainless steel (optional).

MODEL #	CAPACITY	LENGTH
VT 3	3	22"
VT 4	4	32"
VT 5	5	42"
VT 6	6	52"
VT 8	8	73"



FH2-E-P

Figure H™-FH2™

MATERIALS: 3" square steel tube.

MOUNTING: Embedded (standard) or flanged surface mount (optional).

FINISH OPTIONS: Same as Thunderbolt Racks, see pg. 37.

CAPACITY: 2 bikes.

SIZE: 28"L x 36"H



Horseshoe™-HS2™

MATERIALS: 2 3/8" O.D. Schedule 40 steel pipe or 2" square steel tube.

MOUNTING: Embedded (standard) or flanged surface mount (optional).

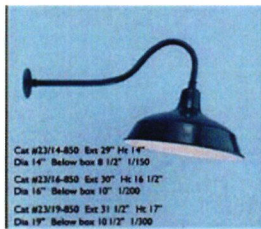
FINISH OPTIONS: Same as Thunderbolt Racks, see pg. 37.

CAPACITY: 2 bikes.

SIZE: 36"L x 32.5"H



HS2-F-SS



Illustrated Fixture 23/14-850
Fixture Color : Turquoise

Select	Fixture	Description	Web Price
☒	23/14-850	Outdoor All Aluminum Gooseneck Lighting - Factory RLM Shade on Wall Bracket, Overall Dimensions: 14" Diameter, 29" Extends, 14" High Head:14" Diameter RML Factory Shade 8" Ht 1/100 Watts Arm:Standard Gooseneck Wall Bracket Extends 22" Height 8" Cast Canopy for 4" Octagonal Box Call In Price \$ 157.05	136.55
☐	23/16-850	Outdoor All Aluminum Gooseneck Lighting - Factory RLM Shade on Wall Bracket, Overall Dimensions: 16" Diameter, 30" Extends, 16 1/2" High Head:16" Diameter RML Factory Shade 9" Ht 1/200 Watts Arm:Standard Gooseneck Wall Bracket Extends 22" Height 8" Cast Canopy for 4" Octagonal Box Call In Price \$ 166.70	144.95
☐	23/19-850	Outdoor All Aluminum Gooseneck Lighting Factory RLM Shade on Wall Bracket, Overall Dimension: 19" Diameter, 31 1/2" Extension, 17" High Head:19" Diameter RML Factory Shade 11 Ht 1/200 Watts Arm:Standard Gooseneck Wall Bracket Extends 22" Height 8" Cast Canopy for 4" Octagonal Box Call In Price \$ 216.85	188.55



Notes:

Job:

Type:

POLES

4" STRAIGHT SQUARE STEEL

GENERAL DESCRIPTION: The Gardco/Emco Lighting SSS straight steel pole consists of a one-piece square fabricated steel lighting standard. The carbon steel base plate is secured to the shaft with a continuous circumferential weld providing excellent strength and integrity. The poles are finished with an electrostatically applied, thermally cured TGIC polyester powdercoat. All poles include anchor bolts, full base cover, hand hole, ground lug and top cap.

ORDERING

PREFIX	HEIGHT	SIZE	GAUGE	DRILLING	FINISH	OPTIONS

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

SSS

HEIGHT

10'

12'

14'

15'

18'

20'

24'

25'

30'

SIZE

4

GAUGE

7

11

DRILLING

D1 1 Way

D2 2 Way

D3 3 Way

D4 4 Way

T2 2 3/8" X 4" OD Tenon

T4 4" X 6" OD Tenon

FINISH

PP Prime Painted

BRP Bronze Paint

BLP Black Paint

WP White Paint

NP Natural Aluminum Paint

GV Galvanized (No Paint)

FPGV Finished Paint over
Galvanized (specify color)

OC

Optional Color Paint
Specify RAL designation as shown.
ex: OC-RAL7024

SC

Special Color Paint
Specify. Must supply color chip

OPTIONS

FES Festoon Outlet

AHH Additional Hand Hole
Indicate height above base and
orientation to original hand holeCL Coupling - Internal thread.
Indicate height above base,
orientation to hand hole and size
(1/2", 3/4", 1", 1 1/4", 1 1/2")

Side Mount Bullhorn Brackets

GM-080* Single Side Mount
Bullhorn Bracket
*Add ~19" for 1.9" OD or
"24" for 2.4" OD. Refer to
Accessory sheet 79415-26
for detailsRefer to Steel Pole Accessories
cutsheet 79415-26 for additional
Floodlight and Bullhorn Brackets

POLE DATA

CATALOG NUMBER		POLE SIZE		MAXIMUM LUMINAIRE LOADING*			ANCHOR BOLT DATA**		
PREFIX	HEIGHT (FT.)	POLE SIZE (inches)	GAUGE	100 MPH EPA-FT ²	90 MPH EPA-FT ²	80 MPH EPA-FT ²	BOLT CIRCLE (inches)	BOLT SIZE (inches)	MAX PROJ. (inches)
SSS	10	4	11	18.9	23.9	30.6	8.0"	3/4 x 17 x 3	4.0
SSS	12	4	11	14.8	18.8	24.4	8.0"	3/4 x 17 x 3	4.0
SSS	14	4	11	11.7	15.1	19.9	8.0"	3/4 x 17 x 3	4.0
SSS	15	4	11	8.9	11.8	15.9	8.0"	3/4 x 17 x 3	4.0
SSS	18	4	11	6.7	9.2	12.6	8.0"	3/4 x 17 x 3	4.0
SSS	20	4	11	4.5	6.7	9.6	8.0"	3/4 x 17 x 3	4.0
SSS	20	4	7	8.8	11.8	16.0	8.0"	3/4 x 17 x 3	4.0
SSS	25	4	11	1.0	2.6	4.8	8.0"	3/4 x 17 x 3	4.0
SSS	25	4	7	5.4	7.7	10.8	8.0"	3/4 x 17 x 3	4.0
SSS	30	4	7	2.6	4.4	6.7	8.0"	3/4 x 17 x 3	4.0

*Warning: Additional wind loading, in terms of EPA, from banners, cameras, floodlights and other accessories attached to the pole, must be added to the luminaire(s) EPA before selecting the pole with the appropriate wind load capability.

**Factory supplied template must be used when setting anchor bolts.

Gardco/Emco Lighting will not honor any claim for incorrect anchorage placement resulting from failure to use factory supplied templates.

Gardco Lighting/EMCO Lighting reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.

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79415-17/0408

Notes:

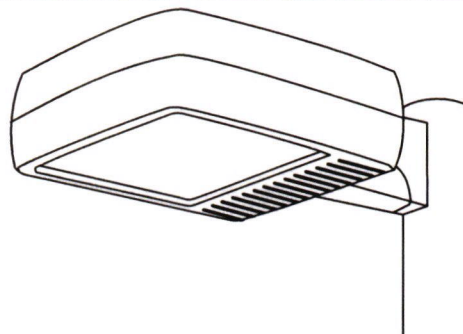
Job:

Type:

AVALUME

GENERAL DESCRIPTION: The EMCO Avalume is a rectilinear area luminaire defined by its sleek rounded profile and rugged construction. The housing is one-piece, diecast aluminum and mounts directly to a pole or wall without the need of a separate support arm. The multifaceted arc-image duplicating optical systems provide IES Types III and IV distributions. The door frame is single-piece diecast aluminum and retains an optically clear tempered flat glass lens. The luminaire is completely sealed and gasketed preventing intrusion from moisture, dust and insects. The Avalume luminaires are finished with a fade and abrasion resistant TGIC powdercoat.

CUTOFF PERFORMANCE: Flat glass lens luminaires provide full cutoff performance.



ORDERING

PREFIX	CONFIGURATION	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

AVA

CONFIGURATION

- | | |
|-------|---------------------------------|
| 1 | Single Pole Mount |
| 2 | Twin Pole Mount at 180° |
| 2@90 | Twin Pole Mount at 90° |
| 3 | 3-way Pole Mount at 90° |
| 3@120 | 3-way Pole Mount at 120° |
| 4 | 4-way Pole Mount |
| W | Wall Mount |
| WS | Wall Mount with Surface Conduit |

DISTRIBUTION

- | | |
|---|---|
| 3 | IES Type III |
| F | IES Type IV Forward Throw |
| NOTE: Type III reflectors ship as Type F. Removal of an insert converts the reflector to Type 3. | |
| 5 | IES Type V |
| MTS | Medium Throw with Solite™ Lens
Fluorescent only. |

WATTAGE

- | | | | |
|--------|--------------------|----------------------|---|
| 150HPS | 100MH ¹ | 250PSMH | <i>MTS Optics only</i> |
| 250HPS | 150MH ¹ | 320PSMH ¹ | (2)60CF ² HPS - High Pressure Sodium |
| 400HPS | 175MH | 350PSMH ¹ | (3)42TRF ² MH - Metal Halide |
| | 250MH | 400PSMH ¹ | PSMH - Pulse Start Metal Halide |
| | 400MH ¹ | | CF - Compact Fluorescent |
| | | | TRF - Triple Tube Compact Fluorescent |

1. Requires BT28 / E28 mogul base lamp

2. Fluorescent luminaires feature electronic ballasts that accept 120V through 277V, 50hz to 60hz, input. Specify "UNIV" voltage for 120V through 277V.

VOLTAGE

- | | |
|------|-------------------|
| 120 | |
| 208 | |
| 240 | |
| 277 | |
| 347 | |
| 480 | |
| UNIV | Fluorescent only. |

FINISH

- | | |
|-----|--|
| BRP | Bronze Paint |
| BLP | Black Paint |
| WP | White Paint |
| NP | Natural Aluminum Paint |
| BGP | Beige Paint |
| OC | Optional Color Paint
Specify RAL designation
ex: OC-RAL7024. |
| SC | Special Color Paint
Specify. Must supply color chip. |

OPTIONS (All are Field Installed)

- | | |
|------|--|
| HS | External House Side Shield |
| LF | In-Pole/In-Line Fusing Kit includes In-Line Fuses. |
| PC | Locking Type Photocontrol Receptacle w/Photocontrol Not available with 480V. |
| PCR | Locking Type Photocontrol Receptacle |
| MF | Mast Arm Fitter Requires 2 3/8" O.D. Mast Arm. |
| PTF2 | Pole Top Filter 2.375" X 4" |
| PTF3 | Pole Top Filter 3" - 3.5" X 6" |
| PTF4 | Pole Top Filter 3.5" - 4" X 6" |
| QS | Quartz Standby 150w quartz maximum. Not available with 480V. |
| QST | Quartz Standby - Timed Delay 150w quartz maximum. Not available with 480V. |
| WG | Wire Guard |
| POLY | External Polycarbonate Shield 250w maximum. |
| TB | Terminal Block |

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79215-56/0508

AVALUME

SPECIFICATIONS

GENERAL SPECIFICATIONS: Each Emco Avalume luminaire is a rectilinear area luminaire defined by its sleek rounded profile and rugged construction.

HOUSING: The housing is one-piece diecast aluminum, and mounts directly to a pole or wall without the need of a separate support arm. The low profile rounded form reduces the E.P.A. (Effective Projected Area) of the luminaire to only 1.1 square feet (0.10 square meters).

DOOR/LENS ASSEMBLY: The door frame is single-piece diecast aluminum and retains an optically clear tempered flat glass lens. The diecast aluminum lens frame hinges down from the housing and is secured by a stainless steel lanyard and hinge pin. The tempered flat glass lens is mechanically secured with four (4) retainers. The electrical and optical chambers are thoroughly sealed with an extruded one-piece memory retentive extruded silicone gasket to prevent intrusion from moisture, dust, insects and other contaminants.

OPTICAL SYSTEMS: The segmented reflector system consists of two tiers of highly specular aluminum facets, precisely aligned to achieve specific photometric distributions. Optical systems are of the fixed position type with the lampholder be positioned on the arm-side of the luminaire.

The position-oriented mogul base lampholder is glazed porcelain with a nickel plated screw shell.

Fluorescent luminaires use a Medium Throw reflector with a Solite® glass lens (MTS).

ELECTRICAL: Each high power factor ballast is the separate component type, capable of providing reliable lamp starting down to -20°F/-29°C. Component to component wiring within the luminaire will carry no more than 80 percent of rated current and is listed by U.L. for use at 600 VAC at 150°C or higher. Plug disconnects are listed by U.L. for use at 600 VAC, 15 A or higher. Standard fluorescent ballasts are solid state.

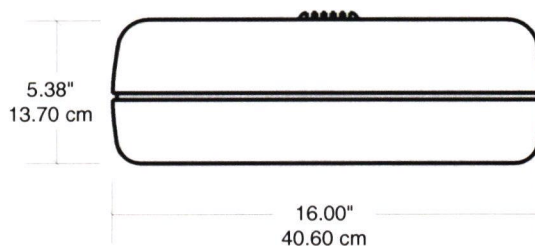
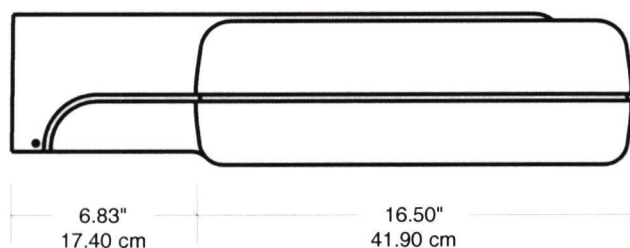
FINISH: Each standard color luminaire receives a fade and abrasion resistant electrostatically applied thermally cured triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include Bronze (BRP), Black (BLP), White (WP), Natural Aluminum (NP). Consult factory for specifications on custom colors.

LABELS: All luminaires bear U.L. or C.U.L. (where applicable) Wet Location labels.

FULL CUTOFF PERFORMANCE: Full cutoff performance means a luminaire distribution where zero candela intensity occurs at an angle of 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

CUTOFF PERFORMANCE: Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle at or above 90° above nadir, and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

DIMENSIONS



EPA

1	2	3/4
1.1 ft ²	2.2 ft ²	2.7 ft ²
0.10 m ²	0.20 m ²	0.25 m ²

with House Side Shield

1	2	3/4
1.2 ft ²	2.2 ft ²	3.2 ft ²
0.11 m ²	0.20 m ²	0.30 m ²

POLES 4" STRAIGHT SQUARE STEEL

SPECIFICATIONS

POLE SHAFT: The pole shaft is fabricated from a single-piece of 11 ga (.1196") or 7 ga (.1793") commercial carbon steel. The formed steel plate is longitudinally welded providing minimum yield strength of 46 KSI.

ANCHOR BASE: The pole anchor base is fabricated from A-36 structural quality carbon steel with a minimum yield strength of 36 KSI. The base plate telescopes the pole shaft and is circumferentially welded on both top and bottom.

ANCHOR BOLTS: Anchor bolts are fabricated from a commercial quality hot rolled carbon steel bar that meets or exceeds a minimum guaranteed yield strength of 50,000 psi. Bolts have an "L" bend on one end and threaded on the opposite end. Anchor bolts are galvanized a minimum of 12" on the threaded end. Four (4) properly sized bolts, each furnished with two (2) regular hex nuts and two (2) flat washers, are provided per pole, unless otherwise specified.

BASE COVER: A two-piece base cover completely conceals the entire base plate and anchorage.

HANDHOLE: The reinforced handhole has a nominal rectangular 2" X 4" inside opening in the pole shaft. Included is a cover plate with attachment screws. The handhole is located 18" above the base and 180° clockwise with respect to the luminaire arm when viewed from the top of the pole for one arm. For two arms the handhole is located directly under one arm.

POLE TOP CAP: Each pole assembly is provided with a removable pole top cap.

FINISH: Poles are available with a bronze, natural, white or black electrostatically applied, thermally cured TGIC polyester powdercoat finish.

STOCK POLES: Poles provided from stock under the Quick Ship program are drilled for four (4) luminaires at 90° with three (3) hole sets plugged.

DESIGN: The poles as charted are designed to withstand dead loads and predicted dynamic loads developed by variable wind speeds with an

additional 30% gust factor under the following conditions:

The wind velocities are based on 10 mph increments from 80 mph through 100 mph. Poles to be located in areas of known abnormal conditions may require special consideration. For example: coastal areas and airports.

Poles are designed for ground mounted applications. Poles mounted on structures (such as buildings and bridges) may also necessitate special consideration requiring Gardco/Emco Lighting's recommendation.

Height correction factors and drag coefficients are applied to the entire structure. An appropriate safety factor is maintained based on the minimum yield strength of the material incorporated in the pole.

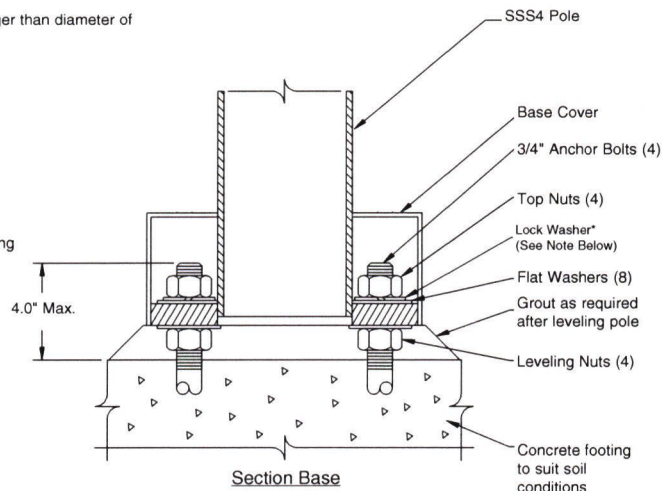
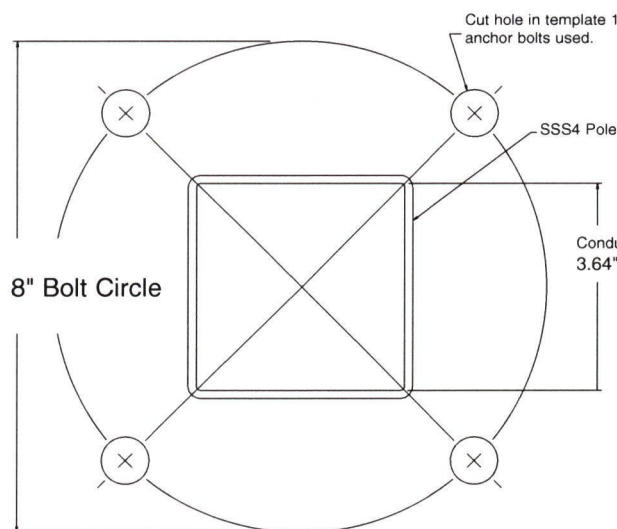
WARNING: This design information is intended as a general guideline only. The customer is solely responsible for proper selection of pole, luminaire, accessory and foundation under the given site conditions and intended usage. The addition of any items to the pole, in addition to the luminaire, will dramatically impact the EPA load on that pole. It is strongly recommended that a qualified professional be consulted to analyze the loads given the user's specific needs to ensure proper selection of the pole, luminaire, accessories, and foundation. Gardco/Emco Lighting and Genlyte assume no responsibility for such proper analysis or product selections. **Failure to insure proper site analysis, pole selection, loads and installation can result in pole failure, leading to serious injury or property damage.**

GENERAL INFORMATION: Mounting height is the vertical distance from the base of the lighting pole to the center of the luminaire arm at the point of luminaire attachment.

Twin arms as charted are oriented at 180° with respect to each other. For applications of two (2) arms at 90° or other multiple arm applications, consult the factory.

NOTE: Factory supplied template must be used when setting anchor bolts. Gardco Lighting will not honor any claim for incorrect anchorage placement from failure to use factory supplied templates.

DIMENSIONS

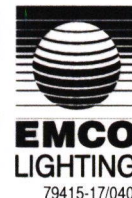


*Anchor Bolt Lock Washers are not normally required and are not included in standard anchor bolt sets. They are available upon request at additional cost.

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Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
1.	The entitlement approved by this action is for a Tentative Parcel Map to subdivide one (1) parcel into two (2) parcels, project number RC-08-342, as described on the Tentative Parcel Map (Attachment 1) and a Design Review for a new 2340 sq. ft. retail pad building (project number RC-08-349) at 10655 Coloma Rd. (APN: 056-0222-002). The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Attachment 2). Any significant changes to the approved plan will require approval by the Appropriate Authority.	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.	The Tentative Parcel Map approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	Three years, commencing with the date of approval	Planning	
4.	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	
5.	Project construction shall not disrupt transit service or pedestrian access to transit stops.	On-Going	Regional Transit	
	Prior to Final Map			
6.	Applicant shall provide a signed copy of a Reciprocal Access and Parking Agreement giving both Parcel A and Parcel B access to the adjacent shopping center parking lot on parcels 056-0222-021 and 056-0222-022.	Prior to Recordation of Final Map	Planning	

EXHIBIT C

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
7.	Applicant shall demonstrate that existing buildings meet 2007 California Building Code construction requirements in relation to new property lines.	Prior to Recordation of Final Map	Planning	
8.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Recordation of Final Map or issuance of Building Permits, whichever comes first	Public Works	
9.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Recordation of Final Map or issuance of Building Permits, whichever comes first	Public Works	
10.	Dedicate a standard 12.5-foot Public Utility Easement for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles and overhead and underground wires and conduits for electrical, television and telephone services and appurtenances adjacent to all public ways, private drives and/or irrevocable offers of dedication.	Prior to Recordation of Final Map	Public Works	
11.	Dedicate a pedestrian easement 12.5 feet wide contiguous to the proposed right of way of Coloma Road.	Prior to Recordation of Final Map	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
12.	Dedicate right-of-way to the city as follows: • 30 feet from centerline to property line on McGregor Drive • 40 feet from centerline to property line on Coloma Road	Prior to Recordation of Final Map	Public Works	
13.	A note shall be placed on the final parcel map summarizing the required public improvements. Public improvements may include, but shall not be limited to: • Frontage improvements per City Standards. • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint. • Replacement of damaged pavement along property frontage to the satisfaction of The Public Works Department. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Public improvements shall be installed prior to issuance of a building permit or other grant of approval for development.	Prior to Recordation of Final Map	Public Works	
14.	A note shall be placed on the Final Parcel Map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or reconveyance of said parcels."	Prior to Recordation of Final Map	Public Works	
Prior to Approval of Improvement Plans				
15.	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	
16.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
17.	Applicant shall provide evidence of reciprocal access with the adjacent property (Al's Automotive).	Prior to improvement plan approval	Public Works	
18.	A cross-access agreement shall be developed between all adjacent parcels to assure emergency access between the parking areas of all properties.	Prior to improvement plan approval	Rancho Cordova Police Department	
19.	Sewer easements may be required. All sewer easements shall be dedicated to the District, in a form approved by the District Engineer. All District sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The District will provide maintenance only in public right-of-ways and in easements dedicated to the District.	Prior to improvement plan approval	Sacramento Area Sewer District	
20.	Contact Robert Hendrix, RT Facilities (916)649-2759 to determine if a bus shelter pad shall be provided. If determined appropriate (by RT), provide a bus shelter pad as directed.	Prior to improvement plan approval	Regional Transit	
Prior to Issuance of Building Permits				
21.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director, including the following elements: • All lighting fixtures including light poles shall use a bronze finish • Light poles shall be no taller than 20' in height • Design of trellises and color of concrete shall be approved by the Planning Department • Block veneer elements shall project at least 8" from the windows and other façade elements • Location shall be identified for monument sign to meet zoning standards for setback equal to the height of the sign (12' 1³/₄")	Prior to issuance of Building Permits	Planning	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
22.	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).	Prior to issuance of Building Permits	Planning	
23.	Applicant shall pay balance, if any, in full prior to issuance of Building Permit. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	Prior to Building Permit	Finance / Planning	
24.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Install new sidewalk ramp at the north east corner of McGregor Drive and Coloma Road to meet current city standards. • All sidewalks on property frontage shall be a minimum of 7 feet wide of concrete sidewalk. Where existing sidewalk consists of asphalt the full sidewalk width including asphalt and concrete shall be removed and replaced with new concrete sidewalk. • Utility laterals • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Prior to issuance of Building Permits	Public Works	
	Prior to Occupancy Permit			
25.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director.	Prior to Occupancy	Planning	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (Date and Signature)</u>
26.	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 Occupancy	Public Works / Planning	
27.	Applicant shall pay balance, if any, in full prior to issuance of Certificate of Occupancy. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	Prior to Occupancy	Finance / Planning	
28.	Install public improvements to the satisfaction of the Public Works Department.	Prior to Occupancy	Public Works	
29.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public Works Department.	Prior to Occupancy	Public Works	
30.	Connection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to sewer construction.	Prior to Occupancy	Sacramento Area Sewer District	
31.	Transit information shall be displayed in prominent locations within both spaces for both patrons and employees. Please contact Devra Selenis, Marketing Department at (916)556-0112 for more information.	Prior to Occupancy	Regional Transit	

Conditions of Approval

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 – Planning

1. Sign permits shall be acquired for all building and monument signs placed on the site.

Advisory Comments – Public Works

1. Number, size, and location of driveways are subject to approval by the Public Works Department.
2. Erection of pole or monument signs or any other permanent objects shall comply with the visibility requirements per Sacramento County Improvement Standards section 4-20.

Advisory Comments – Sacramento Metropolitan Fire District

1. The Applicant will be required to submit construction plans for approval by Metro Fire. For further assistance, contact Russell Blair at (916)851-8932.

Advisory Comments – Sacramento Area Sewer District

1. Developing the property may require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance of Building Permits, which ever is first. Applicant should contact the Fee Quote Desk at (916)876-6100 for sewer impact fee information.
2. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or District public sewer line.
3. Connection or reconnection to the sewer system shall be required to the satisfaction of CSD-1. Sacramento District Design Standards apply to sewer construction.

Conditions of Approval

Advisory Comments – County Department of Water Resources

1. Before submitting Improvement Plans, the consulting engineer shall submit a signed Plan Submittal Take-In Checklist found at www.saccounty.net (search on: department of water resources plan submittal take-in checklist).

Advisory Comments – Golden State Water Company

1. Each parcel/property shall have an independent water connection. The owner/applicant shall submit a complete "Application for Water Service" along with the Design Review Deposit and a set of improvement plans as described in the application.

Advisory Comments – Regional Transit

1. Parking competes with transit usage. Therefore, parking should not exceed the required standards for the City of Rancho Cordova.
2. Provide bicycle parking facilities per City of Rancho Cordova requirements at building entrances.
3. The property/business owner shall join the 50 Corridor Transportation Management Association.
4. Employers should offer employees subsidized transit passes at 50% or greater discount.

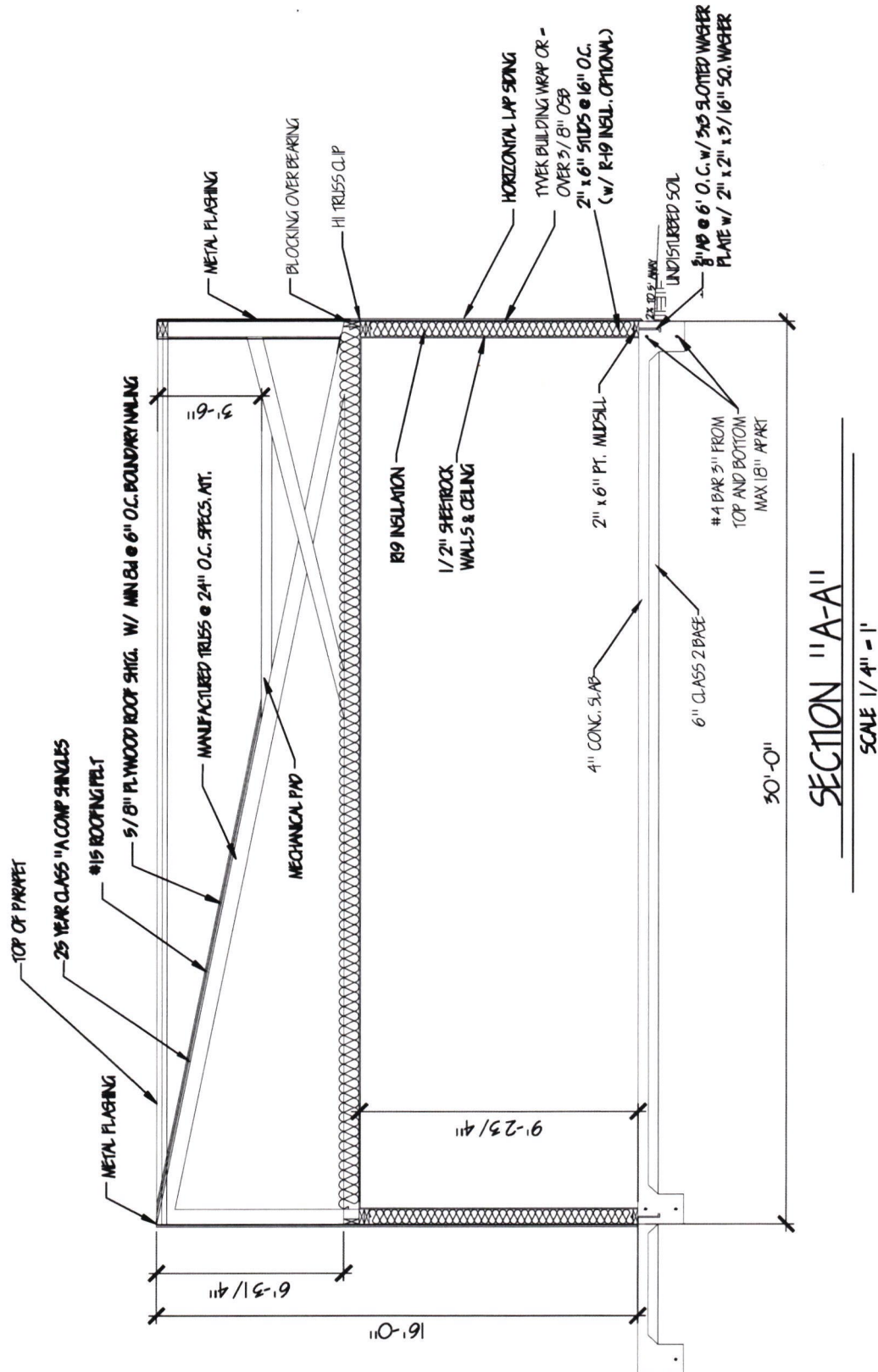
Advisory Comments – Rancho Cordova Police Department

1. Parcel Map Comments:
 - a. Cross access between the proposed new parcel and the existing parcel shall be established and maintained via a cross access agreement or similar written agreement, to assure timely, obstacle-free response by emergency vehicles, regardless of the direction of travel when responding.
2. Overall Site Comments:
 - a. A pay phone shall not be installed on the premises.
 - b. The use of window signs shall not exceed the limits prescribed in the zoning code. Natural surveillance and visibility is an important consideration.
 - c. The perimeter of the site shall be fenced during construction, and security lighting and patrols shall be employed as necessary.

Conditions of Approval

3. Physical Security:

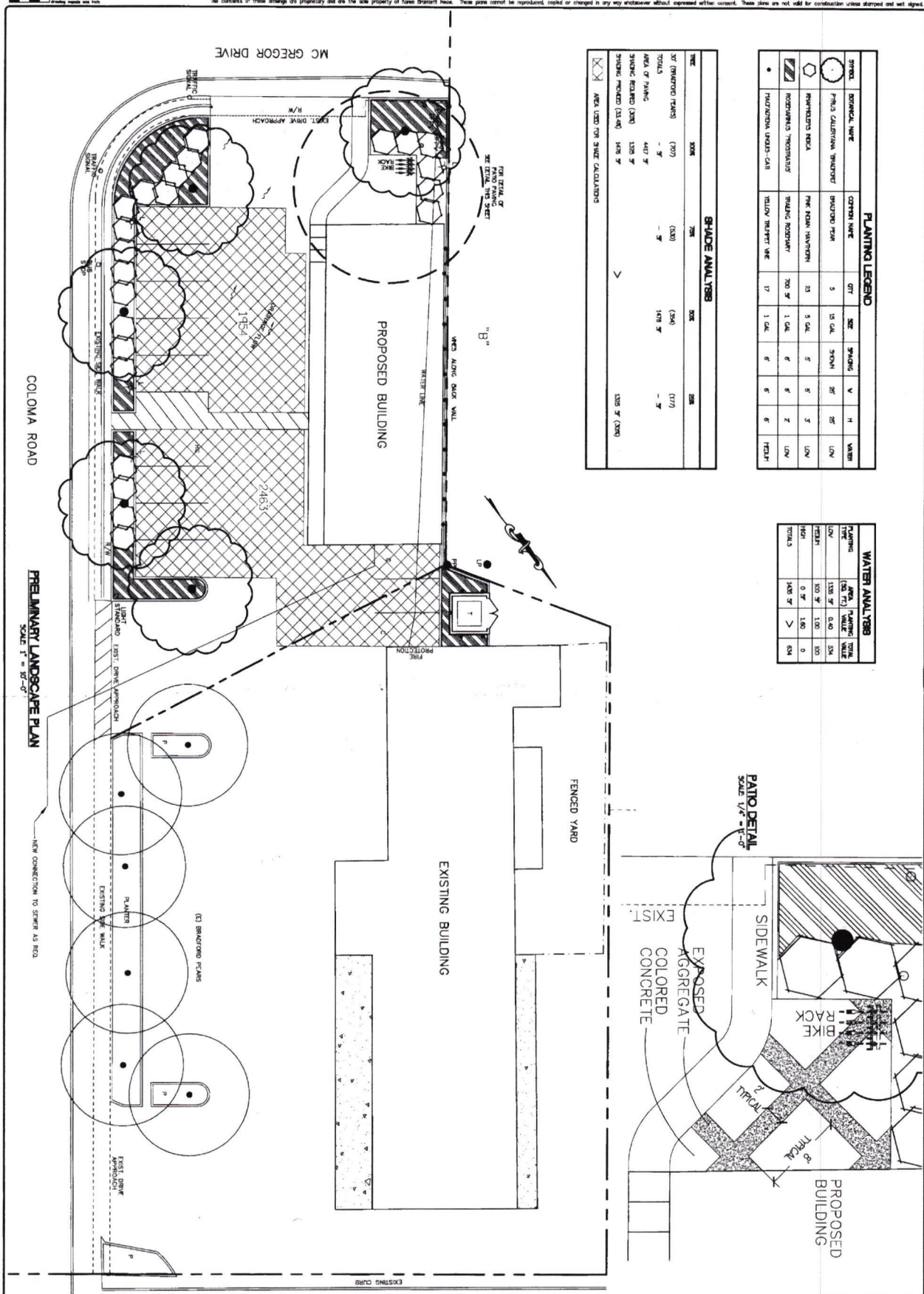
- a. All hatchway openings on the roof of any building shall be secured as follows:
 - (1) If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.
 - (2) The hatchway shall be secured from the inside with a slide bar or slide bolts. Use of crossbar or padlock must approved the Fire Marshall.
 - (3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.
4. Lighting:
 - a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with metal halide lighting. 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. The premises, while open or closed for business after dark, must be sufficiently lighted by use of interior night-lights.
 - d. Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.



FLAMINGO LAKES								
SYMBOL	SYMBOL NAME	COTTON NAME	QTY	SIZE	SPACING	V	H	VARIETY
	PIEDS. CALIFORNIA "BRIGHT"	PIEDS. PINK	3	15 GAL.	200"	25"	25"	LOW
	PIEDS. BUCKLE	PINK ROSE LAKES	23	5 GAL.	5"	5"	5"	LOW
	PIEDS. "BRIGHT"	PIEDS. PINK	300"	1 GAL.	6"	6"	2"	LOW
•	PIEDS. LAKES - CALI	PIEDS. PINK	17	1 GAL.	6"	6"	6"	PELLE

WALLEN ANALYSIS			
PLAYING TYPE	AREA (SQ. FT.)	PLAYING VALUE	TOTAL VALUE
LOW	1335 SF	0.40	534
MID	800 SF	1.00	800
HIGH	0 SF	1.60	0
TOTALS	1435 SF	>	634

CIVILIAN ANALYSTS					
WEEK	30046	7098	5206	2586	
ST (MINUTES) (PAGES)	(707)	(233)	(266)	(177)	
TOTALS	- 3'	-	1478 3'	- 3'	
AREA OF PLAIN	447 3'				
STUDIES REQUIRED (20%)	120 3'				
STUDIES REQUIRED (24.4%)	161 3'				
		>			
				1252 3' (2400)	



of 1 SHEETS

SHEET NO.

ACR NO.	28-011-10
BY	R. NECE
FILE	LIDING
SCALE	AS NOTED

PRELIMINARY LANDSCAPE PLAN, LEGENDS & PATIO DETAIL
10655 COLOMA ROAD
RANCHO CORDOVA, CALIFORNIA

Nece Landscape Architecture
Karen Shonett Nece
CA LA No. 4090

2088 Chaucery Way
Orangeville, CA 95862

(916) 967-5525
(916) 967-5825 fax

SUBMITTALS	COMMENTS
------------	----------

DATE _____

MEMORANDUM

DATE: September 15, 2008
TO: Mayor and City Council
FROM: Paul Junker, Planning Director
SUBJECT: AMERICAN RIVER PARKWAY PLAN



RECOMMENDED ACTION:

Consider staff's presentation, accept public comments and adopt Resolution No. 110-2008 endorsing the updated American River Parkway Plan.

RESULT OF RECOMMENDED ACTION:

Endorsement of the updated American River Parkway Plan would establish the City Council's support of the updated Parkway Plan. Assuming the updated Parkway Plan is supported by the local land use agencies (City of Rancho Cordova, City of Sacramento and County of Sacramento) the Plan would then be forwarded to the State Legislature for adoption.

BACKGROUND:

The County of Sacramento and Cities of Sacramento and Rancho Cordova embarked on the American River Parkway Plan Update process in the summer of 2003, resulting in the preparation of the 2006 Draft American River Park Plan, previously circulated to the City Council for review. Between 2003 and 2006 a broad coalition of local agencies, an Update Citizens Advisory Committee (UCAC), an agency Project Management Team (PMT) and members of the public actively participated in the development of the plan.

Because the American River Parkway extends through the City of Sacramento, City of Rancho Cordova and Sacramento County unincorporated lands, the three agencies have worked jointly throughout the Parkway Plan update and have prepared a joint staff report to be presented to decision makers in the jurisdictions. Provided as **Attachment 2**, this report offers additional background on the Parkway Plan update and key issues raised within the process.

On January 30, 2007, the Sacramento County Board of Supervisors reviewed the Draft Plan and directed its staff to initiate the Parkway Plan environmental review. Since that time, Sacramento County has completed preparation of the Parkway Plan Environmental Impact Report and the local agency adoption process has been initiated.

On August 27, 2008, the Sacramento County Board of Supervisors reviewed the Draft Parkway Plan and its associated Environmental Impact Report (EIR). Within that review the Board certified the project EIR as adequate and complete for purposes of review under the California Environmental Quality Act (CEQA) and established its intent to adopt the updated 2006 Parkway Plan at its meeting of September 10, 2008.

On August 28, 2008, the Rancho Cordova Planning Commission reviewed the Draft American River Parkway Plan and, following consideration of presentations from City and County staff, comments from members of the public and discussion, the Commission voted 6-0-1 in favor of recommending that the City Council endorse the updated American River Parkway Plan. In its review of the Plan the major issue of discussion related to land use designations within the Lower Sunrise Area Plan (adjacent to the Sunriver Neighborhood Association). Specific points in this discussion included:

- Sunriver residents are concerned about potential use conflicts of Developed Recreation uses adjacent to their neighborhood.
- County staff, Supervisor Nottoli and Sunriver residents met to discuss and resolve concerns. The main outcome of this meeting was to expand formal noticing procedures for early review when new uses are contemplated within the Parkway.
- Revision of the Developed Recreation designation in the Lower Sunrise Area was not considered in the Parkway Plan update, was not discussed in the public forum and was not discussed in the project EIR. Therefore, County staff has determined such a revision is beyond the scope of the current Parkway Plan update process.
- County staff has suggested an amendment to the Lower Sunrise Local Area Plan could occur after Parkway Plan adoption and could address many of the concerns raised by Sunriver residents.

Local Agency and State Adoption Process

Sacramento County will complete its review of the Draft American River Parkway Plan prior to action by the City of Rancho Cordova and the City of Sacramento. The Project Management Team selected this sequence based on the County's role as lead agency for purposes of CEQA review. Additionally, the County's roles of Parkway ownership and its obligations for Parkway management and operation support the proposed review sequence.

Following adoption of the Parkway Plan by the County of Sacramento, and assuming the Cities of Rancho Cordova and Sacramento adopt or endorse the Parkway Plan, the local agency review will be complete. Once the review and adoption/endorsement of the Parkway Plan have been completed by the three local agencies, the American River Parkway Plan will be submitted to the State Legislature for adoption through the Urban American River Parkway Preservation Act, Public Resources Code §5840.

City of Rancho Cordova/CRPD Proposals and Resolution

Within the American River Parkway Plan Update process, the City of Rancho Cordova (City) and Cordova Recreation and Park District (CRPD) proposed a number of conceptual uses for portions of the Parkway within the City limits. Listed below are the specific proposals and the outcomes on those proposals within the draft Parkway Plan. In general, the process allowed the City and CRPD to present and discuss a variety of optional land uses, with the majority of City/CRPD proposals being incorporated into the draft Parkway Plan.

1. Additional vehicle/boat access near San Juan Rapids
 - This proposal lacked support from the Update Citizen Advisory Committee (UCAC), local residents and the boating community, and therefore was eliminated after preliminary discussions.

2. Urban Campground east of Hagan Park
 - Significant concern over increased public use and impacts to existing habitat resources were raised in regard to the Urban Campground concept, leading to this proposal being eliminated early in the City/CRPD planning process.
3. Nature Interpretive Trails east of Hagan Park in Mine Tailings
 - This proposal was well received by the UCAC and future improvements can be accomplished under the land use designation of Protected Area identified in the Draft Plan.
4. Reconfigure the Live Steamers facility
 - The City/CRPD proposal to realign the Live Steamers facility in a lower density configuration received mixed support at the UCAC. Ultimately, the Board of Supervisors did not support the expanded foot print needed to reconfigure the Live Steamers track. The project EIR did not analyze a modified/expanded footprint for the tracks and therefore inclusion of this proposal appears unlikely in the current Plan update.
5. Arboretum/Sensory Garden east of Hagan Park
 - The concept of the Arboretum/Sensory Garden was supported and included in the draft Plan. The City and CRPD had proposed Developed Recreation as the land use in this area, but the UCAC recommended and the Board supported the lower intensity Limited Recreation designation. This designation will allow the sensory garden, but will restrict some improvement such as buildings and shade structures.
6. Extend bike trail from Chase Drive to Parkway bike trail
 - This proposal received broad support and is included in the draft Plan as a future project.
7. Relocate Existing 40 Acres Developed Recreation closer to Hagan Park
 - This proposal was generally supported by all parties. Ultimately, seven acres of Developed Recreation was mapped near Hagan Park. City and CRPD staff felt more Developed Recreation land should have been mapped given the amount of Developed Recreation that was removed.
8. Organic Farm west of Hagan Park (Soilborn Farms)
 - This proposal was broadly supported and organic farming is allowed in the Limited Recreation designation that has been applied to the Soilborn Farms area.
9. Restoration of Clifton's Drain
 - This proposal was widely supported and County and City staff have worked together over the past year to develop funding sources and technical data to support this streambed restoration project.
10. Nature Interpretive Center
 - City and CRPD staff proposed a multi-emphasis interpretive center west of Hagan Park that would focus on the Parkway environment, the Clifton's Drain restoration and organic farming. While this concept was supported, initial County action limited the area in which the Center could be built to seven acres that

includes existing farm buildings. Ultimately, the County agreed to a City proposal to expand the potential area in which the Center could be constructed to ten acres, while retaining the limit that no more than seven of the total ten acres could be improved to Developed Recreation standards. The City sought this flexibility because of limited available information on site conditions, future design of the Clifton's Drain restoration and the ultimate design of the Interpretive Center.

11. Bicycle/Pedestrian Bridge - Hagan Park to Ancil Hoffman Park

- This proposal was considered in the broader context of river crossings. No action was taken to approve or disapprove this project and the bridge could be considered and approved at a later date under the draft Plan as currently written.

Sunriver Neighborhood Association Request

Since preparation of the current draft Parkway Plan and the completion of the Parkway Plan EIR, the Sunriver Neighborhood Association (SNA) has requested that the designation of land located generally west of Sunrise Boulevard be changed from Developed Recreation to the less intensive use designation of Limited Recreation. The SNA communication to Sacramento County is provided as **Attachment 3** of this report.

The Parkway Plan update was originally scoped to include policy revisions related to a number of specific issues and updates to three Area Plans within the lower reaches of the American River. Updates of two Area Plans within the City of Rancho Cordova occurred towards the end of the update process. All of the changes to these five Local Area Plans were discussed and reviewed by the Update Citizens Advisory Committee and finalized by the Project Management Team through a consensus based decision making process.

Based upon project schedule and budget constraints, the status of the project environmental review, and the broad outreach conducted for all other Parkway Plan revisions, County staff has determined that an update of the remaining 14 Area Plans, including Lower Sunrise, is not feasible within the current Parkway Plan update process.

While it appears infeasible to consider the SNA request in the current update process, County staff has noted that the local jurisdictions may revise the Local Area Plans through a local adoption process, when those changes are consistent with the State adopted land use designations and policies. Therefore, there may be a future opportunity to tailor policies within the Lower Sunrise Area Plan to address the SNA concerns. County staff was in discussions with SNA representatives at the time of preparation of this report and staff provided an update on this issue at the August 28, 2008 meeting of the Planning Commission.

CONCLUSION:

The American River Parkway Plan update represents a five plus year effort led by Sacramento County and supported by the City of Rancho Cordova, the City of Sacramento and several other affected public and private entities. Overall, the process for the Parkway Plan update was collaborative, with the County assuming the lead role in both guiding and funding the Parkway Plan update.

The draft American River Parkway Plan has clarified the authority for the local agencies, with County oversight, to amend policies within the Local Area Plans. This local authority will allow for effective implementation of the Parkway Plan without the obligation of formal State approval for minor revisions, so long as such revisions are consistent with the policies and land designations of the State adopted American River Parkway Plan.

The updated Parkway Plan addresses complex and important resources and the Parkway is a highly valued resource throughout the region. As proposed, the draft American River Parkway Plan represents a genuine effort to reach a consensus plan to guide the management of this regional amenity.

ATTACHMENTS

1. Resolution No. 110-2008
2. Joint Agency Staff Report for American River Parkway Plan
3. Sunriver Neighborhood Association Letter

CITY OF RANCHO CORDOVA

RESOLUTION NO. 110-2008

**A RESOLUTION OF THE CITY COUNCIL ENDORSING THE
DRAFT 2006 AMERICAN RIVER PARKWAY PLAN**

WHEREAS, the County of Sacramento has prepared and circulated for review the 2006 Draft American River Parkway Plan (Parkway Plan); and

WHEREAS, the Cities of Rancho Cordova and Sacramento, California Exposition and State Fair (Cal Expo), Cordova Recreation and Park District (CRPD), Sacramento Area Flood Control Agency (SAFCA), and the Water Forum have been active participants in the preparation of the Parkway Plan; and

WHEREAS, approximately one-fourth of the total acreage of the American River Parkway Plan falls within the incorporated limits of the City of Rancho Cordova; and

WHEREAS, the American River Parkway is among the most significant natural and recreational resources within the urbanized Sacramento region; and

WHEREAS, the property owners of Rancho Cordova enjoy the benefits of the Parkway and place a high value on its continued role as a recreational and open space amenity; and

WHEREAS, the State of California will consider the support of affected local land use agencies, including Sacramento County, City of Sacramento and City of Rancho Cordova, in its review and adoption of the updated Parkway Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA to formally endorse the updated Draft 2006 American River Parkway Plan, with final amendments as described; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA, to recommend that the updated Draft 2006 American River Parkway Plan, with final amendments as described, be forwarded to the State Legislature for adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk



To: Sacramento County, City of Sacramento, City of Rancho Cordova

From: Joint Staff of Sacramento County, City of Sacramento, City of Rancho Cordova

Subject: **AMERICAN RIVER PARKWAY PLAN UPDATE**

Contacts: County of Sacramento: Regina Lugani, 916-874-4994, luganir@saccounty.net, Project Manager
 County of Sacramento: Leighann Moffitt, 916-874-5584, moffittl@saccounty.net, Principal Planner
 City of Sacramento: Dana Allen, 916-808-2762, dallen@cityofsacramento.org, Senior Planner,
 City of Rancho Cordova: Paul Junker, 916 851-8750, pjunker@cityofranchocordova.org, Planning Director

Overview

The updated American River Parkway Plan is now ready for final hearings before the Cities of Sacramento and Rancho Cordova and the County of Sacramento, leading to local adoption of the Plan. The consensus-based Update Committee process has addressed a wide variety of controversial issues, and at this point most issues have been resolved. This report forwards the Draft Plan along with the Draft Environmental Impact Report (DEIR). This report also highlights a proposed compromise between staff of the City of Rancho Cordova and the County of Sacramento regarding an appropriate footprint for the Developed Recreation land use designation within the American River Parkway South (formerly known as Goethe Park) Area Plan west of Hagan Park, in the City of Rancho Cordova. Additionally, Sacramento County staff has identified a number of minor inaccuracies which call for correction prior to final adoption of the Plan. Once the final Plan and final EIR are adopted locally, the State Legislature will be asked to adopt the Plan, pursuant to the Urban American River Parkway Preservation Act, Public Resources Code §5840.

Recommendations

1. Recognize the contents of the DEIR and all public comments received, determine that the DEIR is adequate and complete, and continue the CEQA process to proceed with the preparation of the Final EIR.
2. Appropriately adopt or endorse the 2008 American River Parkway Plan (with noted modifications to the 2006 Draft Plan), and forward the Plan to the State Legislature for adoption.
3. Within the American River Parkway South area, identify 10 acres of Developed Recreation on the land use diagrams (Area Plan Map and General Land Use Map) along with a policy limitation of seven acres of Developed Recreation uses to accommodate ongoing farming operations, components of a native plant nursery, and flexibility in siting a potential future interpretive center.

BACKGROUND:

The County of Sacramento and Cities of Sacramento and Rancho Cordova initiated the American River Parkway Plan Update process in the summer of 2003. The Draft American River Parkway Plan was prepared through a collaborative process involving many agencies, stakeholders, and members of the public. The 24-member Update Citizens Advisory Committee (Update Committee) was composed of direct appointments from the County, the Cities of Rancho Cordova and Sacramento, and representatives from recreation, environmental and community groups. The Project Management Team (PMT), comprised of staff of the seven sponsoring agencies (*County of Sacramento, the Cities of Rancho Cordova and Sacramento, California Exposition and State Fair (Cal Expo), Cordova Recreation and Park District (CRPD), Sacramento Area Flood Control Agency (SAFCA), and the Water Forum*) also actively participated in the development of the Plan. Throughout the update, public input has been encouraged as well as incorporated into the decision making process. The Update Process was recognized with awards from both the state chapter and local chapter of the American Planning Association. Page 7 of this report includes more detailed information on the consensus-based decision making process under the header, "Update Process". At the January 30, 2007 hearing, the Sacramento County Board of Supervisors reviewed the Draft Plan and adopted a resolution to forward the Draft Plan on for environmental review. The Cities of Sacramento and Rancho Cordova took a similar action at their City Council hearings.

DISCUSSION:

Summary of Issues: Since the preparation of the Draft Plan and DEIR, the Project Management Team has reconvened to resolve key remaining issues. This report addresses four significant issues that must be resolved prior to the finalization of the American River Parkway Plan Update. The points requiring resolution are:

1. **American River Parkway South Area:** Affirming a compromise between Sacramento County and City of Rancho Cordova staff that will designate 10 acres of Developed Recreation on the Plan's land use diagrams along with a policy limiting no more than seven acres of Developed Recreation uses. The definition of a specific Developed Recreation area has been a controversial issue debated amongst UCAC members, as well as the City of Rancho Cordova and County of Sacramento PMT agency representatives. At present, both City of Rancho Cordova and County staff believe this compromise will provide flexibility for a site design that will accommodate farming operations, components of a native plant nursery, as well as the future consideration of an interpretive center within the subject area.
2. **Cal Expo Area:** Identifying inconsistencies between the American River Parkway Plan and the Bushy Lake Preservation Act, recognizing that an amendment to the Bushy Lake Preservation Act must be made prior to allowing the Plan's proposed equestrian staging facility.

AMERICAN RIVER PARKWAY PLAN UPDATE

2003-GPB-0332

Various

3. **Discovery Park Area:** Making a statement of overriding considerations related to Mitigation Measure LU-2 within the DEIR which requires the removal of Policy 10.8.4 of the Plan and the associated (proposed) bridge crossing in the Highway 160 vicinity.
4. **Rossmoor Bar Area:** Correcting text within the Plan to include Board endorsed language to allow a sensory garden, as recommended by the Update Committee and Project Management Team.

It has been over one year since environmental review on the American River Parkway Plan commenced. During this period, typographical and mapping issues have surfaced. However, since these issues are uncontroversial and easily corrected without any compromise of the Plan's objectives, staff has listed these corrections as a separate document, Attachment "A". In addition, staff continues to review and edit the Area Plan Maps to accurately reflect existing conditions.

County of Sacramento and City of Rancho Cordova Agency Agreement:

American River Parkway South Area: At the January 30, 2007 Board of Supervisors' hearing, the amount and location of acreage to be designated as Developed Recreation within the American River Parkway South Area Plan was an unresolved issue. The Update Committee recommended seven acres of Developed Recreation overlapping the site's existing farm buildings. County staff recommended that this footprint be accepted by the Board as consistent with the UCAC consensus-based process. However, the City of Rancho Cordova requested additional acreage, to provide design flexibility for a potential interpretive center. The need for an interpretive center has not yet been fully studied according to Implementation Measure 2(h) (page 8 of this report includes policy language), therefore the proposed facility is not shown on the American River Parkway South Area Plan Map. As the City of Rancho Cordova's requested additional contiguous three acres was not far from the original UCAC footprint, County staff recommended that the additional acreage be studied as an alternative within the DEIR. In accordance with County staff's recommendation, the Board took action to direct the Department of Environmental Review and Assessment (DERA) to consider an alternative configuration, an alternative location (limited to the existing agricultural lease), and a three acre expansion over the seven acre footprint. After analyzing the alternative, the only potential impact found relates to existing cultural resources within the study area. Mitigation measure CR-6 was included in the DEIR as the Board directed alternative did not have a specific location and could have encompassed known cultural resources. The mitigation measure will remain in the event that any modification to the proposed 10 acre footprint occurs during the hearing process. However, the proposed 10 acre area identified and discussed below does not contain known cultural resources.

When reconvening after the release of the DEIR, Rancho Cordova and County staff reached a proposed compromise related to the amount and location of Developed Recreation, based on consideration of the following multiparty interests:

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2003-GPB-0332

Various

1. The City of Rancho Cordova's desire for design flexibility for a future interpretive center, which currently is conceptual and undefined.
2. Soil Born Farm's objectives to retain fertile soils, upper shelf view sheds, and habitat connectivity.
3. The County of Sacramento's commitment to remain consistent with the consensus based recommendations of the Update Committee, and staff's conclusion that seven acres is an adequate area for anticipated Developed Recreation uses. (Refer to the January 30, 2007 ARPP staff report for a detailed discussion on the Update Committee and PMT recommendations on the American River Parkway South area.)

The current recommendation by Sacramento County staff and the City of Rancho Cordova is for a 10 acre Developed Recreation designation on the Plan's land use diagrams along with a policy limitation of seven acres of Developed Recreation uses. Attachment "B" shows the proposed modified boundary.

Proposed policy language to the American River Parkway South Area Plan reads: "No more than seven acres of Developed Recreation uses may be permitted within the 10 acre Developed Recreation designation area west of Hagan Park, in the American River Parkway South Area Plan Map and General Land Use Map. Development of the remaining three acres shall be consistent with Limited Recreation designation regulations."

Staff forwards this recommendation with an aim to support the decisions of the Update Committee, and to provide a proposal that best meets the interests of both the City of Rancho Cordova and Soil Born Farm (or any other future farming operation). In the future, if any physical changes to the Area Plan are proposed, including the development of an interpretive center, the proposal will be reviewed. In fact, policies in the Draft Plan define the future process required to develop an interpretive center.

- 10.1: Area plans shall be reviewed by the County Recreation and Parks Commission when a physical change is proposed in the Parkway, to determine the appropriateness of the change.
- 10.2: Facilities shall not be constructed or installed unless specifically designated on the Area Plan Map.
- 11.5: Adoption or modification of an Area Plan or any of its components shall be approved by the Board of Supervisors in accordance with the planning and development process described in this Plan.

Implementation Measure 2(h):

Conduct an assessment of the need for and appropriate location(s) of interpretive center(s) Parkway-wide.

In addition, the Department of Regional Parks is proposing a lease agreement with Soil Born Farm for approximately 25 acres in this reach of the American River Parkway. An element of the lease agreement will be for Parks and Soil Born to develop a site master plan which would guide programs, services, renovation and development of the site. The purpose of the site master plan is to ensure that the goals of Parkway Plan and the interests of the stakeholders and community are incorporated in any future development of the site.

PMT Consensus Modifications:

Cal Expo Area: There are inconsistencies between the American River Parkway Plan and the Bushy Lake Preservation Act. Both are state adopted documents that govern uses within the Cal Expo area of the Parkway. Therefore, conflicts between the documents must not exist, and any use allowed in one and prohibited in the other will be considered a nonconforming use until consistency between the documents is established.

The first inconsistency is related to the proposed equestrian staging facility (Policy 10.18.5) map designation within the Cal Expo Area Plan, and a label that makes reference to Section 5833 of the Bushy Lake Preservation Act, "temporary exhibitor parking (during state fair only)". The equestrian staging use will require parking to be available year round, however, Section 5833 of the Bushy Lake Preservation Act places parking constraints on the area.

BLPA Section 5833: "... parking of public and private vehicles may be permitted only during the State Fair and only on the flood plain land abutting the riverside toe of the levee as it exists on January 1, 1977, beginning at least 400 feet east of the Bushy Lake area and extending not more than 1,500 feet along the toe of such levee eastward of the Bushy Lake area and extending not more than a distance of 300 feet riverward from such levee."

To resolve this inconsistency, the PMT recommends the removal of the "temporary parking" label on the Cal Expo Area Plan Map; and the addition of an implementation measure to Chapter 11 stating:

"Prior to the development of equestrian staging and restroom facilities within the Cal Expo area, an amendment to the Bushy Lake Preservation Act, Section 5833 must be made to allow year round parking in accordance with the year round (equestrian staging and restroom facilities) use proposed by the American River Parkway Plan."

The second inconsistency between the Plan and the Bushy Lake Preservation Act can be resolved completely within the Plan. Section 5834 of the Bushy Lake Preservation Act allows group picnics and associated vehicles on the north side of Bushy Lake in an area known as "Picnic Island". "Picnic Island" is labeled within the Cal Expo Area Plan map, however group picnicking is not allowed within the Nature Study land use designation. An exception should be

noted in the Chapter 7 land use tables under "Recreational Enjoyment" to allow for picnicking in the Cal Expo Picnic Island area.

The DEIR identified impacts on land use and biological resources related to the Cal Expo Area Plan, and mitigation measures to be implemented as Plan revisions are noted in Attachment "A".

Discovery Park Area: Within the updated American River Parkway Plan's Discovery Park Area Plan, a pedestrian/bike bridge is proposed connecting the pedestrian/bike trail on the north side of the river to the Two Rivers Trail on the south side of the river adjacent to Highway 160 (far southeastern side of the Area Plan). The Land Use section of the DEIR evaluates the proposed bridge and the determination is made that this bridge would have a significant impact on Land Use. Because of the resulting need to construct the bridge footings within the Riverdale Mobile Home Park, some residents would be displaced for the footings, thus resulting in a division of an existing community. This is considered a significant impact to Land Use under CEQA. Therefore, to avoid the significant impact to Land Use, the removal of this proposed bridge from the Area Plan is recommended as mitigation measure.

The City of Sacramento recommends the bridge remain as proposed. With the bridge in place, either standing alone or attached to the existing Highway 160 bridge structure, it leaves open the possibility of future programming needs for an interpretive center within the Area Plan and as a connection between the north and south of the American River for pedestrian/bicycle usage. The City wants to keep this option available for the residents and employees of the region. It should be recognized that a larger planning effort by SAFCA to reduce flood risk in the lower American River may involve the removal of facilities and structures that inappropriately constrain flood operations or compromise flood safety. These facilities could include the Riverdale Mobile Home Park, which at ground elevation could be subject to inundation in the event that flood conditions along the American River compel Folsom Dam operators to raise releases from the dam to 160,000 cfs. Accordingly, removal of these facilities, potentially including their relocation to a suitable alternative location outside the floodplain, would be an appropriate flood management activity to reduce impacts from flood risk on the community that lives there.

(Source: *Local Funding Mechanisms for Comprehensive Flood Control Improvements for the Sacramento Area*, DEIR, Nov. 2006, SAFCA)

In addition, the proposed pedestrian/bike bridge provides a critical link needed in the area to safely connect the existing bike trail on Northgate Boulevard to the existing multi-use trail (Two Rivers Trail) on the south side of the river. Currently, the only connection across the river in that area is the Highway 160 vehicle bridge. The bike/pedestrian access on this bridge does not meet current safety standards for multi-use paths on a shared facility. The City of Sacramento is also preparing a River District Specific Plan which encompasses the area along the south side of the American River from its confluence with the Sacramento River to slightly upstream from the State Highway 160 Bridge. Redevelopment of the River District would potentially result in many more users of the Parkway for recreation and alternative commuting. Having a pedestrian/bike bridge connecting the north of the river to the south of the river in the River District area may become an important connection for the region. It would also facilitate

connections between both sides of the American River and the City's plans to develop regional facilities at Sutter's Landing Park. Therefore, the PMT recommends a statement of overriding considerations be made reflecting the appropriateness of the proposed bridge in the Area Plan.

Rossmoor Bar Area Sensory Garden: The Board of Supervisors took action to move the first recommendation of the January 30, 2007 staff report forward. This recommendation stated:

"Endorse the draft 2006 American River Parkway Plan as recommended by the Update Citizens Advisory Committee with Project Management Team consensus changes (in the Rossmoor Bar area permitting a sensory garden in the Limited Recreation land use and designating the dredge tailings as Protected Area)."

The joint staff report to the Board also provided language to include within the Plan regarding the recommendation to allow a sensory garden in the Rossmoor Bar area:

"The sensory garden would be specifically designed to serve persons with disabilities and would be used for general user education and interpretation of the native plants and ecosystems in the Parkway. The sensory garden would be located on approximately one half-acre in the Limited Recreation area east of Hagan Park and developed consistent with the Limited Recreation land use designation. Plants in the sensory garden would be selected in accordance with the County's approved Parkway vegetation plantings list."

However, after reviewing the Plan, Sacramento County Staff found that the sensory garden was omitted from the Rossmoor Bar Area Plan. The final American River Parkway Plan will include the PMT and Board approved language on the sensory garden in Chapter 2 and Chapter 10 as an Area Plan policy. The PMT agrees that the addition of the noted language into the Plan is pursuant to the intended uses of the Limited Recreation land use designation and the early recommendations of the Update Committee, within the Rossmoor Bar area. In addition, a sensory garden was analyzed within the context of the DEIR, and no significant impacts were found.

UPDATE PROCESS:

The design of the Update Process was structured around an objective for consensus-based decision making, both for the Update Committee and for the Project Management Team.

The Update Process focused on key issues identified during interviews with various stakeholder organizations during the Stakeholder Assessment phase. The Update Committee had 34 meetings over a two and a half year period. All of the Update Committee meetings were open to the public with specific Public Comment time on the agendas. A number of public tours and workshops were also held, including a bus tour of the Integrated Area Planning and Rancho Cordova City limit sections of the Parkway, to involve the public in the Update Process and to gather their input and comments.

The American River Parkway Plan won two American Planning Association (APA) awards. These awards were given by the Sacramento Chapter and the California Chapter, correspondingly, for exemplary work in *Focused Issues Planning*. It has been recognized that the Plan's outreach and committee work were especially effective, as the process was able to bring interest groups together to arrive at consensus. The consensus-based decision making process successfully addressed the future needs of the American River Parkway. The updated Parkway Plan includes scientific and technical information and direction that will enable the Parkway Manager to effectively manage and implement the natural resources, wildlife, flood control and recreational uses of the American River Parkway.

ADOPTION PROCESS:

The Parkway Plan addresses the entire 29 mile stretch of multi-jurisdictional (unincorporated County, the City of Sacramento, the City of Rancho Cordova and the Lake Natoma portion of the Folsom Lake State Recreational Park Area) Parkway along the American River. Because the County of Sacramento is the lead agency for the EIR, the Board of Supervisors must certify the FEIR prior to action by the other jurisdictions. In addition, the Board will be asked to adopt the Parkway Plan as a General Plan element. The Cities of Sacramento and Rancho Cordova will be provided the opportunity to comment on the Plan prior to an anticipated August hearing date by the Board. Following the Board of Supervisors' final action, County staff will forward the adopted Plan to the City of Rancho Cordova and the City of Sacramento for action. As a responsible agency the City of Sacramento will adopt the Plan, and likewise the City of Rancho Cordova will adopt or endorse the Plan. In addition, the City of Sacramento and the City of Rancho Cordova may reference the Parkway Plan in their General Plans. Once the Plan is adopted by Sacramento County and by the City of Sacramento, and adopted or endorsed by the City of Rancho Cordova, the Board adopted Plan will be submitted to the State Legislature for adoption through the Urban American River Parkway Preservation Act, Public Resources Code §5840.

CONCLUSION:

The American River Parkway Plan Update has been a successful accomplishment of consensus based decision making for both the Update Committee and the PMT. With input from the public and key stakeholders attending and commenting at the Update Committee meetings, the updated Parkway Plan consists of over 200 policies, updated scientific and technical information, updated mapping, and new proposals mapped on several Area Plans. In addition to providing information and policy guidance for the future of the Parkway, the Plan also opens the door for citizen participation in the planning process. Lastly, State adoption is an eligibility requirement for opportunities in State funding and many grant submissions.

Staff is seeking direction from our respective elected officials, to come to a final resolution on the 2008 American River Parkway Plan. In addition, Staff recommends that PMT consensus items are maintained by the actions of the local hearing bodies. Excluding Mitigation Measure LU-2, staff recommends the implementation of the DEIR mitigation measures.

AMERICAN RIVER PARKWAY PLAN UPDATE

2003-GPB-0332

Various

Next Steps:

Once the Parkway Plan is refined in the hearing process, the final Updated Parkway Plan will be locally adopted. Once completed and approved with adopted revisions, the American River Parkway Plan will be submitted to the State Legislature for final adoption. State adoption is anticipated to occur in late 2008 or January 2009.

ATTACHMENTS:

- A. Additional Plan Updates
- B. Proposed American River Parkway South Developed Recreation Land Use Designation
- C. Sacramento County Board of Supervisors January 30, 2007 Action Summary

ADDITIONAL PLAN REVISIONS:

During the EIR preparation phase of the project, some typographical and mapping errors were encountered in the 2006 Parkway Plan Update Draft that will be corrected in the Final Parkway Plan. This section lists all known errors that impact proper interpretation of the Parkway Plan. When the Parkway Plan and NOP were circulated, the maps included the following errors, and staff avoided changing the Plan/ mapping outside of the public process. Instead, if retention of the errors would result in additional environmental impacts, mitigation measures have been included with the recommendation that either the Board of Supervisors vote to change the maps during the public process, or adopt mitigation measures, or lastly make findings of fact and statements of overriding considerations to address declared significant impacts.

TYPOGRAPHICAL ERRORS:

Table 7-2:

- The table indicates that aquatic recreation is allowed outright in the Protected Area land use category. However, the narrative description of the land use category (page 115) restricts the use of motorized boats and motor boat access. Therefore, a condition shall be added indicating that aquatic recreation in Protected Areas excludes motorized boating and motor boat access.
- The table indicates that drinking fountains are only permissible in the Protected Area land use category. The table should indicate that drinking fountains are permissible in the Protected Area, Limited Recreation and Developed Recreation land use designations.
- Under the narrative on allowable facilities in Limited Recreation areas, the Plan states that "small developed rest-stops" are permissible. However, this language should be clarified to say, "trail rest-stops, such as water fountains, signage, and scattered picnic areas maybe provided for the Parkway user in Limited Recreation areas."
- There is an existing vault restroom (not portable) in a Limited Recreation Area. There should be a condition added within the land use tables under the Limited Recreation/portable restroom facility category, to acknowledge and permit this existing vault restroom, in the 3.5 mile area of Woodlake.
- There is a conflict between the narrative description of Nature Study user groups and the user groups identified within the land use table for this type of land use designation. The narrative says that medium size groups are allowed, however this group type is not designated on the land use table. However considering that Condition No. 10 highlights the sensitivity of Nature Study Areas for small group users, it appears that the intention for Nature Study Areas is to accommodate fewer users. Therefore, the narrative section should be modified to eliminate the allowance of medium group users from the area.
- There is a conflict between the narrative description of Limited Recreation user groups and the user groups identified within the land use table for this type of land use

designation. The narrative says that "groups of all sizes maybe attracted to these areas". However the largest group size identified in the land use table is the small group. Looking back to the 1985 Plan, the same inconsistency between the narrative and table occur. The only difference is that within the earlier Plan medium groups are permitted under the land use table. As Limited Recreation areas are an intermediate intensity (use) relative to Protected Area and Developed Recreation area designations, it is reasonable that the allowable user group size would be similarly intermediary. In this case, the transitional size user group that is larger than those allowed in Protected areas and smaller than the ultimate Developed Recreation group, is the medium sized user group. The Plan should be modified so that both the narrative and the land use table respectively limit and allow Limited Recreation areas to group sizes no larger than 21-40 persons (medium group).

FORMATTING EDITS:

- The last paragraph of Chapter 5 was omitted and will be included in the final version of the Plan.
- Chapter 7 references a non-existent policy 7.28 on page 111, and should be corrected to reference Policy 7.24.
- Community involvement groups do not have jurisdiction within the Parkway, and will therefore be moved from the Jurisdictional Responsibilities section of Chapter 11. The Community involvement passage will be under its own header <2.0 Jurisdictional Responsibilities>.

MAPPING EDITS:

Pedestrian Only Trails: The "Pedestrian Only" trails in the Woodlake, Ancil Hoffman, and Rossmoor Bar area plans shall be relabeled as "Unimproved Hiking Trails", so as not to create conflict between ADA requirements and the unimproved nature of these trails. Within the Parkway Plan these trails are intended to meet the needs of hikers and not general pedestrians.

Equestrian Labels: Two members of the American River Parkway Volunteer Equestrian Patrol were asked to review the American River Parkway Plan Area Maps for inaccuracies. The two volunteers with the assistance of Regional Parks staff identified errors in equestrian access/trail labels within the following area plans: Discovery Park, Cal Expo, Watt Avenue, Arden Bar, Goethe Park, Sacramento Bar, Lower Sunrise, Upper Sunrise, and Sailor Bar. These area maps will be corrected to show the accurate locations of existing equestrian access points and trails.

Discovery Park Area Plan:

The DNA line is shown as existing and should be relabeled as proposed. The proposed Area Plan indicates a proposed bicycle/pedestrian trail that parallels Del Paso Boulevard. The portion of this trail that is north of Northgate Boulevard and parallel to

Del Paso Boulevard already exists. The error is shown on Plate PD -1 (page 8 of 10). For more on this trail, see the Woodlake Area Plan below.

Additionally staff has noted that there are 7 restrooms, 4 call boxes, and 3 information signs in the area that exist and will be depicted in the final maps.

Woodlake Area Plan:

On the western side of the Area Plan there are two symbols for informational signage – one shown as proposed next to the parking lot and the other just to the east shown as existing. These symbols should be switched. The existing informational signage is next to the parking lot, and the proposed signage is just to the east. In this same area, there is a section of bicycle/pedestrian path noted as proposed that is existing. This existing portion extends up to the existing parking lot, and turns to the northwest to parallel Northgate Boulevard for a short stretch where it then enters the Discovery Park Area Plan.

When DERA brought the issue up with Planning, it was determined that the proposed segment of bicycle/pedestrian trail extending to the northwestern corner of the Area Plan was redundant to the existing trail. It was recommended that this portion be treated as an error resulting from duplication of effort. From notes and recollections of meetings, providing trail access from Woodlake up to the trails in the Discovery Park Area Plan was desired, and these two paths were likely alternatives to one another. Only one should have been retained. The errors are shown on Plate PD -2 (page 9 of 10).

Additionally staff has noted that there is an existing restroom and an existing call box on the right bank (north) side of the river; both will be depicted in the final maps. These existing facilities are adjacent to what is shown as proposed information signage; this signage is existing and the symbol error will be corrected on the final maps.

Cal Expo: There is no bike/pedestrian trail on the northern Parkway Boundary on the right bank (north) side of the Area Plan. In addition the information signage, shown as proposed along the western end of the northern boundary needs to be removed, and the bike access symbol to the east should replace it. There are 2 existing call boxes, and an existing information sign that should be added on the right bank of the Area Plan as well.

Campus Commons: The two call boxes on the right bank external boundary (almost parallel to Howe Avenue) of the Area Plan are erroneously labeled. The call box closest to the Paradise Beach Area Plan should be relocated to a position adjacent to the kiosk in the Paradise Beach Area Plan, near Ethan Way. The lower call box needs to be removed. Additionally, the existing picnic area within the Alumni Grove Developed Recreation portion of the map (left bank) will be depicted. There is a call box, almost directly across from the Alumni Grove, on the right bank that will be added to the map.

Howe Avenue: There is an existing call box, and an existing information sign, on the left bank (south) side of the river. They should be shown as they exist, within the

vicinity of the existing restroom in the Developed Recreation designation within the Area Plan Map.

Watt Avenue: There is an existing information sign and call box that should be shown on the right bank (north) side of the river, on the western most end of the Area Plan. The restroom facility shown as adjacent to Watt Avenue should be moved into the Parkway closer to the parking area west of it, also an existing call box should be shown near by the restroom. The car top boat launch in the same Developed Recreation area as the restrooms, parking, and call box will be shown as a boat ramp. Lastly, there are two existing paved onramps on both sides of the Watt Avenue Bridge.

SARA Park: There are 4 existing information signs intermittently distributed along the bike/pedestrian trail on the right bank (north) side of the river that will be added to the final map. Also, the Area Plan map shows an area of Developed Recreation that should be designated Limited Recreation and Protected Area. Plate PD-3 (page 10 of 10).

Arden Bar: On the right bank, the equestrian staging area on the western Developed Recreation area should be removed. Within the eastern Developed Recreation area (also right bank) there are 3 picnic areas, 2 information signs, 2 restrooms, and a call box, which all exist and will be added to the Arden Bar Area Plan Map.

Sailor Bar: Where the entry kiosk is shown in the eastern Developed Recreation designation, an information sign should also be shown.

Upper Sunrise: The American River Discovery Trail, a decomposed granite (DG) interpretive trail has been installed in the Upper Sunrise area, and the trail will be added to the local Area Plan Map. The kiosk and the car, bicycle, equestrian, pedestrian access shown in the western most Developed Recreation should be spaced out for readability purposes. To the northeast, north of the unimproved parking lot within the Limited Recreation designation, the car top boat launch should be removed. East of the unimproved parking, at the unimproved parking access point an existing information sign should be shown on the map. There are 2 call boxes and an information sign that exist and should be shown on the map. Lastly, existing parking at the fish hatchery and at Hazel Avenue should be shown.

Lower Sunrise: There is no existing or proposed restroom in the western most Developed Recreation area, thus the restroom symbol will be removed from the map. There is an existing call box and information sign, and both should be included in the eastern Developed recreation area. Lastly the restroom shown at the most northeastern portion of developed Recreation should be moved closer to the information signage.

Sacramento Bar: There is no restroom on the equestrian trail as it passes by the Open Space Preserve, and the symbol indicating such a facility will be removed. Symbols for a call box and information sign will be added to the Developed Recreation to show these existing facilities.

Rossmoor Bar: The kiosk within the Developed Recreation area is existing and not proposed, and should be relabeled accordingly. The proposed pedestrian trails should be removed. There is no proposed entry kiosk within the Protected Area. An existing call box should be shown in the Limited Recreation Area adjacent to the Developed Recreation (live steamers) area. There is also an existing restroom facility in off of the equestrian trail just east of the sliver of Developed Recreation area along the left bank of the river.

Ancil Hoffman County Park: The curved trail that meets with San Lorenzo Drive is mislabeled as a pedestrian trail, and should be relabeled as an equestrian trail. This trail links to equestrian trails to its east and west. The trails currently labeled pedestrian within the Effie Yeaw Nature Center area should be relabeled as the Effie Yeaw Nature Study Trail. There are restrooms in the two Effie Yeaw buildings, and a restroom symbol will be added. The trail leading to the car top boat launch should also be relabeled as an unimproved hiking trail. There is no pedestrian trail overlapping the Parkway road, however according to the Department of Regional Parks staff there is a bicycle/pedestrian trail that should be added along side the Parkway road. In addition, the Nature Camp Site is no longer in use and should be removed or relabeled as a former campsite. The equestrian staging area shown should be relocated the western point of the nearby parking lot to the south. Lastly, the restroom off of the picnicking area should be moved closer to the center of the picnicking area.

Goethe Park: There is an existing call box at the southern tip of Nature Study area that will be shown on the final maps. On the northern end of the same Nature Study area the Area Plan should show existing informational signage. In the Developed Recreation area, just north of the Arden rapids, a picnic area should be depicted. There is an existing information sign on the bike/pedestrian trail between the Nature Study Area and the Protected Area. Lastly, a call box and information sign should be shown east of the Native Plant Restoration area.

Lake Natoma: This area will be added to the Plan's General Land Use Map, and includes land use designations from the Folsom Lake General Plan.

CURRENT EVENTS CHANGES:

Goethe Park: At the February 28th Sacramento County Recreation and Parks Commission Meeting a park renaming committee was appointed to choose a new name for C.M. Goethe Park. If a new name is chosen prior to the publication of the final 2008 American River Parkway Plan, then the Plan will reference the area accordingly.

California Indian Heritage Center (CIHC): The CIHC main building is no longer proposed within the Parkway. However, associated interpretive uses may still occur within the Discovery Park Area.

DEIR MITIGATION MEASURES:

Land Use Mitigation Measures:

- Per LU-1, within Chapter 8 "Public Access and Trails" Chapter, language must be added to define differences between car-top and ramp/trailer boat launch designations.
- Per LU-5, new trail designations shall be defined in the Parkway Plan to connect certain boat launches to the nearest access points, and these connector trails shall be depicted on area plans.
- Per LU-3, inconsistencies between the Limited Recreation designation in the western most portion of the Cal Expo area must and the Bushy Lake Preservation Act must be resolved.
- Per LU-4, Policy 5.17 in the Plan regarding off-road biking shall provide a specific implementation plan on how to "support and monitor" the activity.
- Per LU-6, the 'Interpretive Area' in the Bushy Lake area of the Cal Expo Area Plan Map shall be connected by an extension of the maintenance trails for pedestrian access.

Biological Resource Mitigation Measures:

- Per BR-3, either policy or narrative shall be added the Cal Expo Area Plan to respond to seasonal flooding in the area. Within the Limited Recreation land use designation, there shall be a prohibition of permanent structures in the area, and a restriction on recreational use during the winter.
- Per BR-4, the proposed maintenance road running through Bushy Lake in the Cal Expo Area Plan Map shall be removed.
- Per BR-8, new SARA Park Developed Recreation land use designation overlaps sensitive habitat. The Developed Recreation land use designation is a misprint and discussed in the staff report under 'SARA Park Area'. The errors are shown on Plate PD-3.
- Per BR-14, the Rossmoor Bar Area Plan shall address the loss of grassland habitat, by removing a chain link fence in the area to provide access to other grassland for larger species dependent on grassland habitat.
- Per BR-15, a program should be implemented to restore unofficial trails in grassland environments back to grassland habitat.
- Per BR-26, language Policy 5.8 language shall be revised to state that: "Overnight camping may be permitted in association with programs at an interpretive center with permission from the Parkway Manager, so long as camping is not within a restoration area and natural resources are not degraded."
- Per BR-27, mountain biking on maintenance trails shall be prohibited during rainy seasons, indicated by signage or by Parkway Management trail closure.
- Per CR-5, an implementation measure shall be added to Chapter 11 to ensure that interpretive use areas protect sensitive information on the location of cultural resources. If locational data is crucial to site interpretation, then accessibility should be limited. In addition, design should incorporate input from special interest groups and relate

specifically to the area's cultural resources.

Note: Staff continues to review and edit the Area Plans to map existing trails and facilities. It is anticipated that additional errors will be identified prior to the final adoption of the Plan.

Plate PD -1 Discovery Park Area Plan, Issues

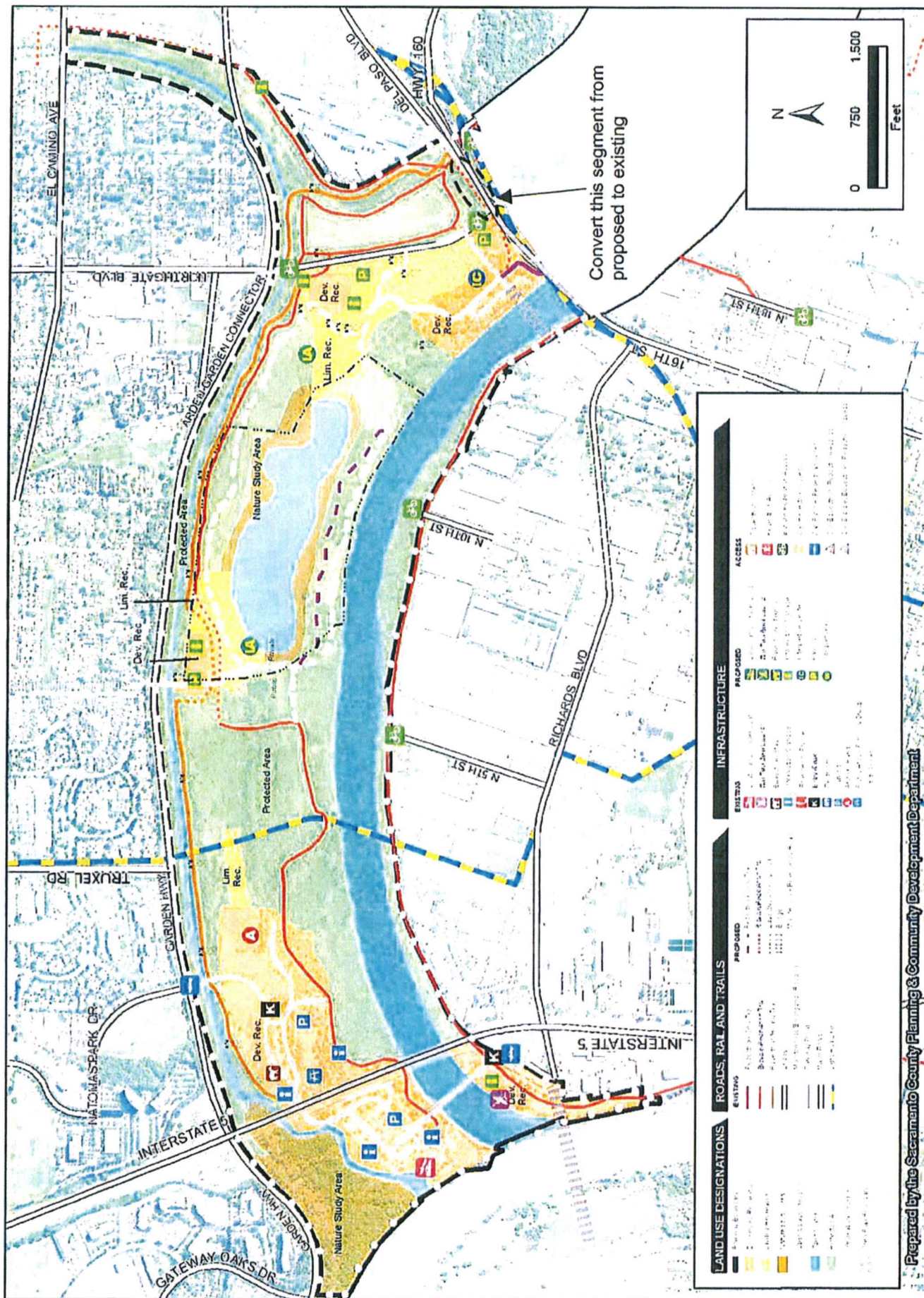
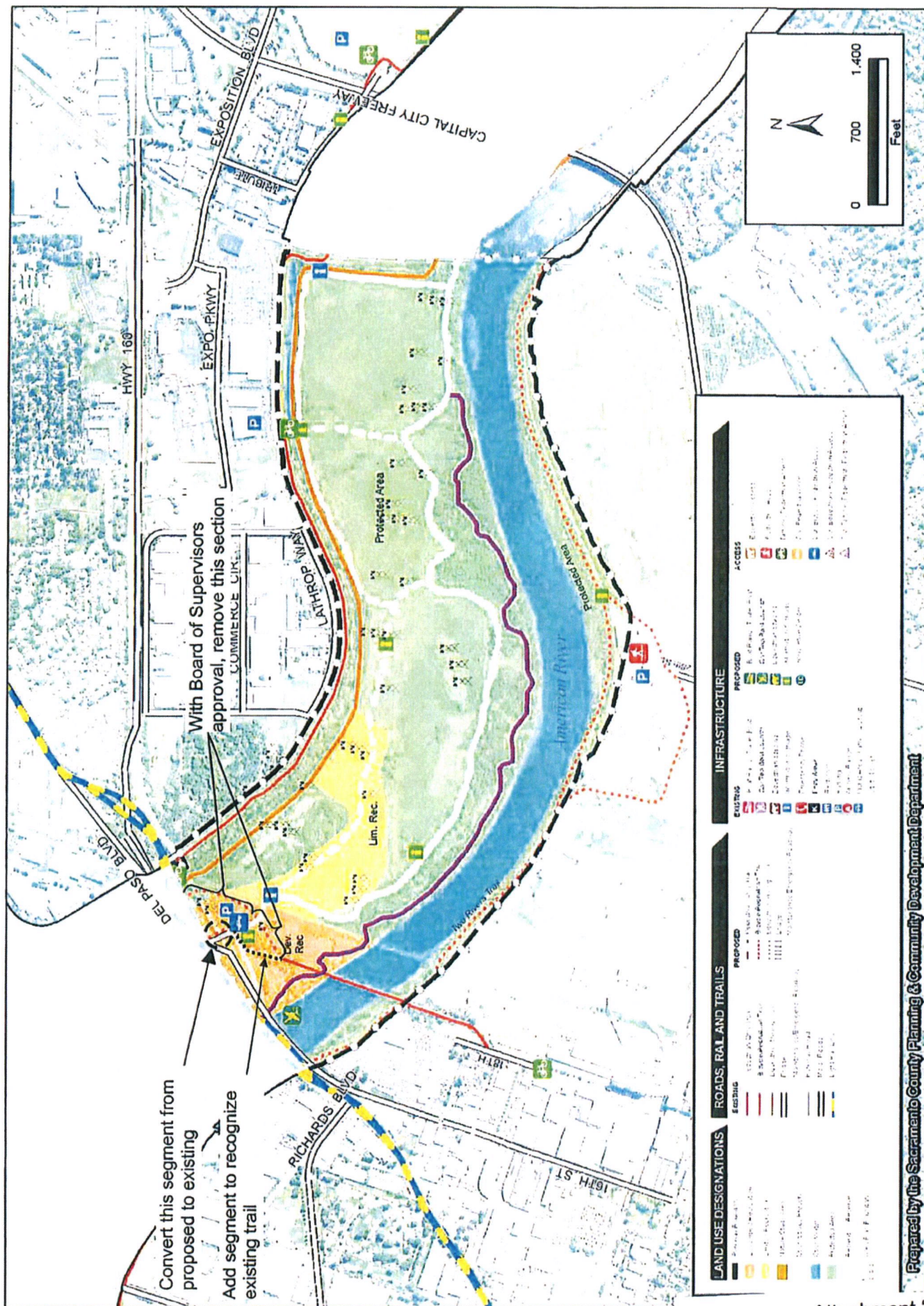


Plate PD -2 Woodlake Area Plan, Issues



With Board of Supervisors approval, remove this Developed Recreation area and retain existing designations

LAND USE DESIGNATIONS

- Unimproved Land
- Developed Land
- Protected Area
- Developed Recreation Area
- Unimproved Recreation Area
- Unimproved Agricultural Area
- Unimproved Forested Area
- Unimproved Wetland Area
- Unimproved Water Area
- Unimproved Other Area

ROADS AND TRAILS

- Highway
- Arterial Road
- Collector Road
- Local Road
- Trail

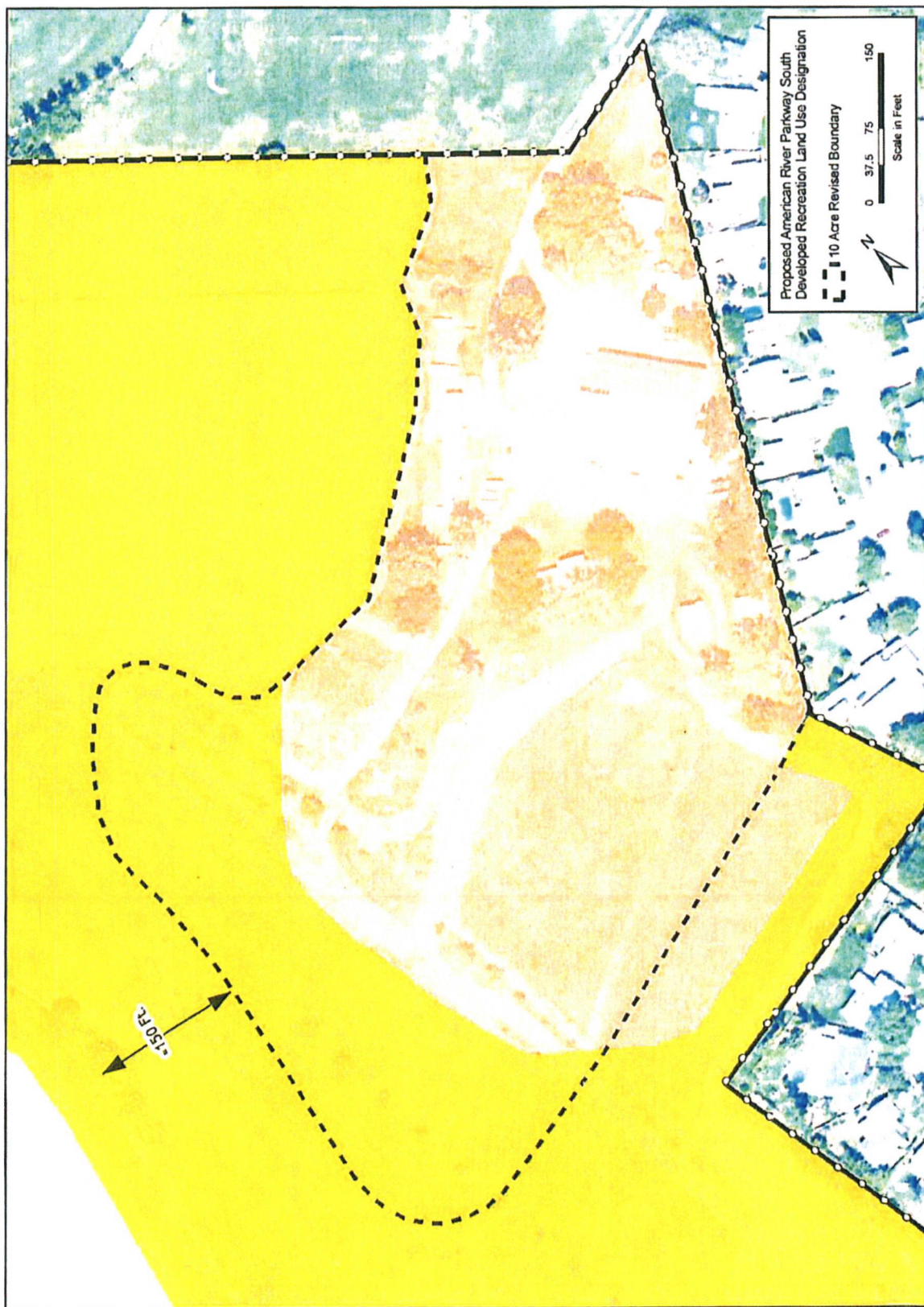
INFRASTRUCTURE

- Power Line
- Water Line
- Sewer Line
- Gas Line
- Telephone Line
- Cable Line
- Railroad
- Canal
- Ditch
- Drainage
- Levee
- Dam
- Lock
- Bridge
- Tunnel
- Structure

ACCESS

- Public Access
- Private Access
- Restricted Access
- Prohibited Access
- Other Access

Prepared by the Sacramento County Planning & Community Development Department



Attachment "B"

January 30, 2007 Action Summary on

Item No.17 2006 American River Parkway Plan Update Draft

4:17 PM Board Action: Roger Dickinson/ Susan Peters - Approved Staff Recommendation Nos. 1, 2, 3, and 5

AYES: Roberta MacGlashan, Don Nottoli, Susan Peters, Roger Dickinson, Jimmie Yee

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

4:17 PM Board Action: Roger Dickinson/ Susan Peters - Adopted Resolution No. 2007-0138 approving Recommendation No. 4 with the addition that the live steamer operation be considered for relocation further south from the river and the parkway

AYES: Roberta MacGlashan, Susan Peters, Roger Dickinson, Jimmie Yee

NOES: Don Nottoli

ABSTAIN: (None)

ABSENT: (None)

From: Sunriver Neighborhood Association

To: Sacramento County Board of Supervisors
Sacramento County Recreation and Park Commission
Sacramento County Policy and Planning Commission

Date: April 21, 2008

Subject: American River Parkway Plan Update

Dear Public Officials:

With regard to the American River Parkway Plan Update process currently underway, the Sunriver Neighborhood Association respectfully submits a technical correction and proposed change, shown below. We recognize that the Draft EIR has been released, and we are requesting that the two items listed below be incorporated into the Plan Update prior to issuance of the Final EIR and subsequent approval of the Plan Update document by the Board of Supervisors.

The Sunriver Neighborhood Association is comprised of just over 1,000 homes in the Sunriver neighborhood – approximately 865 single-family homes, plus approximately 140 condominium units.

The Sunriver neighborhood is the only neighborhood bordering the Lower Sunrise Recreation Area. Our homes are the only ones directly affected by the usage of this portion of the Parkway. Many of us purchased our homes specifically because of the proximity to the river and the Parkway. In fact, the Parkway directly borders the individual residential lots of about a dozen Sunriver homes.

Technical Correction: The statement “...bordered on the landward side by Gold River...” actually refers to the Sunriver neighborhood, not Gold River. This was apparently an error in the 1985 version, which has yet to be corrected in the Update. It appears in the “Location and Description” of the Lower Sunrise Recreation Area, as shown on p. 10-44 (1985 Plan) and p. 192 (Update).

Proposed Change: We agree with the statement on pp. 10-44, which is kept in the Update, regarding the Lower Sunrise Recreation Area: “Additional facilities for picnickers could be provided, although the proximity of the park to residences precludes intensive development.” Accordingly, we propose that one portion of land, current designated for developed recreation, remain as developed recreation for a certain part of it, but the remainder be limited recreation. This would be consistent with actual usage today and in the past, and consistent with the statement quoted above. **Specifically:** within the Lower Sunrise Recreation Area, as shown on p. 10-46 (1985 Plan), there is a plot designated “developed recreation” – roughly hourglass-shaped, with a large western lobe, a narrow neck, and a large eastern lobe. It’s bordered by Sunrise Blvd. to the east, protected areas to the east and west, and residences to the south. We propose that the eastern lobe remain developed recreation, which contains a parking lot, beach, current equestrian area, access roads, etc. We propose that the neck and western lobe be limited recreation.

Our proposed change would not change any actual usage patterns from current usage, but would protect/preserve the affected area from further development. Please note that we are not proposing any change to the protected area to the southeast of the hourglass, bordering Sunrise Blvd., for cultural preservation.

Our proposed change does not prevent a raft concession from being added to the eastern lobe of the hourglass. However, it beneficially restricts development of current open space areas that immediately border the residential neighborhood.

Reasons for this proposed change in designation:

- Preserves current actual usage patterns
- Promotes continuation of this important open space
- Protects quality of life for residents, both current and future
- Protects parkway users (bicyclists, hikers, picnickers,...) from further development
- Preserves the natural beauty of the area
- Does not interfere with any existing or proposed use

To recap:

- The Sunriver neighborhood is the only neighborhood bordering the Lower Sunrise Recreation Area. Our homes are the only ones directly affected by the usage of this portion of the Parkway.
- Many of us purchased our homes specifically because of the proximity to the river and the Parkway.
- The section of land in question directly borders the individual residential lots of about a dozen Sunriver homes.

We respectfully ask that the County protect this beautiful natural area for years to come by making the technical correction and proposed designation change in the Plan Update document.

Thank you for your consideration of this request,

Craig Osborn, Sunriver Neighborhood Association, Chair of American River Parkway Task Force

Troy Konarski, Sunriver Neighborhood Association, Governmental Affairs Director

Ginger Enrico, Sunriver Neighborhood Association, American River Parkway Liaison

- - -

Ray Fox, Sunriver Neighborhood Association, American River Parkway Task Force Member

Jessica Ocenosak, Sunriver Neighborhood Association

Gail Osborn, Sunriver Neighborhood Association, American River Parkway Task Force Member

- - -

Nicki Batchelor, American River Parkway Task Force Member

Jeannie Boulden, American River Parkway Task Force Member

Mike Britton, American River Parkway Task Force Member

Doug Campbell, American River Parkway Task Force Member

Sydney Cooley, American River Parkway Task Force Member

Jerry Houston, American River Parkway Task Force Member

Lee Lundgren, American River Parkway Task Force Member

Dan Prosperi, American River Parkway Task Force Member

Dick Shultz, American River Parkway Task Force Member

Dave Smith, American River Parkway Task Force Member

Chris Wajda, American River Parkway Task Force Member

MEMORANDUM



DATE: September 15, 2008

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
Diane Snyder, CDBG & Housing Analyst

**SUBJECT: CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT (CAPER) FOR SUBMITTAL TO THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT (HUD) ON SEPTEMBER 30,
2008**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 112-2008 authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER), a reporting document for the Community Development Block Grant (CDBG) program.

RESULT OF RECOMMENDED ACTION

This action will fulfill the City's reporting requirements for its 2007-08 CDBG funding, and will therefore cause the City to remain in good standing with the U.S. Department of Housing and Urban Development.

BACKGROUND

The City received \$702,906 from HUD for the 2007-08 CDBG program year. The grant allowed the City to carry out a number of housing and community development programs that were targeted primarily to low and moderate-income households and individuals. Activities funded in 2007-08 included minor housing repair, neighborhood park improvements, code enforcement activities and public services.

HUD requires an annual evaluation of their grant programs, known as the CAPER. The 2007-08 CAPER describes the City's accomplishments in the implementation of programs and activities under the CDBG program. It also reports the progress of the City in meeting overall five-year goals and priorities, as well as identifying areas for improvement as a result of this annual review.

CDBG regulations require that the public be given a 15-day period in which to review the CAPER and provide comments prior to approval by the City Council. A public notice announcing the availability of the CAPER was published in the Rancho Cordova Grapevine on August 29 and September 5, 2008 and copies of the CAPER were made available for public review at designated locations and on the City's website. Any written

comments are responded to in writing by staff and included in the CAPER when it is submitted to HUD. The public comment period concluded on September 15, 2008.

ANALYSIS

The 2007-08 program year was the City's second year as an entitlement jurisdiction for CDBG funds. Staff continued to work on refining guidelines and procedures, and worked with service providers to increase the awareness in the community of the services being offered and to provide technical assistance.

The City continues to progress towards its goals in fostering the development and preservation of affordable housing and the provision of supportive services to the elderly, youth and those with special needs. Other five-year Plan goals that will need continued efforts include improvement of the infrastructure and physical environment in the City's target-income areas. A summary of completed activities is listed on page one of **Exhibit A**.

CONCLUSION:

Staff is pleased to present the CAPER to the City Council for Adoption. This is the conclusion to a successful program year that brought needed federal funds to provide essential housing, service and community development activities to Rancho Cordova residents. The submission of the CAPER will allow the City to continue to receive CDBG funding.

ATTACHMENT

Resolution No. 112-2008 including (Exhibit A) Consolidated Annual Performance and Evaluation Report (CAPER)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 112-2008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
TO APPROVE THE FISCAL YEAR 2007-08 CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER)**

WHEREAS, The City of Rancho Cordova has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, staff has completed the 2007-08 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and the 15 day public comment period for the report was published on August 22, 2008; and

WHEREAS, the 15-day public comment period has closed and the CAPER has been considered by the Rancho Cordova City Council.

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

1. Approve the 2007-08 Consolidated Annual Performance and Evaluation Report (CAPER) **(Exhibit A)**;
2. Authorize the City Manager, or his designee, to submit the CAPER to the Department of Housing and Urban Development; and
3. Allow staff to make technical modifications to the CAPER as required by HUD.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk

2007-08 CAPER

I. INTRODUCTION

As an entitlement grantee for the United States Department of Housing and Urban Development (HUD) formula Community Development Block Grant (CDBG) program, the City of Rancho Cordova is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to analyze and summarize program accomplishments during the preceding program year. This CAPER assesses the City of Rancho Cordova's progress in completing activities identified in the 2007-2008 Action Plan, which covers the period July 1, 2007 through June 30, 2008. The CAPER also reports the progress in meeting overall five-year Consolidated Plan goals and priorities, and identifies areas for improvement as a result of annual self-evaluations and HUD performance reviews.

The 2007-08 program year was the City of Rancho Cordova's second year as an entitlement recipient of Community Development Block Grant (CDBG) funds. The City of Rancho Cordova Housing Division, within the Economic and Neighborhood Development Department, serves as the lead agency for the administration of CDBG funds. Questions regarding this report should be directed to the staff within this division at:

Grants Specialist
City of Rancho Cordova
Economic and Neighborhood Development Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916-851-8904

This report was made available for public review during a 15-day public comment period from August 29, 2008 to September 15, 2008. A public notice announcing its availability was published in the Rancho Cordova *Grapevine* on August 20, 2008. A public hearing on the report was held on September 15, 2008 at the Rancho Cordova City Council meeting.

II. GENERAL NARRATIVE

In its second year as an entitlement grantee, the City funded numerous public service activities, including those serving the elderly and youth, while also leveraging several resources to improve the City's neighborhoods. Accomplishments include the following:

- Provided funding to Senior Nutrition Services for the provision of nutritious meals to 282 seniors;
- Assisted Respite CLUB in providing services to 15 severely disabled seniors and their caregivers;
- Provided funding to Roots and Horizons and Safe Harbor to assist 37 youth; and

2007-08 CAPER

- Completed 15 home repairs within the Emergency Repair Loan Program; and
- Assisted Sacramento Self-Help Housing to provide counseling and social services for 79 homeless and near-homeless persons.

In addition, staff continued to market the Emergency Repair Loan Program, provided group and one-on-one training to public service providers, and implemented monitoring and fiscal systems to oversee and track progress of the CDBG grant program. The majority of the proposed activities for the year were fully implemented.

Program year 2007-08 was the City's second year as an entitlement jurisdiction for CDBG funds. Staff has continually strived to provide training opportunities to new grant recipients and establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. Table 1 provides a summary of accomplishments in 2007-08. The activities listed are those contained in the 2007-08 Action Plan, and the applicable one-year objective, with actual accomplishments identified. More detailed activity descriptions are included below.

TABLE 1
ANNUAL GOAL ACHIEVEMENT AND PROGRESS TO
MEETING FIVE-YEAR GOALS

Category	2007 Annual Goal		
Project/Service Type	Completed	Goal	Over/(Short)
Housing			
Rental Inspection	790	700	90
Home Repair Assistance	8	36	(28)
Code Enforcement	789	700	89
Homelessness			
Homeless Prevention	79	50	29
Public Facilities			
White Rock Park	1	1	0
Public Services			
Housing Services	472	210	262
Senior Services	292	302	(10)
Youth Services	37	20	17
Crisis Services	81	141	(60)
Clearance			
Clearance	-	1	(1)

2007-08 CAPER

Category Project/Service Type	2007 Annual Goal		
	Completed	Goal	Over/(Short)
Special Needs (all programs)			
Disabled	134	-	-
Senior (62+)	249	-	-
Female-headed	299	-	-
Large family (5+)	93	-	-
Total persons/households	890	673	209
Low/mod households	889	-	-
Percent low-mod served	99.9%	-	-

HOUSING

Emergency Repair Loan Program

Provide emergency repair assistance to low-income homeowners, eliminating health and safety hazards in their units.

2007-08 Objective:	14 homes repaired
Funding Allocated:	\$100,000
2007-08 Accomplishment:	8 homes repaired
Goals Met:	HS-1 (for description of goals, please see the 2006-2011 Consolidated Plan)
Outcome:	Affordability for the purpose of providing decent affordable housing
Actual Expenditure:	\$53,959.31 ¹
Narrative:	City staff marketed the Emergency Repair Loan Program, which provided assistance to homeowners who had no other resources to make necessary repairs to their homes. Remaining funding (including implementation funding) is expected to be spent in FY 2008-09. Several additional loans are in process, and the City increased marketing for the program.

¹The City is currently processing an additional six loans, initiated during the 2007-08 program year, totaling \$28,120.

Category	Total	Percent of Total HH
Total Households	8	100%
Total Low/Mod-Income	8	100%
Extremely Low-income	6	75%
Low-Income	2	25%
Moderate-income	-	-
Special Needs		

2007-08 CAPER

Disabled HH Member	4	50%
Senior Headed HH	2	25%
Female Headed HH	7	88%
5+ Person HH	-	-
Race/Ethnicity		
Hispanic (all races)	2	29%
White	5	63%
Black or African-American	1	14%
Asian	-	-
American Indian or Alaskan Native	-	-
Native Hawaiian or Pacific	-	-
Multiracial	-	-
Other/No response	-	-

Rental Housing Inspection Program

Inspect all rental units in deteriorated areas to find and correct code violations.

2007-08 Objective: 700 homes inspected
Funding Allocated: \$80,502
2007-08 Accomplishment: 790 homes inspected
Actual Expenditure: \$80,502
Narrative: In 2007-08 the Program began operating in 2007-08. Staff examined the most efficient way to implement the Rental Housing Inspection Program, set up an electronic tracking program and implemented a fee collection program. The goal for the number of units inspected was exceeded.

Code Enforcement

Provide code enforcement services in the redevelopment area and CDBG target areas.

2007-08 Objective: 700 homes inspected
Funding Allocated: \$86,000
2007-08 Accomplishment: 787 homes inspected
Goals Met: HS-1, HS-2
Outcome: Accessibility for the purpose of providing decent affordable housing
Actual Expenditure: \$86,000
Narrative: The Code Enforcement Department has made several visits to related to code compliance complaints within the target area, which resulted in many improvements to the target area. Code

2007-08 CAPER

enforcement efforts are a part of the City's Strong Neighborhoods Initiative, which is a comprehensive approach to improving quality of life in the City's target areas.

Category	Total	Percent of Total HH
Total Persons	25,098	100%
Total Low/Mod-Income	14,985	61%
Extremely Low-income	-	-
Low-Income	-	-
Moderate-income	-	-
Special Needs	-	-
Disabled HH Member	-	-
Senior Headed HH	-	-
Female Headed HH	-	-
5+ Person HH	-	-
Race/Ethnicity		
Hispanic (all races)	3,683	15%
White	16,274	65%
Black or African-American	3,304	13%
Asian	241	1%
American Indian or Alaskan Native	1,525	6%
Native Hawaiian or Pacific	160	1%
Multiracial	3,594	14%
Other/No response	-	-

PUBLIC FACILITIES

White Rock Park Improvements

Fund various improvements to enhance the park, which is located in a target-income area.

2007-08 Objective: 1 park improvement project completed
 Funding Allocated: \$49,555
 2007-08 Accomplishments: 1 park improvement project
 Actual Expenditure: \$49,555
 Narrative: The Cordova Recreation and Park District could not complete their proposed project with the allocated amount of funding, and is in the process of securing other funds to complete a

2007-08 CAPER

major rehabilitation of White Rock Park. As part of a mid-year amendment the original amount of funding was reduced by \$130,000 from \$179,555, because the City was able to retain a grant through the Sacramento Housing and Redevelopment Agency.

Cordova Villa School Improvements

Improvements to the Cordova Villa School.

2007-08 Objective: 1 public facility improvement completed.

Funding Allocated: \$130,000

2007-08 Accomplishments: None

Actual Expenditure: None

Narrative: This funding replaces a grant from the Sacramento Housing and Redevelopment Agency that was originally intended for improvements to Cordova Villa School. The improvements will be decided upon by community representatives in coordination with the Folsom Cordova Unified School District.

PUBLIC SERVICES

Roots and Horizons

Foster safe and healthy mentoring relationships for children of incarcerated parents.

2007-08 Objective: 20 children mentored

Funding Allocated: \$24,877

2007-08 Accomplishments: 37 children mentored

Goals Met: CD-2, CD-3

Outcome: Accessibility for the purpose of creating suitable living environments.

Actual Expenditure: \$24,877

Narrative: Through CDBG funding, the agency was able to hire a program coordinator to work specifically with the mentoring participants in Rancho Cordova. The coordinator created an outreach plan to build awareness about the mentoring program. She also started two monthly newsletters to share information, promote community activities, and to provide ideas for family engagement and bonding. Goals were exceeded.

2007-08 CAPER

Category	Total	Percent of Total HH
Total Youths	37	100%
Total Low/Mod-Income	36	97%
Extremely Low-income	28	76%
Low-Income	5	14%
Moderate-income	3	8%
Special Needs		
Disabled HH Member	11	30%
Senior Headed HH	0	0%
Female Headed HH	22	59%
5+ Person HH	15	41%
Race/Ethnicity		
Hispanic (all races)	4	11%
White	9	24%
Black or African-American	9	24%
Asian	-	-
American Indian or Alaskan Native	-	-
Native Hawaiian or Pacific	-	-
Multiracial	12	32%
Other/No response	10	27%

Sacramento County Department of Human Assistance – Senior Nutrition Program

Provide homebound seniors with hot meals and provide lunch to seniors at the Cordova Seniors Center.

2007-08 Objective: 282 seniors provided meals
 Funding Allocated: \$44,990
 2007-08 Accomplishments: 277 seniors provided meals
 Goals Met: CD-1, CD-3
 Outcome: Accessibility for the purpose of creating suitable living environments.
 Actual Expenditure: \$44,990 CDBG
 Narrative: Senior Nutrition Services provided home delivered and congregate meals to 277 unduplicated seniors in Rancho Cordova. They met 98% of their goal.

2007-08 CAPER

Category	Total	Percent of Total HH
Total Households	277	100%
Total Low/Mod-Income	277	100%
Extremely Low-income	-	-
Low-Income	104	38%
Moderate-income	173	62%
Special Needs		
Disabled HH Member	33	12%
Senior Headed HH	228	82%
Female Headed HH	103	37%
5+ Person HH	7	3%
Race/Ethnicity		
Hispanic (all races)	15	5%
White	224	80%
Black or African-American	12	4%
Asian	28	10%
American Indian or Alaskan Native	2	<1%
Native Hawaiian or Pacific	2	<1%
Multiracial	9	3%
Other/No response	0	0%

Respite C.L.U.B.

Offer free care for patients with severe memory loss, benefiting both participants and their caregivers.

2007-08 Objective: 20 seniors provided care
 Funding Allocated: \$8,760 CDBG
 2007-08 Accomplishments: 15 seniors provided care
 Goals Met: CD-1, CD-3
 Outcome: Accessibility for the purpose of creating suitable living environments.
 Actual Expenditure: \$6,570 CDBG
 Narrative: Respite C.L.U.B. increased the number of caregivers and care receivers this year. They also increased staff by adding two personal aides, one assistant activity coordinator and a cook. New program packets and flyers were developed; however, goals were not met.

2007-08 CAPER

Category	Total	Percent of Total HH
Total Households	15	100%
Total Low/Mod-Income	15	100%
Extremely Low-income	-	-
Low-Income	15	100%
Moderate-income	-	-
Special Needs		
Disabled HH Member	15	100%
Senior Headed HH	15	100%
Female Headed HH	10	75%
5+ Person HH	1	7%
Race/Ethnicity		
Hispanic (all races)	0	-
White	14	93%
Black or African-American	1	7%
Asian	0	-
American Indian or Alaskan Native	0	-
Native Hawaiian or Pacific	0	-
Multiracial	0	-
Other/No response	0	-

Sacramento Self-Help Housing

Provide counseling and housing referral services to homeless and near-homeless individuals and households.

2007-08 Objective: 50 households provided counseling
 Funding Allocated: \$6,932 CDBG
 2007-08 Accomplishments: 79 households provided counseling
 Goals Met: HA-1, CD-3
 Outcome: Accessibility for the purpose of creating suitable living environments.
 Actual Expenditure: \$6,932 CDBG
 Narrative: A strong relationship was established between Sacramento Self-Help Housing and the City of Rancho Cordova. Goals were exceeded and the program became better known throughout the community.

2007-08 CAPER

Category	Total	Percent of Total HH
Total Households	79	100%
Total Low/Mod-Income	79	100%
Extremely Low-income	63	80%
Low-Income	11	14%
Moderate-income	5	6%
Special Needs		
Disabled HH Member	21	27%
Senior Headed HH	0	-
Female Headed HH	47	59%
5+ Person HH	22	28%
Race/Ethnicity		
Hispanic (all races)	9	11%
White	28	35%
Black or African-American	36	46%
Asian	0	-
American Indian or Alaskan Native	2	3%
Native Hawaiian or Pacific	2	3%
Multiracial	10	13%
Other/No response	1	1%

WEAVE, Inc.

Provide assistance to victims of domestic violence, including individual and group counseling.

2007-08 Objective: 141 people provided counseling
 Funding Allocated: \$16,875 CDBG
 2007-08 Accomplishments: 81 people provided counseling
 Goals Met: CD-3
 Outcome: Accessibility for the purpose of creating suitable living environments.
 Actual Expenditure: \$16,875 CDBG
 Narrative: This was WEAVE's first year operating a satellite office in the City of Rancho Cordova. WEAVE realized that the goals set for the 2007-08 program year were not being met and responded by significantly increasing outreach and marketing efforts in the City, including 22 presentations at various locations. This effort resulted in outreach to an additional 207

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people. Because of this effort, more people are becoming aware of WEAVE's presence in the community.

Category	Total	Percent of Total HH
Total Persons	81	100%
Total Low/Mod-Income	81	100%
Extremely Low-income	-	-
Low-Income	-	-
Moderate-income	-	-
Special Needs		
Disabled HH Member	7	9%
Senior Headed HH	0	-
Female Headed HH	21	26%
5+ Person HH	9	11%
Race/Ethnicity		
Hispanic (all races)	21	26%
White	57	70%
Black or African-American	9	11%
Asian	3	4%
American Indian or Alaskan Native	0	-
Native Hawaiian or Pacific	0	-
Multiracial	0	-
Other/No response	12	15%

CLEARANCE

Provide assistance to property owners in removing non-functioning structures in the redevelopment area.

2007-08 Objective: 1 building demolished

Funding Allocated: \$35,300 CDBG

2007-08 Accomplishments: None

Actual Expenditure: None

Narrative: This program has been continued into 2008-09. The City continues to identify properties in need of clearance activities, and work with property owners to identify opportunities for redevelopment.

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PLANNING AND ADMINISTRATION ACTIVITIES

CDBG Planning and Administration

Provide general administration of the CDBG program, including all planning and reporting activities.

2007-08 Objective:	Conduct administrative services, train staff, and carry out other administrative and planning activities related to the CDBG program as well as other programs serving the target-income and special needs populations.
Funding:	\$120,581
2007-08 Accomplishment:	The CDBG program was implemented in accordance with federal requirements.
Goals Met:	PA-1
Actual Expenditure:	\$120,581
Narrative:	CDBG staff was able to carry out a wide range of administrative activities to implement programs and activities serving the target income and special needs population. As part of a mid-year amendment, the Planning and Administration was reduced by \$20,000 in order to fully fund the Fair Housing activity.

Human Rights Fair Housing Commission (Center for Human Rights Law and Advocacy)

Provide fair housing and counseling services.

2007-08 Objective:	Provide fair housing services such as provide assistance with housing discrimination and tenant and landlord laws, investigate fair housing complaints, provide outreach and education through public forums, distribution of fair housing literature and newspaper articles.
2007-08 Objective:	260 households assisted
Funding:	\$20,000
2007-08 Accomplishment:	422 households assisted
Actual Expenditure:	\$20,000
Narrative:	In addition to providing fair housing services to 422 households, the Human Rights Fair Housing Commission (HRFH) conducted a study of rental housing in the City of Rancho Cordova to examine disparate treatment based on physical disability. The HRFH also provided fair housing

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training to owners and managers of rental properties as an effective means of eliminating housing discrimination.

Category	Total	Percent of Total HH
Total Households	422	100%
Total Low/Mod-Income	422	100%
Extremely Low-income	123	29%
Low-Income	201	48%
Moderate-income	98	23%
Special Needs		
Disabled HH Member	43	10%
Senior Headed HH	4	1%
Female Headed HH	89	21%
5+ Person HH	39	9%
Race/Ethnicity		
Hispanic (all races)	53	13%
White	279	66%
Black or African-American	84	20%
Asian	7	-
American Indian or Alaskan Native	4	1%
Native Hawaiian or Pacific	5	1%
Multiracial	43	10%
Other/No response	0	-

Table 2

SUMMARY OF 2007-08 CDBG EXPENDITURES

Category	2007-08 Funds Allocated
Planning and Administration	\$140,581
Public Services	\$105,434
Housing Rehabilitation Programs	\$100,000
Code Enforcement and Rental Inspection	\$116,502
Public Improvements	\$240,389
Total	\$702,906
YE Funds Remaining	\$166,024
YE Unliquidated Obligations	\$0
YE Net Remaining	\$166,024

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Timely Expenditure Calculation (150% max.)	
Total 2007 annual funding	\$702,906.00
Total funds remaining at year-end	\$166,024
Percentage of total funding remaining	23.6%

Planning and Admin. Calculation (20%max.)	
Total 2007 annual funding	\$702,906
Total Planning and Admin expenditures	\$140,581
Planning and admin percentage	20%

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Public Services Calculation (15% max.)	
Total 2007 funding award	\$702,906
Total 2007 public services expenditures(inc. unliquidated expenditures)	\$102,434
Public Service percentage	14.6%

AFFIRMATIVELY FURTHERING FAIR HOUSING

In the year 2007-08, the City did not identify any additional impediments to fair housing choice beyond those identified in the 2006-2011 Consolidated Plan. Actions taken to promote fair housing include the provision of fair housing materials, fair housing assistance, and investigation of housing discrimination complaints.

The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge by post those who request it, and materials are distributed by Code Enforcement officers and the Rancho Cordova Police Department. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the City to ensure the fair and equitable treatment of persons and households seeking housing in the City. The Human Rights/Fair Housing Commission acts as an adviser to the City on matters of fair housing.

AFFORDABLE HOUSING

Many of the City's efforts to provide affordable housing have been addressed previously under the section General Narrative. The Emergency Repair Loan Program assists low-income households. The 2006-2011 Consolidated Plan includes as a high priority goal the preservation of the existing stock of affordable housing. The City preserves affordable housing in part through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable.

CONTINUUM OF CARE NARRATIVE

The City of Rancho Cordova has established a set of strategies and priority actions to expand the City's homeless programs and services and to provide supportive housing opportunities and services to the elderly and persons with special needs. During program year 2007, the City continued to focus on funding service providers that offered regional programs benefiting the homeless and special needs groups.

The City has identified the following populations as having high priority needs: elderly, frail elderly, disabled persons and female headed households. Additionally, the City identified the

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following as high-priority special housing and service needs: housing rehabilitation and emergency repair, rental inspection, neighborhood parks and facilities, and senior and youth services.

Local Service Provider Assistance

During the 2007-08 program year, the City identified local service organizations that provide assistance to the homeless, households at-risk of homelessness, seniors, and other special needs groups. Several of these groups were selected to receive 2008-09 CDBG funds and will contribute to providing a broader continuum of care in the upcoming program year.

Senior Services

In 2007-08, the City funded senior meal services through the Sacramento County Department of Human Assistance (DHA). The City funded a congregate meal program (where meals are provided at community center sites), and a home-delivered meal program for homebound seniors. These programs combined to serve 277 persons. The programs offer meals five days per week (250 days per year), and the total number of meals served in Rancho Cordova amounted to nearly 22,000. The City also funded Respite CLUB, which provides care to seniors with memory loss. Additionally, the Emergency Repair Loan Program is used primarily by seniors, allowing them to live in a safe environment.

Homeless and Homeless Prevention Services

The City contracts with Sacramento Self-Help Housing to provide counseling to low-income households who are homeless or at risk of becoming homeless. The counseling helps individuals and households to maintain housing stability. This program is intended to prevent homelessness. Self-Help Housing also provided assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe.

OTHER ACTIONS

Actions to Address Obstacles to Meeting Under-Served Needs

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed the available resources. The City has provided services, discussed previously under the Continuum of Care narrative, and has worked to afford housing opportunities to under-served groups, including individuals with severe disabilities.

Fostering and Maintaining Affordable Housing

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The City of Rancho Cordova's Strategic Plan identifies the Emergency Repair Loan Program as the primary component of the City's housing strategy. This Program provided 14 forgivable loans during the program year to very low-income households.

The City also fosters affordable housing through its mixed-income housing policy, which requires developers to build or fund affordable units. The goal of the policy is to integrate affordable housing throughout the City's neighborhoods.

In 2008-09, the City plans to devote additional, non-federal resources to advancing affordable housing opportunities. In 2007-08, City staff explored alternative resources, including tax credits, redevelopment area set-aside funding and regional and state grant opportunities. The City expects to move forward with one or more affordable projects in 2008-09. Additionally, the City anticipates operating an owner-occupied housing rehabilitation program in 2007-08, using redevelopment area funds.

Barriers to Affordable Housing

Rancho Cordova has made significant progress in meeting the housing needs of its very low-, low-, and moderate-income residents. However, on a regional scale, housing prices and rents in the greater Sacramento area continue to rise even as vacancy rates have returned to normal levels. In this market it is often difficult for an extremely low- or very low-income household to locate an available and affordable unit. A continued supply of housing affordable to all household income levels is essential to meet the needs of the residents of the City. Although there will be opportunities to construct new affordable housing, the City is also concerned with preserving and rehabilitation current affordable housing resources.

To assure the continuing production of affordable housing the City has examined possible constraints and barriers. Constraints to affordable housing are both governmental and non-governmental. Governmental constraints include land use controls, entitlement processing, fees, and building codes.

Land use controls are necessary to ensure orderly and appropriate development and growth in the City. Fees, land dedication, and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development. To facilitate the development of affordable housing, the City may consider waiving fees or assisting developers in locating resources for funding affordable housing. Building and housing codes are implemented to ensure the safety of the community (housing residents, specifically). It is unlikely that the City will waive building or housing code requirements as a method of increasing affordability.

Non-governmental constraints include the supply and cost of vacant land. The City has undertaken an inventory of vacant property suitable for housing development. This inventory indicates the need for lot consolidation and other entitlements to create a sufficient supply of

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land for the needs of the City. The City's General Plan allows for these entitlements to be granted for the development of affordable housing, it also allows for multi-family affordable housing to be constructed in certain commercial zones.

Regional Housing Needs Allocation

In 2008, the City received its 2006-2013 regional housing needs allocation from the local Council of Governments. The allocation indicated the continued need for a supply of affordable housing and targets these needs by income group. In summary, the allocation calls for 35 percent of new housing production to be affordable to low- and moderate-income households; 20 percent very low-income, 15 percent low-income, and 19 percent moderate-income households. This reflects continued balanced production need.

Public Housing and Residential Initiatives

The City does not own any public housing. The 2006-2011 Consolidated Plan does not include plans to construct or operate public housing. The City does have several public housing developments within its boundaries. These are owned and operated by the Sacramento Housing and Redevelopment Agency (SHRA). The City works with SHRA to ensure the continued quality of public housing in the City.

Lead-Based Paint

The City works with a certified lead-based paint inspector to identify lead-based paint hazards when necessary. This inspector is qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. These services were available in the City's Emergency Repair Loan Program in 2007-08.

Compliance and Monitoring

City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City held a group training session at the beginning of the year to go over subrecipient agreement policies, data collection, and financial management. Staff provided technical assistance to subrecipients throughout the year.

Quarterly, staff examined the progress the subrecipient was making toward performance targets. Subrecipients must report their service population with each billing. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

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The City has placed a strong emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress.

Anti-Poverty Strategy

During the program year, the City provided housing services that preserved housing affordability for very low- and low-income households. The City's emergency housing repair program provided grants to low-income households for necessary improvements to their homes. This allowed the household to maintain housing affordability while having a safe and decent living environment. The City also provides code enforcement services to ensure that lower-income households have a habitable place to live.

The City's Senior Nutrition Services programs ensure that the City's elderly receive adequate nutrition at a nominal cost. This preserves the limited income that many elderly have.

The City provides housing counseling to homeless and at-risk households to reduce the incidence of homelessness and encourage self-sufficiency. The housing counseling providers keep a detailed database of housing resources that are available to homeless and near-homeless residents.

LEVERAGING RESOURCES

With respect to public services funded with CDBG funds, the City requires all subrecipients to identify other resources they will utilize during the program year to operate and implement CDBG-supported activities. It is the City's intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds. To best leverage the City's available resources, the City will continue to layer private and non-federal resources with federal resources.

CITIZEN COMMENTS

The City provided public notice of the public review period and planned submission of this CAPER. The draft document was made available on the City website, and at City Hall, the Rancho Cordova Neighborhood Library, and the Rancho Cordova Neighborhood Center.

Public notice included the address of City Hall, staff contact names, mailing addresses, phone numbers, and the website to view the Plans, information on where to direct comments and questions.

If any comments are received, the City endeavors to respond to all questions or comments within 10 business days.

SELF-EVALUATION

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What is the status of grant programs?

2007-08 was the Rancho Cordova's second year as a CDBG entitlement jurisdiction. The City worked with seven service providers to provide nutrition services to seniors, supportive services to youth, counseling services to the homeless, and an emergency repair program to low-income homeowners. The City also provided code enforcement services in the target areas.

Are grant disbursements timely?

HUD requires that at a point approximately three-quarters of the way through the fiscal year, grantees have available in their line of credit no more than 1.5 times that year's entitlement grant. The City of Rancho Cordova is compliant with this regulation. Staff has implemented a system to schedule on-going draw downs at least once each quarter.

Are major goals on target?

Overall, the City is progressing toward its goals of fostering the development and preservation of affordable housing and providing supportive services to the elderly, youth, and those with special needs, as well as providing homeowners with access to home repair programs. Other goals in the five-year Consolidated Plan that will need continued effort include major housing rehabilitation programs and programs target at neighborhood revitalization and public facilities improvement.

Are any activities or types of activities falling behind schedule?

The General Narrative, beginning on page 2, provides a description of each activity planned in 2007-08 and its actual accomplishments during the year.

Funding for a few projects, including clearance, park improvements, and the Cordova Villa School went unexpended. These programs were not completed during the 2007-08 year for various reasons, including unanticipated project setup delays. Funds for these programs have been carried into 2008-09, when it is anticipated that they will be spent.

Are the activities and strategies making an impact on identified needs?

The housing and community development activities that are funded through the grant are making a positive impact in the community and specifically on the needs identified in the Consolidated Plan and Action Plan. The funded activities and strategies are vital to the City's health and well-being in many ways. The City's considerable efforts to foster affordable housing allow more residents each year to have access to attractive, safe, and affordable housing, community service, and public facilities. The funded public service activities provide many vulnerable citizens, such as seniors, youth and victims of domestic violence, with essential and life-enhancing services. Each funded activity in this program year is directly related to one

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of the goals in the Consolidated Plan and helps to further achievement of the City's community development objectives and goals.

What barriers may have a negative impact on fulfilling the strategies and the overall vision?

A barrier that the City has faced is working with the non-profit organizations to improve their capacities so that they can provide services that are in line with the Consolidated Plan. In future funding rounds, the goal of the City is for the CDBG program to attract more qualified applicants offering a variety of services and improvements needed in the community.

Based on findings, what adjustments or improvements to strategies and activities might meet the City's needs more effectively?

The City will need to continue its efforts to work closely with community and neighborhood groups to ensure that their valuable input is obtained as plans and activities are being developed, so that services are relevant and maximize leveraging opportunities. The City will also improve its information dissemination processes so that general public and many nonprofit organizations are notified through multiple mediums about the various CDBG programs. In future rounds the City will be using CDBG for public facility improvements that will enhance the living environment in the target-area neighborhoods.

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TABLE 3
CDBG EXPENDITURES FOR 2007-08 BY ACTIVITY AND GRANT YEAR

Grant Year	Activity Description	2007-08 Beg. Allocation	2007-08 Reallocations	2007-08 Total Available	2007-08 Expenditures	YE Remaining	YE Unliq. Obligations	Net YE Remaining
2007-08	Emergency Repair	\$100,000.00	-	\$100,000.00	\$80,000	\$20,000	-	\$20,000
2007-08	Rental Housing Inspection	\$80,502	-	\$80,502	\$80,502	\$0	-	\$0
2007-08	Code Enforcement	\$86,000	-	\$86,000	\$86,000	\$0	-	\$0
2007-08	Park Improvements	\$179,555	(\$130,000)	\$49,555	\$49,555	\$0	-	\$0
2007-08	Cordova Villa School	\$0	\$130,000	\$130,000	\$0	-	-	\$130,000
2007-08	Strong Neighborhoods Initiative Incentive	\$166,684	-	\$166,684	\$0	\$166,684	-	\$166,684
2007-08	Roots and Horizons	\$24,877	-	\$24,877	\$24,877	\$0	-	\$0
2007-08	Meals on Wheels	\$34,990	\$10,000	\$44,990	\$44,990	\$0	-	\$0
2007-08	Respite CLUB	\$8,760	-	\$8,760	\$6,570	\$2,190	-	\$2,190
2007-08	Sacramento Self-Help Housing	\$6,932	-	\$6,932	\$6,932	\$0	-	\$0
2007-08	WEAVER, Inc.	\$16,875	-	\$16,875	\$16,875	\$0	-	\$0
2007-08	Homeworkership Counseling	\$3,000	-	\$3,000	\$0	\$3,000	-	\$3,000
2007-08	General Administration	\$140,581	(\$20,000)	\$120,581	\$120,581	\$0	-	\$0
2007-08	Human Rights Fair Housing	\$10,000	\$10,000	\$20,000	-	-	-	-

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2006-07	Clearance	\$35,300.00	-	\$35,300.00	-	\$35,300.00
Total		\$894,056	\$0	\$894,056	\$516,882	\$227,174

MEMORANDUM



DATE: September 15, 2008
TO: Honorable Mayor and Council Members
FROM: Diane Snyder, CDBG & Housing Analyst
SUBJECT: MULTI-UNIT HOUSING NON-SMOKING RESOLUTION

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 111-2008 encouraging landlords and property managers of multi-unit housing to designate at least 50 percent of existing rental units as non-smoking.

RESULT OF RECOMMENDED ACTION

The resolution will encourage owners and managers of multi-family rental units to designate units as non-smoking. Landlords and managers who elect to designate at least 50 percent of their existing rental units as non-smoking will receive recognition by the Sacramento County Tobacco Control Coalition.

BACKGROUND

The City of Rancho Cordova has received a request from the Sacramento County Tobacco Control Coalition for a City Council Resolution to encourage landlords and property managers of multi-unit housing to designate at least 50 percent of existing rental units as non-smoking units.

According to the U.S. Environmental Protection Agency (EPA), environmental tobacco smoke is a major source of indoor air contaminants. While improved ventilation of indoor spaces may decrease the odor of environmental tobacco smoke (ETS), health risks cannot be eliminated by generally accepted ventilation methods. The EPA has classified ETS as a known carcinogen and estimates that it is responsible for approximately 3,000 lung cancer deaths per year among non-smokers in the United States. Children's lungs are even more susceptible to harmful effects from ETS. Exposure to ETS doubles the incidence of pneumonia, bronchitis, and bronchiolitis in children up to three years of age.

According to the American Lung Association of California, renters throughout California want no smoking sections in their apartment complexes. Nearly 90 percent of tenants believe that exposure to secondhand smoke is harmful.

Smoking and secondhand smoke has long been recognized as dangerous to one's health. Smoking is prohibited in the workplace, restaurants, government buildings and private businesses, including large sections of hotels.

The California Tax Credit Allocation Committee (CTCAC), a division of the State Treasurer's Office, has recognized the importance of a smoke-free environment for residents of affordable housing. To encourage the designation of smoke-free buildings, CTCAC will award points in their competitive scoring process to affordable housing developers who are willing to designate buildings as smoke-free.

A survey conducted by the California Department of Public Health indicates that 84 percent of Sacramento County adults do not allow smoking in their homes. While residents of single-family properties are able to protect themselves from second-hand smoke by disallowing smoking in their homes, the residents of multi-family units do not have this option unless smoking is prohibited in their entire building.

The Sacramento County Tobacco Control Coalition is requesting that the City of Rancho Cordova join the City and County of Sacramento and many other local jurisdictions in formally recognizing secondhand smoke as a threat to the health of its citizens by passing a resolution which would encourage, not require, the designation of smoke-free units in multi-family housing. Participation by landlords would be voluntary. Apartment communities would be recognized by the Sacramento County Tobacco Control Coalition for their participation.

ATTACHMENT

Resolution No. 111-2008

CITY OF RANCHO CORDOVA

RESOLUTION NO. 111-2008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ENCOURAGING LANDLORDS AND PROPERTY MANAGERS OF MULTI-UNIT HOUSING
TO DESIGNATE AT LEAST 50% OF EXISTING RENTAL UNITS AS NON-SMOKING**

WHEREAS, the City of Rancho Cordova is committed to providing its residents with safe and healthy housing choices; and

WHEREAS, studies have shown that tobacco use and exposure to secondhand smoke causes death and disease; and

WHEREAS, the U.S. Environmental Protection Agency released a report citing statistical evidence that environmental tobacco smoke (ETS) is a major source of indoor air contaminants, which cannot be eliminated by generally acceptable ventilation methods, and has classified ETS as a known carcinogen and estimates that it is responsible for approximately 3,000 lung cancer deaths among non-smokers; and

WHEREAS, a 2004 statewide survey by the American Lung Association indicates that renters throughout California want no smoking sections in their apartment complexes and that nearly 90 percent of tenants believe that exposure to secondhand smoke is harmful; and

WHEREAS, a survey conducted by the California Department of Public Health indicates that 84 percent of Sacramento County adults do not allow smoking in their homes; and

WHEREAS, the City of Rancho Cordova recognizes secondhand smoke as a threat to the health of its citizens;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council does hereby encourage landlords and property managers of multi-unit rental housing to protect the health of residents by designating at least 50% of existing units as non-smoking including private patios and balconies; and

BE IT FURTHER RESOLVED that landlords and property managers may create whole buildings within a multi-unit housing complex as entirely smoke-free; and

BE IT FURTHER RESOLVED that the City Council of Rancho Cordova publicly recognizes those landlords and property managers who choose to implement this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, City Clerk