



CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
January 20, 2004
6:30 P.M.

Call To Order

Special Ceremonies

1. Swearing-in of Mayor Linda Budge
2. Recognition of out-going Mayor Dave Roberts

Roll Call:

3. **Council Members: McGarvey, Roberts, Sander, Cooley, Budge**

Pledge of Allegiance

4. Invocation to be presented by Ananta McSweeney, Director of the Ananda Center
5. Metro Cable TV telecast announcement

Consent Calendar

6. **Subject:** Treasurer's Report

Recommendation:

Receive and file the report.

7. **Subject:** Second Reading and adoption of Ordinance No. 1-2004 – An ordinance amending the Sunridge Specific Plan from AG-20 Agricultural to RD-4, RD-5, LC and Open Space on Assessor Parcel Number 069-004-014 and 015 for Sunridge Park, Project No. RC-03-001; and adoption of Resolution No. 1-2004 approving the Large and Small Lot Tentative Map for the project (Adoption of the resolution continued from 1/5/04.)

Recommendation:

1. Move second reading and adoption of Ordinance 1-2004 and waive reading of the body of the ordinance.
2. Move to adopt Resolution No. 1-2004.

8. **Subject:** Second Reading and adoption of Ordinance No.2-2004 – An ordinance establishing A Special Tax for Police Protection Services for Mather East Development
Recommendation:
Move second reading and adoption of Ordinance 2-2004 and waive reading of the body of the ordinance.
9. **Subject:** Ordinance 3-2004, an Ordinance Establishing reduced Speed Limits on Peter A. McCuen Boulevard, Bullard Street, Femoyer Street, Bleckley Street, and Schirra Avenue
Recommendation:
Move introduction and first reading of Ordinance 3-2004 and waive the reading of the body of the ordinance.
10. **Subject:** Planning Commission Rules of Conduct
Recommendation:
 1. Move to approve that the Planning Commission Rules for Conduct are exempt from review under California Environmental Quality Act (CEQA).
 2. Move to approve the Planning Commission's Rules for Conduct as established in Resolution PC 1-2004.
11. **Subject:** Office of Traffic Safety Grant Application
Recommendation:
Move to adopt Resolution No. 7 -2004 approving the grant application.
12. **Subject:** Anatolia I Village 1 (111 Lots)
Recommendation:
Move to adopt Resolution No. 8-2004 approving the final map and subdivision agreement.
13. **Subject:** Anatolia I Village 3 (149 Lots)
Recommendation:
Move to adopt Resolution No. 9-2004 approving the final map and subdivision agreement.
14. **Subject:** Anatolia I Village 4 (117 Lots)
Recommendation:
Move to adopt Resolution No. 10-2004 approving the final map and subdivision agreement.
15. **Subject:** Anatolia I Village 7 (132 Lots)
Recommendation:
Move to adopt Resolution No. 11-2004 approving the final map and subdivision agreement.
16. **Subject:** Anatolia I Village 8 (108 Lots)
Recommendation:
Move to adopt Resolution No. 12-2004 approving the final map and subdivision agreement.
17. **Subject:** Anatolia II Village 9A (101 Lots)
Recommendation:
Move to adopt Resolution No. 13-2004 approving the final map and subdivision agreement.

18. **Subject:** Anatolia II Village 9B (51 Lots)

Recommendation:

Move to adopt Resolution No. 14-2004 approving the final map and subdivision agreement.

19. **Subject:** Anatolia II Village 12A (60 Lots)

Recommendation:

Move to adopt Resolution No. 15-2004 approving the final map and subdivision agreement.

20. **Subject:** Anatolia II Village 12B (64 Lots)

Recommendation:

Move to adopt Resolution No. 16-2004 approving the final map and subdivision agreement.

21. **Subject:** Anatolia II Village 15 (114 Lots)

Recommendation:

Move to adopt Resolution No. 17-2004 approving the final map and subdivision agreement.

Oral Communications

22. Public Comment

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item other than a Consent Calendar item, please wait until the point on the agenda when the item is heard. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less** and state your name and community of residence.

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

Presentations

23. Mid-year Budget Presentation and Approval

Recommendation:

Move to adopt Resolution No. 19-2004 amending the Operating and Capital Improvement Budget for FY 2003/2004

24. Regional Transit Presentation

- A. Signal Boxes on Folsom Boulevard
- B. Proposed Bus Route Changes

Public Hearings

25. **Subject:** Villages 8, Anatolia I Subdivision Special Development Permit
(Project RC-03-032)

Recommendation:

Move to continue this item to February 2, 2004 as the applicant and staff require additional time to settle issues raised by the applicant's request.

26. **Subject:** Letter of Public Convenience and Necessity - Mather Convenience Store, 3581-B Mather Field Road for a Type 21 Off-sale Alcohol License (Project RC-03-038)

Recommendation:

Move to deny the request for a "Letter of Public Convenience and Necessity" and direct staff to forward the City Council's determination to the Office of Alcohol Beverage Control.

27. **Subject:** Anatolia Village 7 - Special Development Permit and Development Plan Review for Model Homes in Anatolia Village 7, Anatolia I Subdivision within the SunRidge Specific Plan (APN 067-0041-021; Project RC-03-031)

Recommendation:

1. Move to find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addressed the environmental impacts for the project.
2. Move to adopt Resolution No. 6-2004 approving the Special Development Permit and Development Plan Review, subject to the findings, elevations, house plans, conditions of approval and special development permit.

28. **Subject:** Urgency Ordinance Extending a Moratorium on the Establishment of New Sexually Oriented Businesses and the Expansion of Existing Sexually Oriented Businesses Pending the Review and Amendment of Zoning Regulations Applicable to Sexually Oriented Businesses

Recommendation:

Move to adopt Urgency Ordinance No.4-2004.

Action Items

29. **Subject:** CorPAC Review Procedure

Recommendation:

Provide direction to staff on the City's on-going role within CorPAC.

30. **Subject:** Rio Del Oro (Project RC-03-040 – Northeast corner of Sunrise Boulevard and Douglas Road) – Approval of a Consultant Services Agreement between the City and EDAW, Inc. to prepare an Environmental Impact Report for the Project

Recommendation:

Move to Adopt Resolution No. 18- 2004 approving the consultant services agreement with EDAW.

31. **Subject:** City Council Discussion of Calendar for 2004

Recommendation:

Move to approve the City Council Calendar for 2004.

32. **Subject:** A Resolution Establishing a Human Resources and Organizational Development System

Recommendation:

Adopt Resolution No. 20-2004 establishing a Human Resources and Organization Development System

Council Reports

Written Correspondence

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

February 2 - Regular Council Meeting

February 9 - Special Meeting - Urban Design

February 17 - Regular Council Meeting

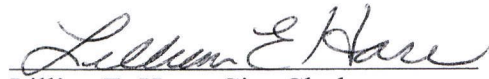
Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. The city does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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

City Clerk's Certificate of Posting of Agenda

I, Lillian Hare, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the January 20, 2004 regular meeting of the Rancho Cordova City Council was posted on January 16, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this January 16, 2004 at Rancho Cordova, California.


Lillian E. Hare, City Clerk

Memorandum



Date: January 20, 2004

To: Honorable City Council

From: Paul Junker, Planning Director

Subject: Resolution Approving the Sunridge Park Tentative Subdivision Map

Background

On January 5, 2004, the City Council heard the request for a Rezone and subdivision for the Sunridge Park project within the SunRidge Specific Plan area. The City Council introduced the Rezone Ordinance for first reading and directed staff to prepare a Resolution to approve the Tentative Subdivision Map, with the modified Conditions of Approval, subject to the applicant receiving approval of the West Vineyard Well Field Insurance Program Agreement from the County. The applicant has received approval from Water Resources, regarding the Well Field Insurance agreement.

Recommendation

Based on the agreement between the applicant and Water Resources, the project can be approved and staff recommends the following motion:

"I move the City Council approve the Large and Small Lot Tentative Map, as submitted in Exhibit A, along with the Conditions of Approval/MMRP Exhibit B, and subject to the findings contained in Resolution 1-2004".

RESOLUTION No. 1-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A LARGE LOT TENTATIVE SUBDIVISION MAP AND A SMALL LOT
TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-014 AND
015, FOR THE SUNRIDGE PARK PROJECT NO. RC-03-001,
SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP**

WHEREAS, the Sunridge Park project, represented by River-West Investments (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map for 14 large village lots and 801 single family lots (Exhibit A); and

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

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

WHEREAS, the City Council considered the Applicant's request at a duly published public hearing on January 5, 2004 and received a staff report and public testimony at the public hearing.

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

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

A. California Environmental Quality Act

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

Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the

basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. Subdivision Map Act

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

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

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

- a. The proposed map is consistent with the density limits as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 244.6 acre site is designated Low Density Residential consisting of RD-4, RD-5 and RD-7 Zoning and the project would provide the estimated number of units allowed in this area of the Specific Plan, according to the Allocation Table Figure 3-6.
- b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes.
- c. The site is physically suitable for the development. The applicant is proposing 801 single-family lots on a total of 244.6 acres, which conforms to the designated residential use of the Specific Plan and

the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

- d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.
- e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.
- f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.
- g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

C. Development Plan Review

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

- a) A balanced mix of land uses, including housing, schooling, and parks/open space, to meet the needs of residents as appropriate based on project scale. Large scale development proposals should also provide for employment, commercial/retail, recreational and entertainment needs of community residents.
- b) Pedestrian friendly neighborhoods, which are walkable in size with an obvious center. The neighborhood center should be a place of social interaction with a combination of commercial, civic, cultural and recreational uses.
- c) Organization of new housing into identifiable neighborhoods.
- d) Housing diversity with a variety of housing types, sizes, and densities.
- e) Vehicle, bicycle, and pedestrian, and transit connectivity throughout the neighborhood and with surrounding neighborhoods and uses. More specifically, neighborhoods should be designed with an interconnected street system that will blend well into the existing street system, diffuse traffic within the neighborhood, and minimize barriers within and between neighborhoods.

- f) Where feasible, joint-use of open space facilities such as drainage facilities, detention basins, utility corridors etc. for trails, bikeways and parks.
- g) Maintenance of significant natural features (e.g., terrain, drainage, vegetation).
- h) Conservation of resources and minimization of urban runoff.
- i) Coordination of the provision of schools, libraries, parks, and public safety facilities, including the shared use of facilities.
- j) Pedestrian friendly streetscapes that may include orientation of homes to common areas, parks, or other open space areas.
- k) Where feasible, design streets with separated sidewalks that incorporate a planter strip between the back of curb and sidewalk.

Evidence:

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 20th day of January, 2004 .

AYES:

NOES:

ABSENT:

ABSTAIN:

DAVE ROBERTS, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

CITY CLERK

ORDINANCE 1-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE SUNRIDGE SPECIFIC PLAN (TITLE VI, CHAPTER 7, ARTICLE 1, SECTION 607- 17.2) FROM AG-20 AGRICULTURAL TO RD-4, RD-5, RD-7, LC AND OPEN SPACE ON ASSESSOR PARCEL NUMBER 069-0040-014 AND 015 FOR A PROJECT KNOWN AS SUNRIDGE PARK, PROJECT NO. RC-03-001

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-17.2 to assign a change the zoning of the parcel specified within the attached exhibit.

Section 2: Findings

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

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

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

Evidence: The Rezone of AG-20 Agriculture to RD-4, RD-5, RD-7, LC and Open Space is consistent with the allowed zoning prescribed in the General Plan of the City of Rancho Cordova and the Land Use Plan of the SunRidge Specific Plan.

Section 3: Action

The City Council hereby amends the Zoning Code of the City of Rancho Cordova for Assessor's Parcel Number 067-0040-014 and 015, as shown on the attached exhibit.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City,

so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability.

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

Section 6: Effective Date and Publication

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

DAVE ROBERTS, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

APPROVED AS TO FORM:

LILLIAN HARE
CITY CLERK

STEVE MYERS
CITY ATTORNEY

Exhibit B: Conditions of Approval / Mitigation Monitoring Reporting Program

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
1.	The development approved by this action is for 801 single-family lots, 14 residential large lots (villages), 15 landscape corridor lots and one remainder lot, which is composed of the delineated wetlands within the project area. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e)	Three years, commencing with the date of Planning Commission approval.	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated November 12, 2003, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$10,000. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional	On-Going	Planning	

Exhibit R: Conditions of Approval and MMRP

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

Exhibit B: Conditions of Approval and MMRP

	finds and recommend appropriate mitigation measures. Mitigation Measure	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and signature)
8.	The improvement plans for the Sunridge Park will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by the Board of Directors; b) Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and c) Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a Notice to Proceed has been issued. Mitigation Measure	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
9.	Prior to any earth-moving activities on the Sunridge Park site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. Mitigation Measure	Prior to Improvement Plans	Planning	
10.	All development that includes work within the remainder parcel of the Sunridge Park project, regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all	Prior to Issuance of Improvement Plans or Final Map, whichever	Planning	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
	necessary Endangered Species Act permits. Deductions of Irrevocable Offers of Dedication are exempt from this requirement. Mitigation Measure	comes first.		
11.	Prior to the approval of any grading permits or improvement plans for offsite improvements to Douglas Road, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. Mitigation Measure	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
12.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. Mitigation Measure	Prior to Improvement Plans	Water Resources	
13.	Prior to any in-channel work on Laguna Creek or its tributaries, within the Sunridge Park site, the applicant shall obtain a Streambed Alteration Agreement from the CDFG. Mitigation Measure	Prior to Improvement Plans	Planning	

Exhibit B: Conditions of Approval and MMRP

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
14.	CSD-1 shall require an approved sewer study. The study shall demonstrate how the interim service will be provided to the project prior to and after completion of the Laguna Creek Interceptor. The study shall demonstrate service to any offsite, upstream areas that need to flow through the project area. Extension of the Aerojet Interceptor from Anatolia to Jaeger Road is expected to be a requirement of this project.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
15.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
16.	Complete and implement a master drainage study for Sunridge Park with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
17.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. Mitigation Measure	Prior to Improvement Plans	Water Resources	
18.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	

Exhibit B: Conditions of Approval and MMRP

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

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
22.	Dedicate a standard 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways.	Prior to Recordation of the Subdivision Map	SMUD	
23.	Designate a parcel of land for an electrical substation to be acquired by the Sacramento Municipal Utility district having an approximate size of 150x 150 feet of net usable area. Exact size and location of the substation site shall be by mutual agreement of SMUD and the property owner.	Prior to Recordation of the Subdivision Map	SMUD	
24.	Dedicate the 25-foot wide Landscape Corridor Lots A, H and I, adjacent to Douglas Road as public utility easements for overhead and underground facilities and appurtenances. Annexation to Lighting and Landscape District or a Mello-Roos Community Finance District for on going maintenance of the landscape lots is required.	Prior to Recordation of the Subdivision Map	Parks and SMUD	
25.	Developer/applicant shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
26.	Grant the City right-of-way on Douglas Road based on a modified 96-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer. The half street section is described as follows: 7 feet of center median, 34 feet of travel lane, 4 feet stripped bike lane, 3 feet curb and gutter. Bike lane configuration may be amended at the discretion of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	

Exhibit B: Conditions of Approval and MMRP

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
27.	Grant the City right-of-way on Streets 3 (western boundary to the SMUD Power Easment) and Street 4 (western boundary to the intersection of Douglas Road) shown on the map, pursuant to with the cross sections (D1 and D2), for the modified Primary Residential Street to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
28.	Dedicate all internal streets shown on the map, as depicted on the map, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
29.	The proposed public street entrances from Douglas Road shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Public Works	
30.	(Large Lot Map) Grant the City right-of-way for Streets 1, 2, 3, 4, 5 and 8 as shown on the combined Large and Small lot Tentative Map, Exhibit A.	Prior to Recordation of the Large Lot Subdivision Map	Public Works	
31.	Provide a traffic study to show adequacy of street pattern and width due to wetland remainder lot and internally generated traffic volumes.	Prior to Recordation of the Large Lot Subdivision Map	Public Works	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
32.	Remainder Wetland Lot shall have a maintenance entity established and plan approved by the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
33.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
34.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
35.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
36.	The Water Agency will compensate developers for the appraised value of land for permanent and regionally beneficial off-line peak flow and storm water quality detention basins that are: Part of an approved drainage master plan; deemed by the Director to be hydraulically efficient (if inefficient, the credit will be adjusted per the Water Agency Code); Reserved by the Agency pursuant to the Map Act, appraised at the date of the filing of the tentative parcel or subdivision map or use permit plus associated carrying costs; with compensation accepted in the form of a fee credit agreement with reimbursements made according to Section 2.60	Prior to Recordation of the Subdivision Map	Water Resources	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
	of the Water Agency Code. The Agency has the right to terminate the reservation agreement for any cause.			
37.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	
38.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Subdivision Map	Parks District	
Prior to the Issuance of Building Permits				
44.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Fire Department	
45.	Final development plans for single family homes shall be reviewed by the Planning Department to assure compliance with all ordinance requirements and the adopted design review ordinance of the City.	Prior to the Issuance of Building Permits	Planning	
46.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
47.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to the Issuance of Building Permits	Public Works	
48.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping to the Landscape Design and Tree Section of the Department of Transportation of the Public Works Agency for review.	Prior to the Issuance of Building Permits	Public Works	
49.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	
50.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
51.	The developer/applicant shall acquire property and construct groundwater extraction, treatment, pumping and water storage facilities for the SCWA and shall transfer any and all rights thereto to the SCWA. Credits and/or reimbursements due developer/applicant as a result of the construction of such facilities shall be granted pursuant to the terms of the adopted Finance Plan.	Prior to the Issuance of Building Permits	Water Supply	
52.	The initial phase water supply facilities have been constructed with sufficient capacity to deliver up to approximately 2,265 AFA to the SunRidge Specific Plan area to the satisfaction of SCWA.	Prior to the Issuance of Building Permits	Water Supply	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
53.	Prior to operation of any NVWF facilities, developer/applicant shall construct groundwater monitoring wells to monitor the impacts of the NVWF operation on local groundwater elevations and groundwater contaminant movement. The number, location and design of said monitoring wells shall be subject to the approval of the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to the Issuance of Building Permits	Water Supply	
54.	The owner/developer shall pay the Sacramento County Water Agency up to \$1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Prior to the Issuance of Building Permits	Water Supply	
55.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Certificate of Occupancy			
56.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Installation Prior to 1 st Occupancy	CSD-1	
57.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Prior to Final Inspection or Certificate of Occupancy of the first unit	Public Works	

Exhibit B: Conditions of Approval and MMRP

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and signature)
58.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection or Certificate of Occupancy	SMUD	
59.	Improve the landscaped lots (A-O) according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by the Parks District prior to assuming maintenance responsibility.	Prior to Final Inspection or Certificate of Occupancy of the first unit	Parks	
60.	Construct a minimum 10.5-foot high sound barrier (a combination of a maximum 6 foot masonry wall and earthen berm is acceptable) along the northern property line of all lots bordering Douglas Road (Village 1A, 2A 3 4A and 4B. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. Wrapping walls shall gradually taper to 6 feet in height. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection. Where the noise barrier approaches the remainder lot along Douglas Road, the barrier shall be wrapped around the corner lots. The wrapping wall shall gradually taper to 6 feet in height over the wrapping distance.	Prior to Final Inspection or Certificate of Occupancy	Planning	

General Information and Compliance Items:

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

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

Conditions of Approval

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. 3-2004

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION
SUBJECT TO VOTER CONFIRMATION
FOR THE MATHER EAST SUBDIVISION**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 2 of the Rancho Cordova Special Police Tax Area.

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

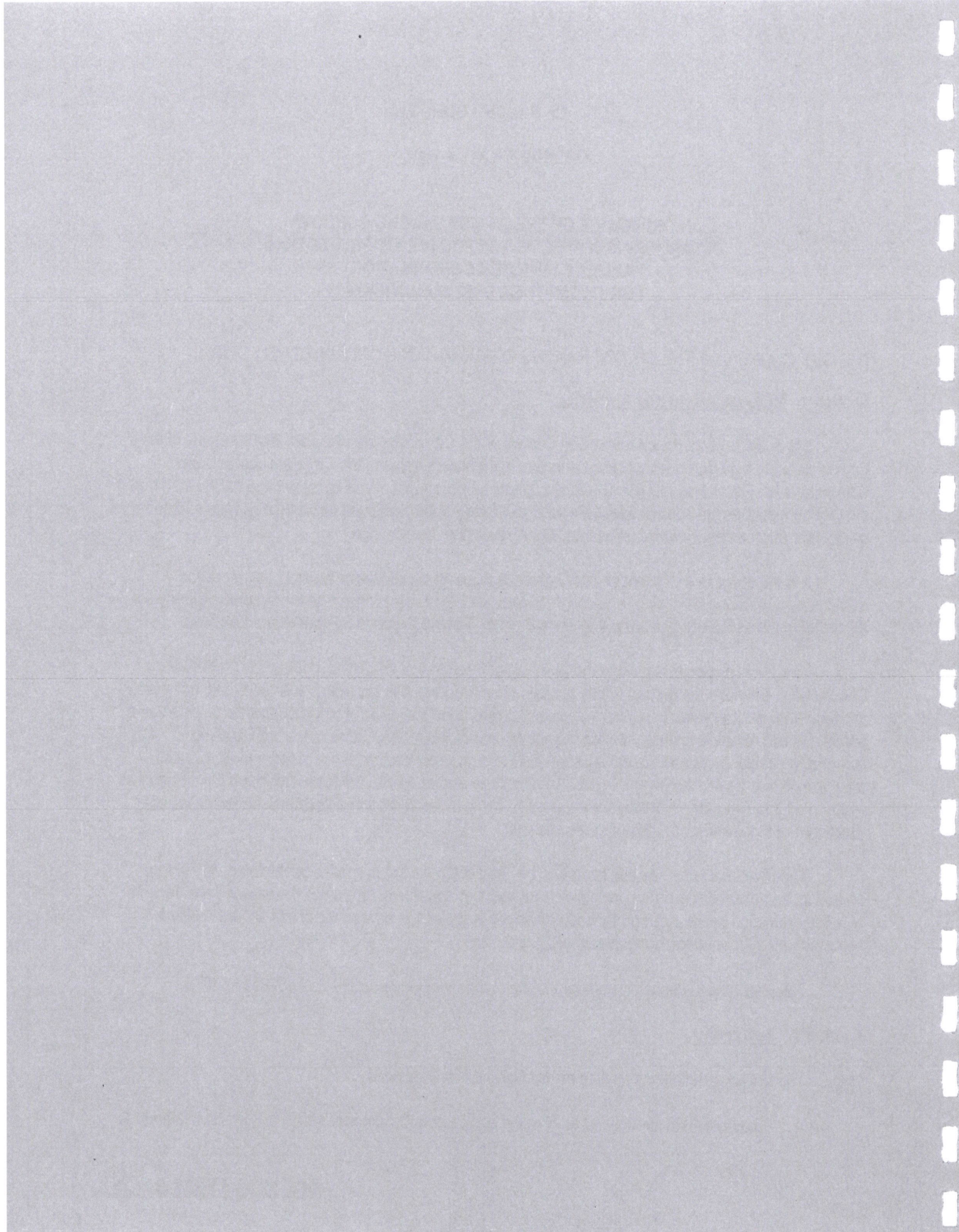
The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 2.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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



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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 2" ("Zone 2") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside and boundaries of Zone 2 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 2 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 2 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on residential and non-residential parcels (excluding recreational and agricultural lands) within Zone 2 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year

subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 2 for the then current fiscal year as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	Tax Per Parcel = For First Fiscal Year	(Consumer Price Index X for April of immediately <u>Preceding Fiscal Year</u> (Consumer Price Index for First Fiscal Year of Levy)
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

- i) The secured roll tax bills shall be the only notices required for this tax, and
- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 1 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 2 in an election to be held on February 23, 2004, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2004.

ADOPTED, THIS 20th day of January, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

Legal Description of Mather East



Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be \$250 for each residential dwelling unit.

B. Non-Residential

The amount of Tax Per Parcel for all non-residential Land Use Per Categories (except Recreational and Agricultural) shall be \$0.15 for each square foot of gross parcel area.

Staff Report



Date: January 20, 2003

To: Honorable City Council

From: Cyrus Abhar, City Engineer

SUBJECT: Ordinance Establishing Reduced Speed Limits on Peter A. McCuen Boulevard, Bullard Street, Femoyer Street, Bleckley Street, and Schirra Avenue

Recommendations:

The City Council is asked to consider and approve an ordinance revising the speed limits for several streets on Mather community campus. The proposed speed limits are consistent with the prevailing speed of traffic and radar enforcement requirements.

Background:

The California Vehicle Code requires that speed limits be established based on prevailing speeds and according to traffic and engineering studies. Prevailing speed is defined as the average speed of 85% of vehicles traveling on a particular section of the roadway. The Vehicle Code also requires that new speed limits be established by ordinance by the local agency. The Sacramento County Board of Supervisors established a speed limit of 35 miles per hour (mph) for Mather Road, MacReady, Von Karman, and Whitehead in 1997. All other streets on Mather Campus have the unposted speed limits of 55 mph maximum.

Staff has conducted engineering and traffic surveys on the streets in the Mather Community Campus as requested by Mather Community Advisory Committee.

Our radar survey indicates the following prevailing traffic speeds for these streets within the Mather Campus.

Peter A. McCuen Boulevard from Mather Field Road to Femoyer Street = 34 mph
Bullard Street from Mather Blvd to Schirra Avenue = 31 mph
Femoyer Street from Mather Blvd to Peter A. McCuen Boulevard = 46 mph
Bleckley Street from Peter A. McCuen to Mather Boulevard = 36 mph
Schirra Avenue from Femoyer Street to Bullard Street = 31 mph

The Mather Community campus has undergone extensive development in the past few years. The current unposted maximum speed limits of 55 mph are no longer appropriate for the streets within the Mather Campus. Staff recommends the following speed limits to better reflect the prevailing traffic speeds and roadway conditions. The attached Ordinance will amend the City's Traffic Ordinance, establishing the proposed speed zones:

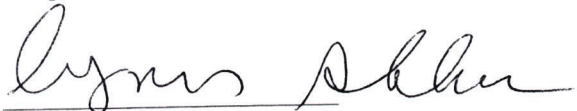
Peter A. McCuen Boulevard from Mather Field Road to Femoyer Street = 35 mph
Bullard Street from Mather Blvd to Schirra Avenue = 30 mph
Femoyer Street from Mather Blvd to Peter A. McCuen Boulevard = 45 mph
Bleckley Street from Peter A. McCuen to Mather Boulevard = 35 mph
Schirra Avenue from Femoyer Street to Bullard Street = 30 mph

The Mather Advisory Council has requested posting of all 25 mph speed limit signs throughout the Mather Campus. The California Vehicle Code requires that speed limits be established based on prevailing speeds and prohibits the use or creation of "speed traps" on roadways. Posting speed limits lower than the prevailing speed could potentially create a "speed trap" and would not be enforceable. The Vehicle Code allows posting of 25 MPH speed limit signs near school sites "when children are present". Staff will coordinate with the School District to identify and verify locations within the campus that qualify for school zone and signs will be installed as appropriate.

Requested Motion:

"I move that the City Council waive the first reading and introduce the ordinance establishing reduced speed limits on Peter A. McCuen Boulevard, Bullard Street, Femoyer Street, Bleckley Street, and Schirra Avenue."

Respectfully submitted,


Cyrus E. Abhar, City Engineer

Attachments:

1. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 3 -2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA ESTABLISHING REDUCED SPEED
LIMITS ON PETER A. MCCUEN BOULEVARD, BULLARD STREET,
FEMOYER STREET, BLECKLEY STREET AND SCHIRRA AVENUE**

RECITALS

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, the City has conducted engineering and traffic surveys with respect to Peter A. McCuen Boulevard, Bullard Street, Femoyer Street, Bleckley Street, and Schirra Avenue located within the limits of the City (the "Streets"); and

WHEREAS, the City Council finds that the speed limit of 55 miles per hour, which is currently applicable to those Streets is more than is reasonable or safe; and

WHEREAS, on the basis of the of the engineering and traffic surveys conducted by the City, the City has identified lesser speeds that are more appropriate to facilitate the orderly movement of traffic on those Streets, and which are reasonable and safe.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

SECTION 1: Determination and Declaration of Prima Facie Speed Limits.

The City Council approves and adopts the engineering and traffic surveys dated November 24, 2003, prepared by the City, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The City Council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the

streets and portions of streets therein described. The City Council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

SECTION 2: Prima Facie Speed Limits Declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies.

A. A prima facie speed limit of thirty (30) miles per hour shall apply to the following streets:

1. **Bullard Street** – from Mather Boulevard to Schirra Avenue
2. **Schirra Avenue** – from Femoyer Street to Bullard Street

B. A prima facie speed limit of thirty-five (35) miles per hour shall apply to the following streets:

1. **Peter A. McCuen Boulevard** – from Mather Field Road to Femoyer Street
2. **Bleckley Street** – from Peter A. McCuen to Mather Boulevard

C. A prima facie speed limit of forty-five (45) miles per hour shall apply to the following streets:

1. **Femoyer Street** – from Mather Boulevard to Peter A. McCuen Boulevard.

SECTION 3: All previously enacted and existing sections of Sacramento County Ordinance No. 703, as previously adopted by reference by the City of Rancho Cordova, and any amendments thereto, concerning speed limits on the sections of road concerned herein are repealed and superseded by this Ordinance.

SECTION 4: Severability

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

SECTION 5: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Staff Report



Date: January 20, 2004

To: Honorable City Council

From: Paul Junker, Planning Director

Subject: Planning Commission Rules for Conduct

Recommendation

Resolution PC 1-2004, establishing Planning Commission Rules for Conduct, is attached for the City Council's review and approval. Staff recommends the City Council approve the resolution, thereby authorizing the Planning Commission to conduct meetings subject to the provisions of the resolution.

Background

At the Planning Commission meeting of January 8, 2004, the Commission reviewed and adopted Resolution PC 1-2004 establishing rules and procedures for Planning Commission activities.

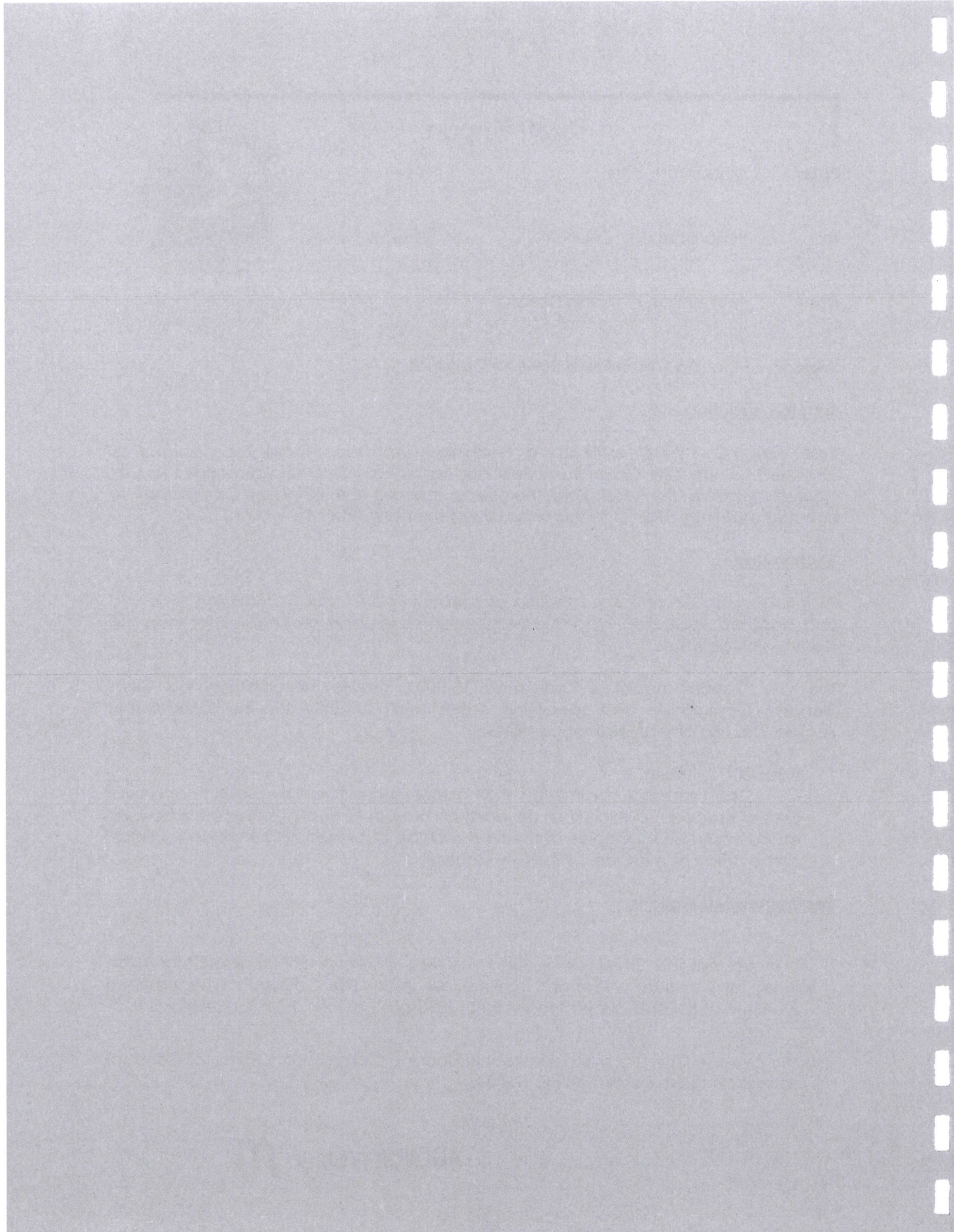
The City Council adopted Ordinance 18-2003, thereby establishing the City's Planning Commission and specifying duties and authority for the Commission. Section 2.30.080 of that Ordinance states:

2.30.080 Rules.

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

Recommended Motions

1. "I move that the City Council determine that approval of Planning Commission Rules for Conduct is exempt from review under the California Environmental Quality Act (CEQA), subject to section 15060(c)(2) of the CEQA Guidelines."
2. "I move the City Council approve the Planning Commission's Rules for Conduct as established in Resolution PC 1-2004."



CITY OF RANCHO CORDOVA

RESOLUTION NO. 1-2004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA ESTABLISHING RULES FOR THE CONDUCT OF MEETINGS OF THE PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA

SECTION I

WHEREAS, the City Council of the City of Rancho Cordova, pursuant to Title 2, Chapter 2.30 of the City of Rancho Cordova Municipal Code, appointed the Planning Commission and provided the powers and duties; and

WHEREAS, the Planning Commission is authorized to establish Rules and Regulations, Ordinance No. 18-2003, for its operation and conduct of business;

SECTION II

NOW, THEREFORE, the Planning Commission of the City of Rancho Cordova resolves that the following Rules and Procedures are hereby adopted, governing the organization of the Planning Commission and the conduct of the Planning Commission meetings:

1. REGULAR MEETINGS

- a. Time. Regular meetings of the Planning Commission shall be held on the second and fourth Thursday of each month at the hour of 6:00 p.m. Whenever the day fixed for any regular meeting of the Commission falls upon a day designated as a holiday, such meeting will be held at the same hour on the preceding business day that is not a holiday.
- b. Place. All regular meetings of the Commission shall be held at the Planning Commission Chambers, unless, otherwise publicly noticed.
- c. Public. All meetings of the Commission shall be open to the public.

2. SPECIAL MEETINGS

A special meeting may be ordered at any time by the Chair whenever in his/her opinion the public business may require it or upon the written request of any three members of the Commission. Whenever a special meeting shall be called, written notice of such meeting shall be delivered personally or by any other means by the Commission Clerk to each member of the Commission and to each local newspaper of general circulation and radio/television station requesting notice in writing. Such notice must be delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be

transacted or discussed. No other business shall be considered by the Commission at such meetings.

The agenda for special meetings shall contain the information set forth in Section 3(a)-(d) below. At least twenty-four (24) hours before each special meeting, the Commission Clerk shall post a copy of the agenda, including the call and notice of the special meeting, at the same location identified in Section 3 below.

3. AGENDA

In order to facilitate the orderly conduct of the business of the Commission, the Commission Clerk shall be notified no later than 5:00 p.m., on the Thursday one week preceding a regular Commission meeting of all reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Commission at such meeting. Immediately thereafter, the Commission Clerk shall arrange an agenda of such matters according to the order of business and furnish each member of the Commission, the Planning Director, City Attorney, City Department Heads and Staff with a copy of the agenda packet prior to the Commission meeting and as far in advance of the meeting as time for preparation will permit.

The agenda prepared by the Commission Clerk shall, at a minimum, include:

- a. The date of the meeting;
- b. The time of the meeting;
- c. The location of the meeting;
- d. A brief general description of each item of business to be transacted or discussed at the meeting;
- e. Specified period of time for members of the public to address the Commission on items of interest to the public that are within the jurisdiction of the Commission, including a provision that no person may speak longer than three (3) minutes, and including language that the Commission can only briefly respond with questions, refer to Staff, or place on a future agenda; and
- f. A specified section under which Commission members and Staff may present informational only reports.

At least seventy-two (72) hours before each regular meeting, the Commission Clerk shall post a copy of the agenda at City Hall (3121 Gold Canal Drive).

The Commission Clerk shall execute a declaration of posting which shall be filed in the Office of the City Clerk.

4. OFFICERS

The Chair shall:

- a. Preside at all meetings;
- b. Call special meetings except as provided in Section II.2;
- c. Appoint persons to all committees subject to confirmation by the Commission;
- d. Execute documents on behalf of the Commission;
- e. Ensure that all Commission business is conducted in accordance with law;
- f. Assist staff in determining agenda items; and
- g. Perform such other duties as are assigned by the Commission.

The Vice-Chair shall:

- a. Fulfill the duties, obligations and authorities of the Chair in the absence of the Chair.

5. CALL TO ORDER

The Chair, or in his/her absence, the Vice Chair, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Commission to order. In the absence of the Chair or Vice Chair, the Commission Clerk shall call the Commission to order, whereupon a temporary chair shall be elected by the members of the Commission present. Upon the arrival of the Chair or Vice Chair, the temporary chair shall immediately relinquish the chair upon the conclusion of the business immediately before the Commission.

6. ATTENDANCE

Before proceeding with the business of the Commission, the Commission Clerk shall enter into the minutes, the names of the members present or absent. No formal roll call need be taken.

7. QUORUM

A majority of the members of the Commission shall constitute a quorum for the transaction of business, but a lesser number than a quorum may adjourn from time to time. The Commission may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. If all members are absent from any regular or adjourned regular meeting, the Commission Clerk may declare the meeting adjourned to a stated time and place. If he/she does, he/she shall cause written notice of the adjournment to be given in the same manner as provided for special meetings. A copy of the order or notice of adjournment shall be posted in the same location identified in Section 3 above and other places designated by the Commission within

twenty-four (24) hours after the time of adjournment. Whenever a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjournment meeting shall be held, it shall be held at the hour specified for regular meetings.

8. ORDER OF BUSINESS

Promptly at the hour set on the day of each regular meeting, the members of the Commission, Commission Clerk (or Designee) and Planning Director (or Designee) shall take their regular stations in the Commission Chambers, and the business of the Commission shall be taken up for consideration and disposition in the following order, except, with the unanimous consent of the Commission, matters may be taken up out of order:

- a. The Chair shall call the Commission to order precisely at the time appointed for the meeting;
- b. Members present and absent shall be recorded;
- c. The minutes of any preceding meeting shall be submitted for approval;
- d. Any member of the audience may comment on any matter which is not listed on the agenda. A time limit of three (3) minutes may be imposed on each individual speaker if the Chair so directs.
- e. The public shall be advised of the procedures to be followed in the meeting;
- f. The Commission shall then hear and act upon those items outlined on the agenda;
- g. Planning Commission/Planning Director Comments and Items; and
- h. Adjournment.

9. MATTERS TOO LATE FOR THE AGENDA

- a. No action or discussion shall take place on any item not appearing on the agenda for a regular meeting as posted, unless:
 - 1) The Planning Commission determines by majority vote that an emergency situation exists, as defined on Government Code §54956.5; and,
 - 2) The Planning Commission determines by vote of six (6) out of seven (7) members (or by a unanimous vote of the members of the Commission less than seven (7) members are present) that there is a need to take immediate action and that the need for action came to the Commission's attention after the agenda was posted; or
 - 3) The item was included in a posted agenda for a prior meeting held not more than five (5) calendar days prior to the meeting to which the Commission is to add the item for consideration.

- b. When an item not on an agenda is raised by a member of the public, the Planning Commission may briefly respond, may ask questions for clarification, provide a reference to Staff or other resources, or request Staff to report back at a subsequent meeting. Furthermore, a member of the Planning Commission may take action to place a matter of business on a future agenda.

10. READING OF MINUTES

Unless the reading of the minutes of a Commission meeting is requested by a member of the Commission, such minutes may be approved without reading if the Commission Clerk has previously furnished each member with a copy thereof.

11. RULES OF DEBATE

- a. Presiding Officer may debate. The Chair or such other member of the Commission as may be presiding may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed upon all members. He/she shall not be deprived of any of the rights and privileges of a Commission member by reason of his/her acting as the Presiding Officer.
- b. Getting the floor. Every member desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself/herself to the question under debate.
- c. Interruptions. A member once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a member while speaking, be called to order, he/she shall cease speaking until the question of order be determined, and if in order, he/she shall be permitted to proceed.
- d. Privilege of closing debate. The Commission member moving the adoption of an Ordinance or Resolution shall have the privilege of closing the debate.
- e. Motion to reconsider. A motion to reconsider any action taken by the Commission may be made at any time. Such a motion must be made by one of the prevailing side, but may be seconded by any member, and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any member of the Commission from making or remaking the same or other motion at a subsequent meeting of the Commission.
- f. Remarks of Commission Member. A Commission member may request through the Chair the privilege of having an abstract of his/her statement on any subject under consideration by the Commission entered in the minutes. If the Commission consents thereto, such statement shall be entered in the minutes.

- g. Synopsis of Debate. The Commission Clerk may be directed by the Chair with the consent of the Commission, to enter in the minutes a synopsis of the discussion of any question coming regularly before the Commission.
- h. Rules of Order. Except as otherwise provided in this Resolution, the current edition of "Roberts Rules of Order" shall govern the conduct of the meetings of the Planning Commission.
- i. Introduction of Material after Preparation of Packet. An applicant must request and receive approval from the Planning Commission prior to introducing new evidence related to a project after the Commission packet for such project has been circulated. Typically, significant technical data shall not be considered unless the Commission has been afforded adequate time for review.

12. ORDER OF TESTIMONY SHALL BE:

- a. Applicant's statement;
- b. Statements from the public;
- c. If determined by the Chair to be necessary, a rebuttal from the applicant;
- d. Public hearing closed;
- e. The Commission shall then deliberate and either take action on the matter or continue the matter to another date and time certain, or indefinitely.

13. ADDRESSING THE COMMISSION

Any person desiring to address the Commission at a meeting shall first secure the permission of the Chair to do so; provided, however, that under the following headings of business, any qualified and interested person shall have the right to address the Commission upon obtaining recognition by the Chair.

- a. Written Communications. Interested persons or their authorized representative may address the Commission by written communication on any matters concerning the Commission's business, or any matters over which the Commission has control. Such written communication shall be delivered to the Commission Clerk no later than 11:00 a.m., of the Thursday immediately preceding the regular Commission meeting for which such written communication is intended.
- b. Oral Communications. Interested persons in the audience or their authorized representatives may address the Commission by oral communications on any matters over which the Commission has control; provided, however, that preference shall be given to those persons who have notified the Commission Clerk in advance of their desire to speak in order that the same may appear on the agenda of the Commission.

14. ADDRESSING THE COMMISSION AFTER MOTION IS MADE

After a motion is made by the Commission, no member of the public shall address the Commission without first securing the permission of the Chair to do so.

15. MANNER OF ADDRESSING COMMISSION

Each member of the public addressing the Commission shall stand at the podium and give his/her name and address in an audible tone of voice for the record. A Speaker Slip shall be completed in order to facilitate preparation of the minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. No person, other than the Commission, staff and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the Chair. No question shall be asked of a Commission member except through the Chair.

16. VOTING

- a. Members of the Commission shall vote by a "voice vote" on all Ordinances, Resolutions and other matters unless a roll call vote is required by law or is requested by a Commission member. Silence shall be recorded as an affirmative vote. The Chair shall announce the result of the vote. The Commission Clerk shall record on Ordinances and Resolutions the votes of each Commission member.
- b. The vote on any matter being considered by the Commission may be delayed by the Chair until all members of the Commission present for a meeting, and not excused as herein provided, are actually present at the Commission dais.
- c. A member of the Commission who has a conflict of interest regarding any matter being considered by the Commission shall declare the conflict, excuse himself/herself from participating in the Commission's deliberations and decisions regarding that matter, and leave the chambers while such item is considered.

17. ORDER AND DECORUM

- a. By Commission Members. While the Commission is in session, the members must preserve order and decorum. A member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or Chair, except as otherwise herein provided.
- b. By Persons. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Commission or who shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or the Chair shall be forthwith, by the Chair, barred from further audience before

the Commission, unless permission to continue is granted by a majority vote of the Commission.

- c. Enforcement of Order and Decorum. A law enforcement officer shall be designated as Sergeant-at-Arms of the Commission meetings when requested by the Chair. He/she shall carry out all orders and instructions given at the Commission meeting. Upon instruction of the Chair, it shall be the duty of the Sergeant-at-Arms, as to any person who violates the order and decorum of the meeting, to remove and bar such person from the Commission meeting. Violations of the order and decorum of a Commission meeting is a misdemeanor.

18. SPECIAL COMMITTEES/TASK FORCES

All special committees/task forces shall be appointed by the Chair, subject to approval of the Planning Commission.

19. ATTENDANCE OF MEMBERS

Absence from three (3) consecutive regular meetings or 25% of the regular meetings during any one-year period, without formal consent of the Planning Commission may be deemed to constitute the resignation of such member and the position declared vacant.

20. OFFICERS' SELECTION

At the initial meeting of the Commission, and annually thereafter at the first meeting of the calendar year for the Commission, the members of the Planning Commission shall elect a Chair and Vice-chair, who shall hold office for one year. Their duties shall be such as are usually carried out by such officers. One member shall not serve as Chair for more than two consecutive years. Commission members will determine the time, place and frequency of regular meetings.

21. COMMISSION MEMBER VACANCIES

Vacancies which occur within the Commission shall be filled for the unexpired portions of the terms as follows: Vacancies Commissioners shall be pursuant to section 2.30.030(1) of the City of Rancho Cordova Municipal Code; Vacancies of at-large commissioners shall be filled pursuant to section 2.30.03 (2) of the City of Rancho Cordova Municipal Code.

22. PROTESTS

Any Commission member shall have the right to have the reasons for his/her dissent from, or protest against, any action of the Commission entered in the minutes.

23. ADJOURNMENT

A motion to adjourn shall always be in order and decided without debate.

24. RULES AVAILABLE FOR PUBLIC REVIEW

A copy of this Resolution shall be available at all meetings of the Commission for review by the public.

ADOPTED, THIS 14th day of January, 2004 by the following vote:

AYES:

NOES:

ABSTAIN:

APPROVED:

CHAIR

ATTEST:

COMMISSION CLERK

Staff Report

Date: January 20, 2004
To: Honorable City Council
From: Captain George B. Anderson
Sacramento Sheriff's Department



Subject: APPLICATION FOR CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT

Overview

The California Office of Traffic Safety has requested concept papers for competitive Traffic Safety Grants. The Sacramento Sheriff's Department would like to take this opportunity to apply on behalf of the City of Rancho Cordova for a two-year grant to purchase traffic safety equipment, fund overtime for DUI checkpoints, increased traffic enforcement projects, and provide for two additional traffic enforcement officers. The grant request would be for approximately \$450,000 over two years, with a cash match of approximately \$104,000 required of the City of Rancho Cordova for officer salaries and benefits in year two of the grant period.

Recommendations

Approve the attached Resolution allowing the Rancho Cordova Police Department to apply to the California Office of Traffic Safety for a "Traffic Safety Grant."

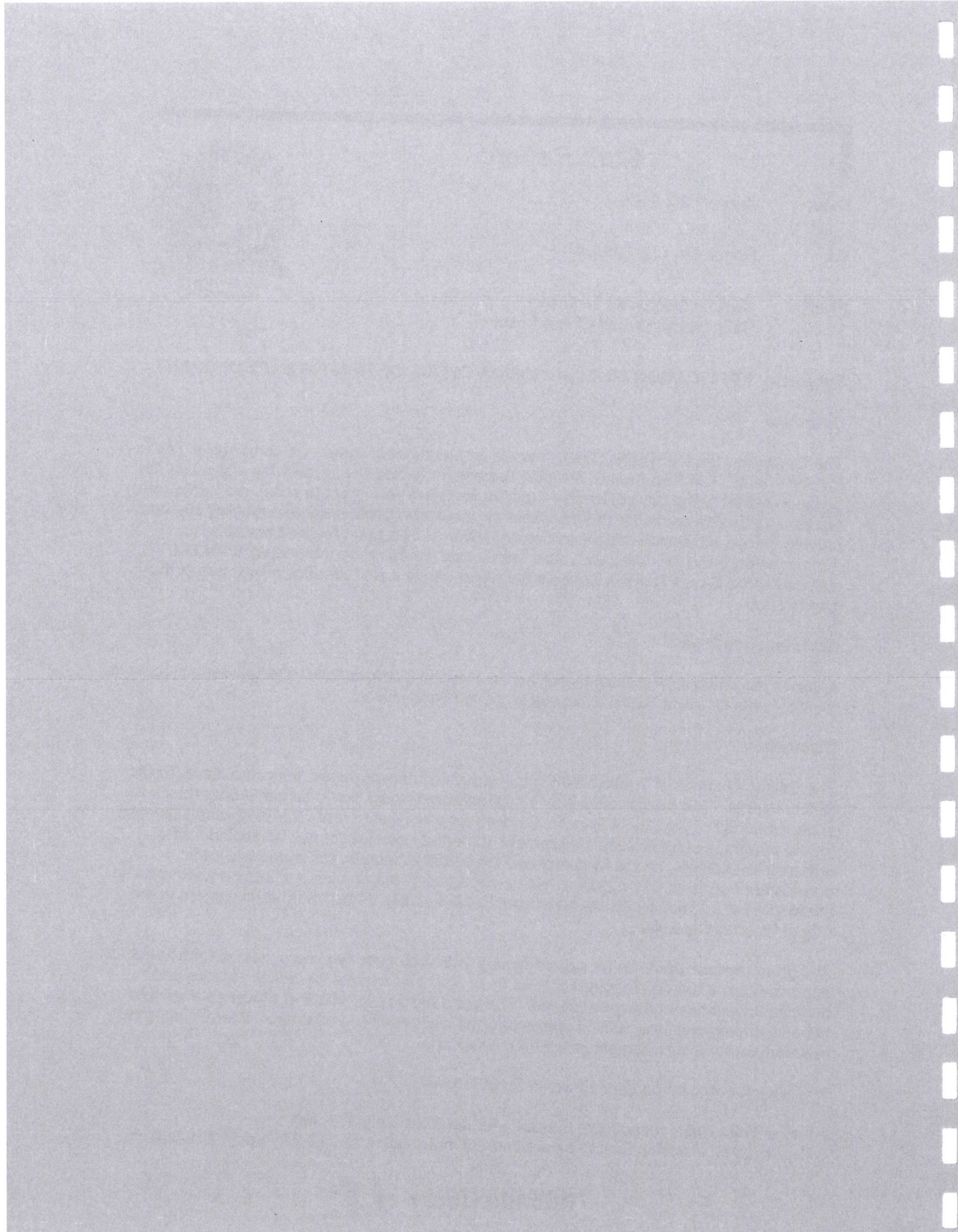
Discussion

The California Office of Traffic Safety has requested concept papers for competitive Traffic Safety Grants. The Sacramento Sheriff's Department would like to take this opportunity to apply on behalf of the City of Rancho Cordova for a two-year grant. Funding would be used for the purchase of traffic safety equipment, to partially provide for two additional traffic enforcement officers, and to fund overtime for DUI checkpoints and increased traffic enforcement projects. As a start-up police department, the purchase of such equipment and the funding of additional officers are crucial to the success of the traffic enforcement in the City of Rancho Cordova.

The grant request would be for approximately \$450,000 over two years, with a cash match of approximately \$104,000 required of the City of Rancho Cordova for officer salaries and benefits in year two of the grant period. The grant will pay for 100% of officer salaries and benefits in year one, and 50% of officer salaries and benefits in year two. There is no match requirement for the equipment or overtime expenses.

The equipment to be purchased would be as follows:

- 1 Radar Trailer with changeable message for approximately \$17,000
- 9 Radars to be mounted on traffic enforcement motorcycles (9 x \$2,200 each) \$19,800



Honorable City Council
Application for the California Office of Traffic Safety Grant
January 20, 2004
Page 2

2 Fully equipped traffic enforcement motorcycles (2 x 22,644 each) \$45,288
2 Traffic Safety Officers (Year 1 -2 x \$104,000 each + Year 2 - \$52,000 each) \$312,000

The remaining \$55,912 of the request will be for funding of overtime hours to conduct such projects as DUI Checkpoints, Speed Enforcement projects, and other proactive traffic safety projects.

Measures/Evaluation

With the addition of two traffic officers, the City of Rancho Cordova can expect to see an improvement in the ability of traffic officers to respond to traffic accidents and problems. Traffic safety equipment and such activities as DUI checkpoints and speed enforcement projects will decrease the numbers of accidents, injuries and fatalities in the City of Rancho Cordova.

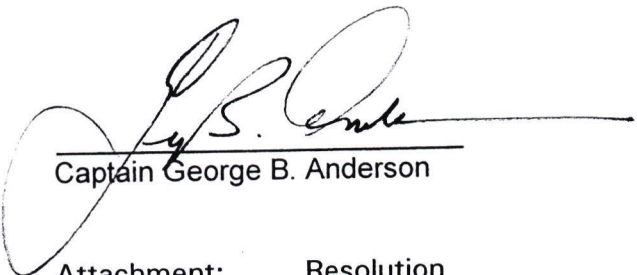
Fiscal Impact

If awarded, the grant would fund approximately \$450,000. Traffic safety equipment would be purchased during year one in addition to 100% of the salaries and benefits of two additional traffic safety officers. Year two of the grant period will require the city to pay 50% of these officer's salaries and benefits at an approximate cost of \$104,000.

Requested Motion

"I move that the City Council adopt a resolution approving the Rancho Cordova Police Department's grant application to the California Office of Traffic Safety."

Respectfully Submitted,



Captain George B. Anderson

Attachment: Resolution

RESOLUTION NO. 7-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY

WHEREAS, the California Office of Traffic Safety has requested concept papers for competitive Traffic Safety Grants; and

WHEREAS, the Sacramento Sheriff's Department is requesting to apply for a grant on behalf of the City of Rancho Cordova to be utilized within the contract for law enforcement services with the Sacramento Sheriff's Department; and

WHEREAS, the City of Rancho Cordova shall be responsible for traffic enforcement within the city boundaries effective July 1, 2004; and

WHEREAS, the grant application will request funding for a radar trailer, two motorcycles, two motor officers and funding for a variety of traffic safety programs such as DUI checkpoints, speed enforcement projects and other proactive enforcement projects; and

WHEREAS, if the grant is awarded it will provide approximately \$450,000 to the City of Rancho Cordova to provide these services; and

WHEREAS, the City of Rancho Cordova shall provide funding in the amount of approximately \$104,0000 as a match toward the officer salaries and benefits in the second year of the grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova approves of the submittal of the grant application to the California Office of Traffic Safety.

PASSED AND ADOPTED THIS 20TH day of January, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Linda Budge, Mayor

ATTEST:

Lillian Hare, City Clerk

Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA I VILLAGE 1 (111 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 1 subdivision, located on the south side of Douglas Road approximately 1,510 feet east of Sunrise Boulevard.

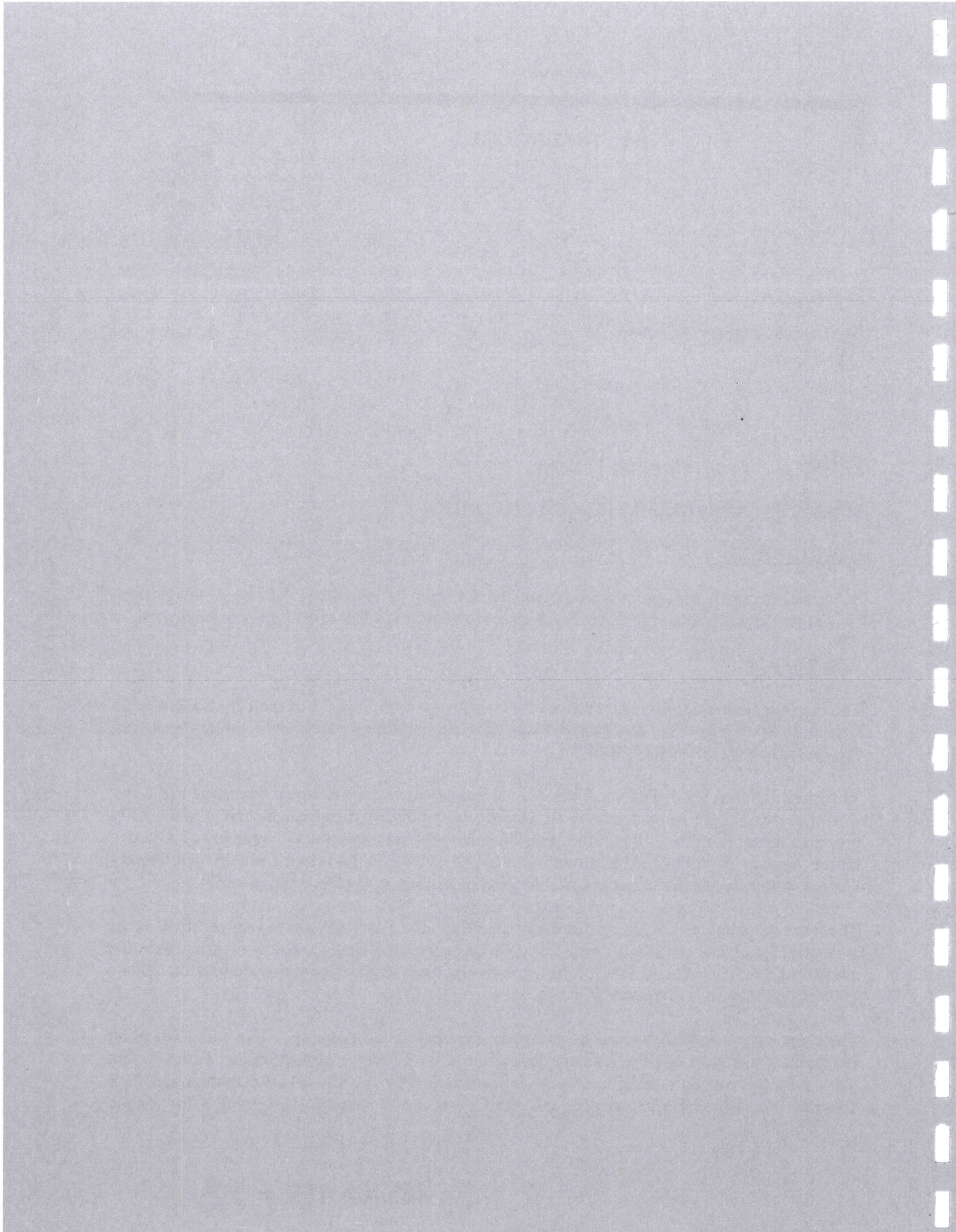
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104125155 with Travelers Casualty and Surety Company of America in the amount of \$938,200.00. Bond No. 104125155 with Travelers Casualty and Surety Company of America in the amount of \$469,100.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond Nos. 104230621 and 104184534 with Travelers Casualty and Surety Company of America in the amount of \$185,534.00 and \$74,367.00 respectively, have satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

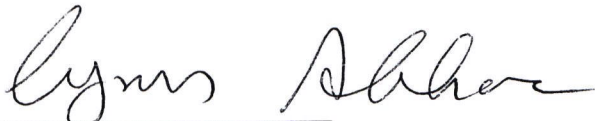
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus Abhar", written over a horizontal line.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA I VILLAGE 1 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia I Village 1** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

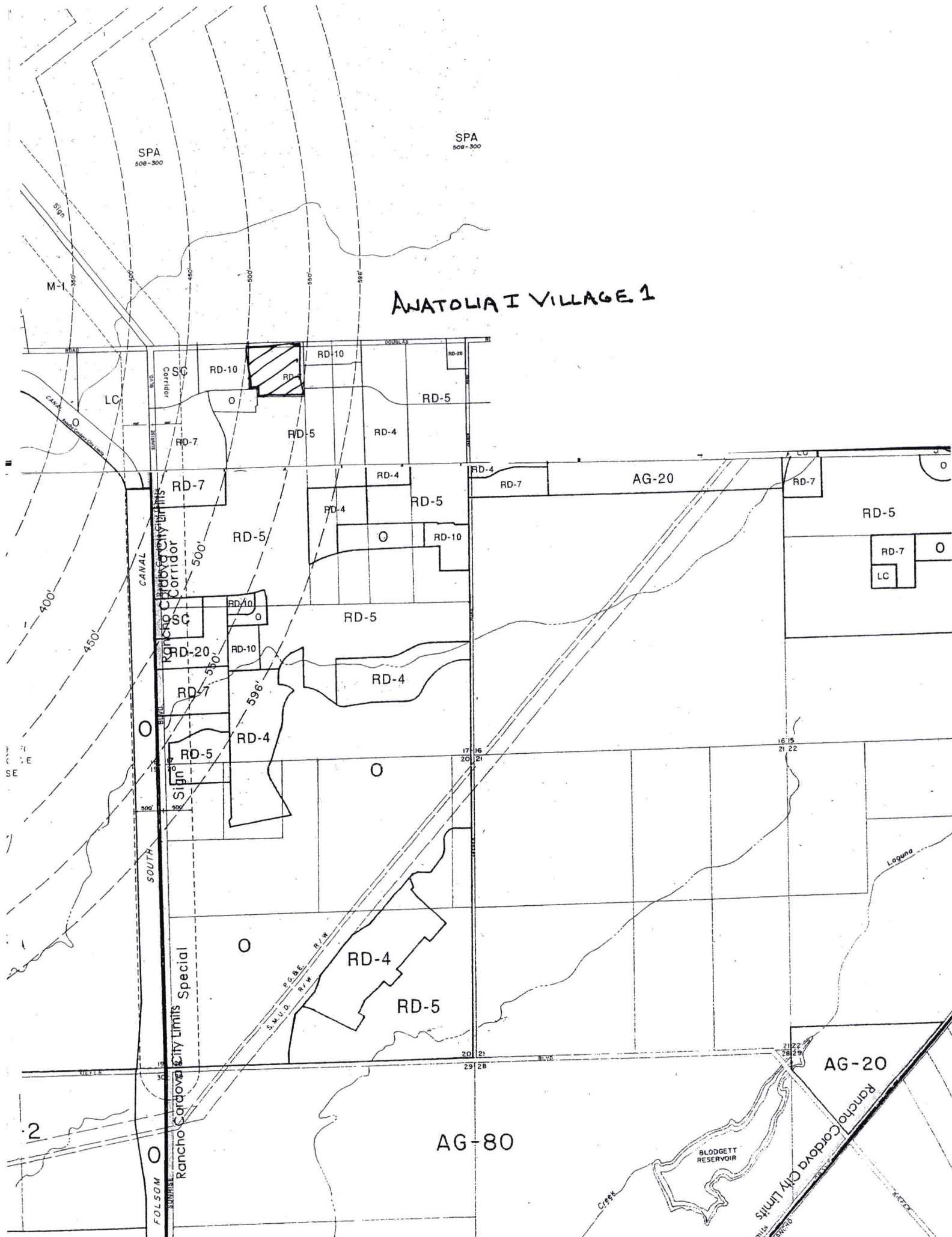
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA I VILLAGE 1



**The Subdivision Agreements for
Items 12 through 21 are not
provided in the Agenda Packet but
are available for review.**

Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA I VILLAGE 3 (149 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 3 subdivision, located approximately 900 feet east of Sunrise Boulevard and approximately 2,050 feet south of Douglas Road.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104125154 with Travelers Casualty and Surety Company of America in the amount of \$1,286,000.00. Bond No. 104125154 with Travelers Casualty and Surety Company of America in the amount of \$643,000.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond No. 104230622 with Travelers Casualty and Surety Company of America in the amount of \$165,819.00 has satisfactorily provided for the 2004 - 2005 tax estimate.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the

purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

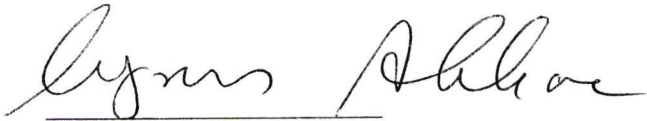
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus Abhar", written over a horizontal line.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA I VILLAGE 3 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia I Village 3** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

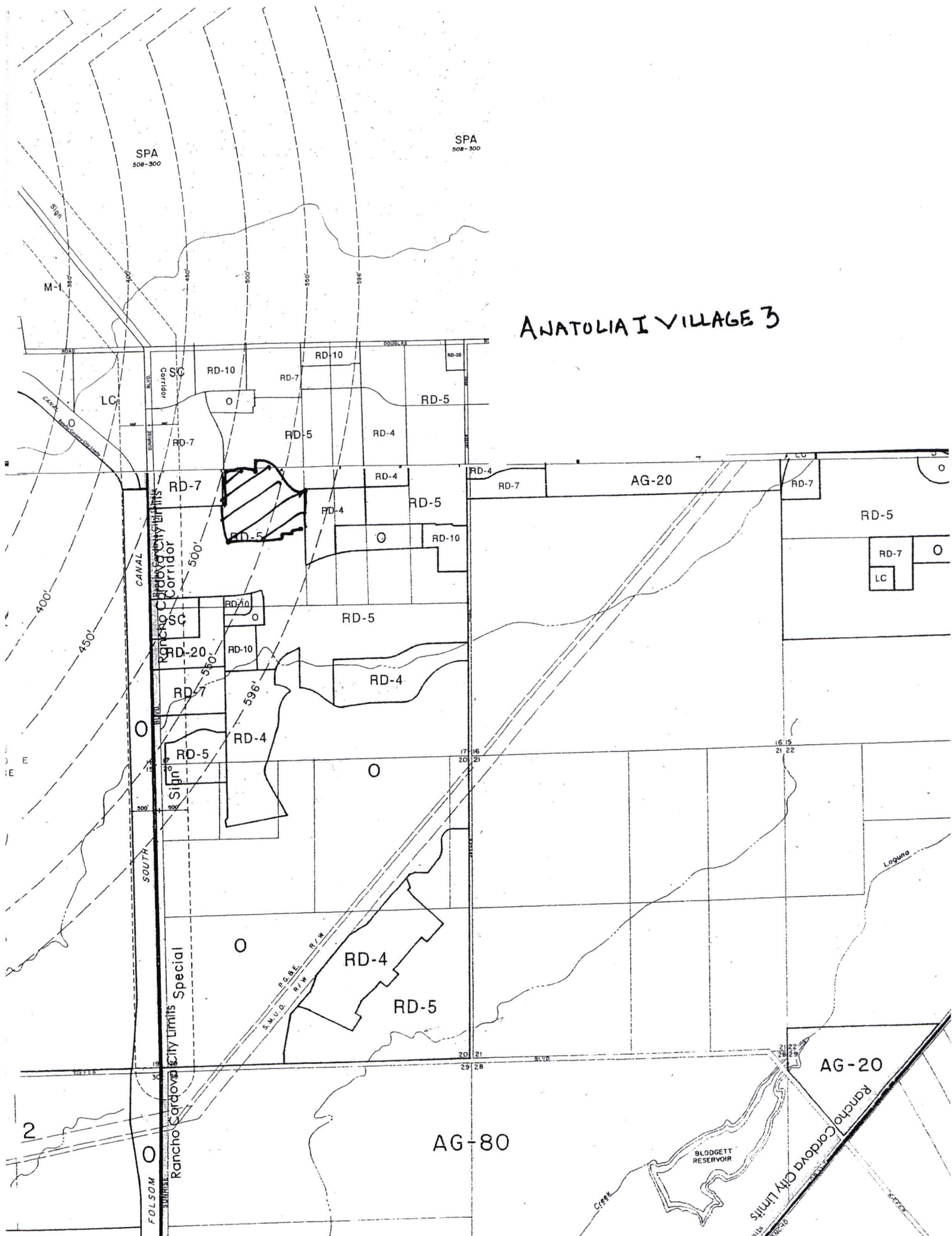
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA I VILLAGE 3



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA I VILLAGE 4 (117 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 4 subdivision, located approximately 2,770 feet south of Douglas Road and approximately 900 feet east of Sunrise Boulevard.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104125156 with Travelers Casualty and Surety Company of America in the amount of \$1,368,200.00. Bond No. 104125156 with Travelers Casualty and Surety Company of America in the amount of \$684,100.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond Nos. 104230623 and 104184533 with Travelers Casualty and Surety Company of America in the amount of \$230,954.00 and \$69,090.00 respectively, have satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park

purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

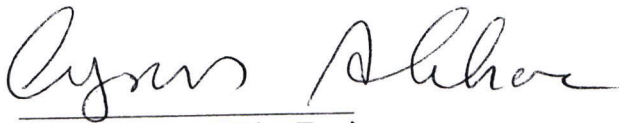
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus E. Abhar", written in a cursive style.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA I VILLAGE 4 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia I Village 4** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

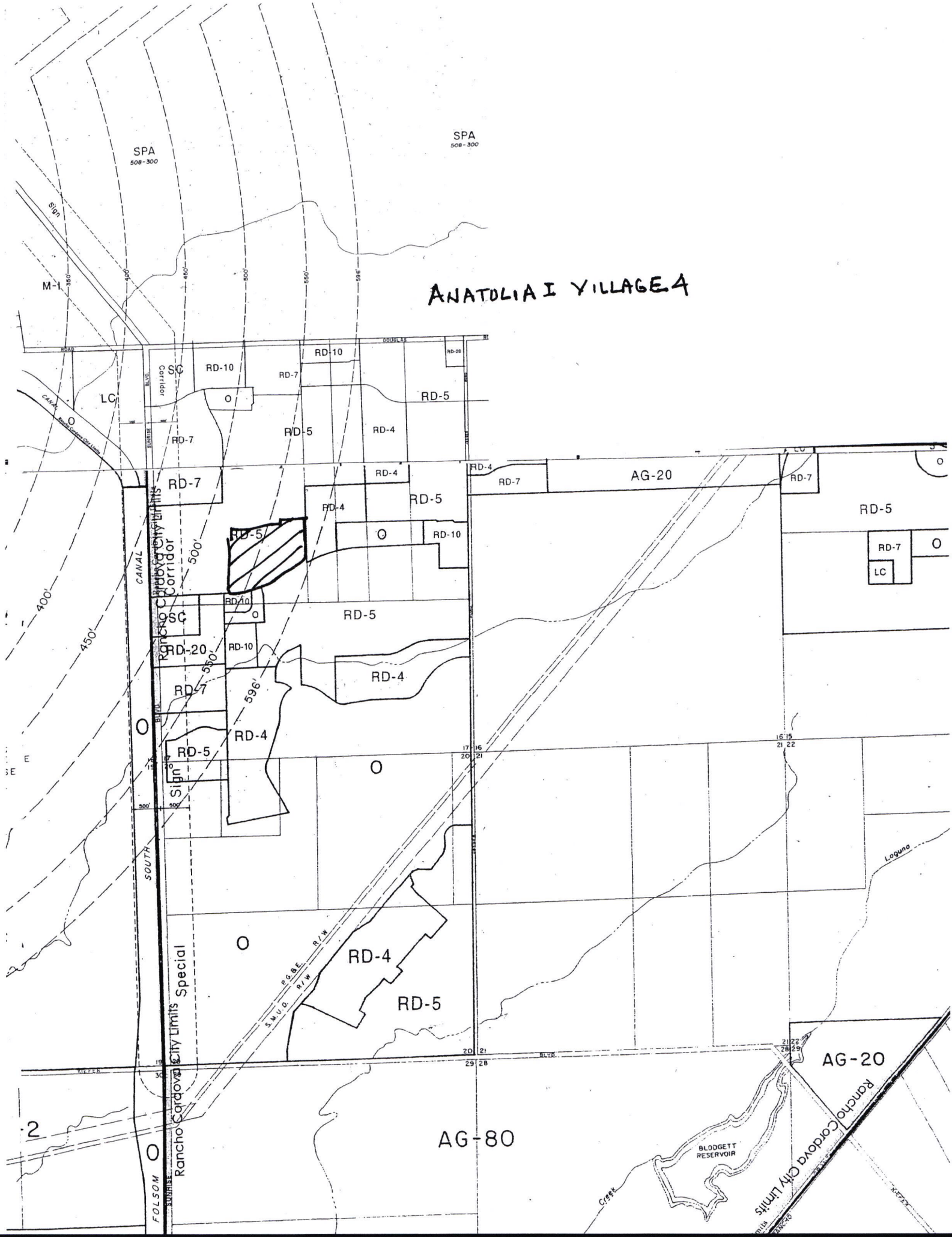
Linda Budge, Mayor

(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

ANATOLIA I VILLAGE 4



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA I VILLAGE 7 (132 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 7 subdivision, located on the east side of Sunrise Boulevard and approximately 1,700 feet south of Douglas Road.

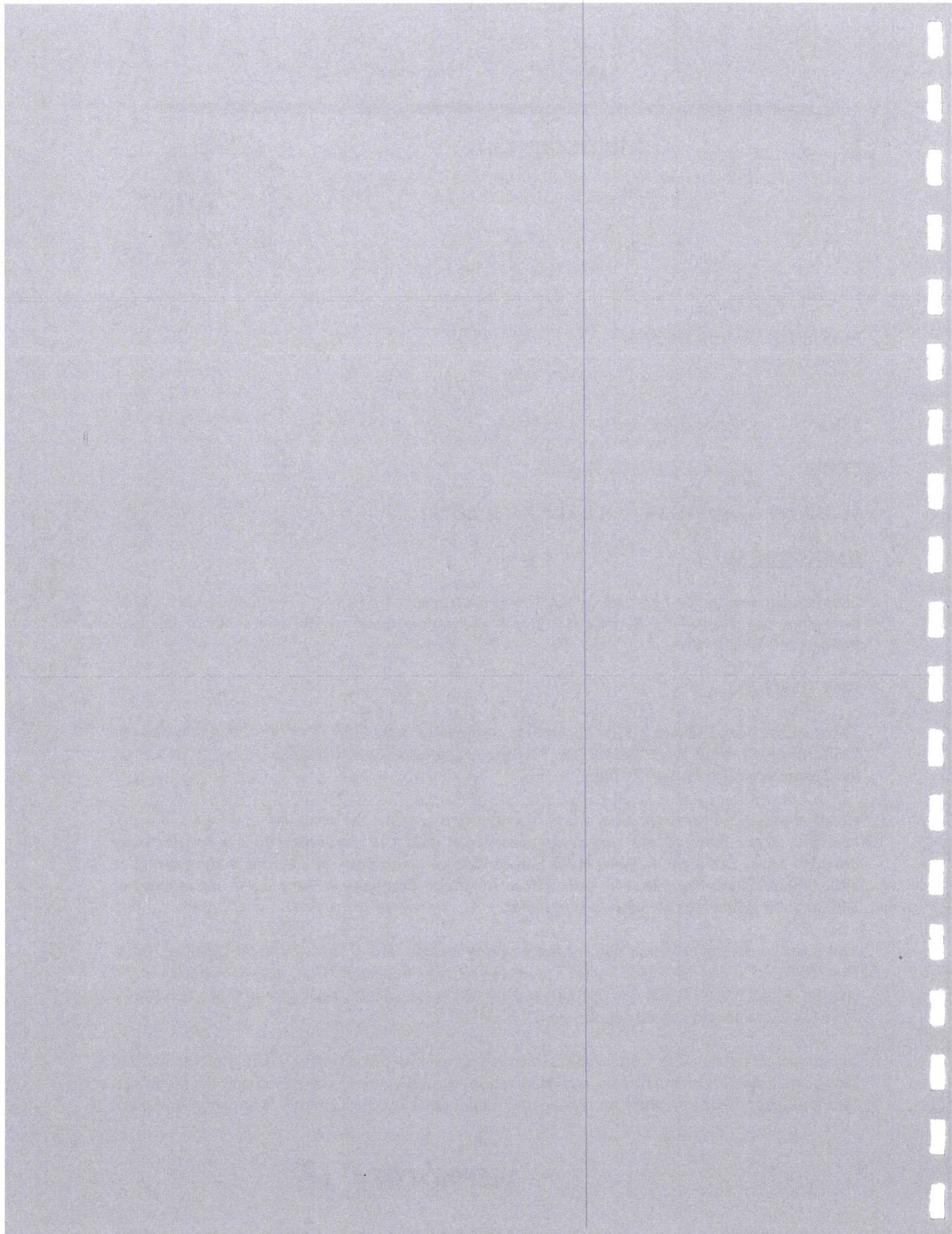
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 6243440 with Safeco Insurance Company of America in the amount of \$924,000.00. Bond No. 6243440 with Safeco Insurance Company of America in the amount of \$462,000.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond Nos. 104230620 and 104184532 with Travelers Casualty and Surety Company of America in the amount of \$219,084.00 and \$87,773.00 respectively, have satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

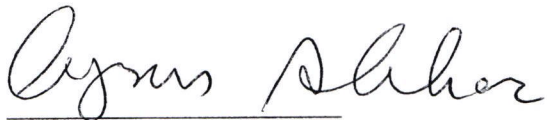
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus Abhar", written over a horizontal line.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA I VILLAGE 7 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **U. S. Homes Corporation** and the subdivision designated as **Anatolia I Village 7** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

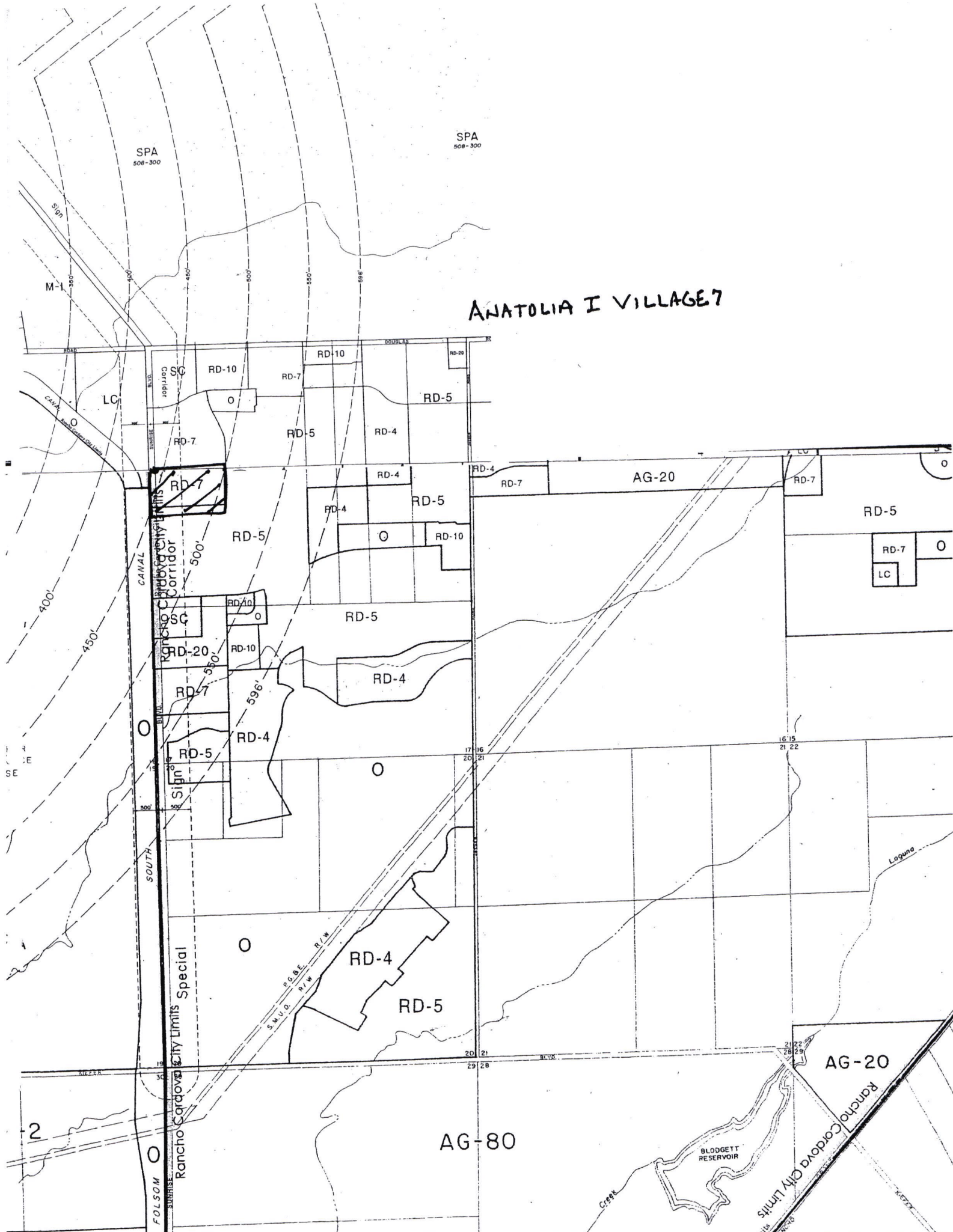
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA I VILLAGE 7



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA I VILLAGE 8 (108 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia I Village 8 subdivision, located on the east side of Sunrise Boulevard and approximately 1,000 feet south of Douglas Road.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104125157 with Travelers Casualty and Surety Company of America in the amount of \$1,138,400.00. Bond No. 104125157 with Travelers Casualty and Surety Company of America in the amount of \$569,200.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond Nos. 104230619 and 104184531 with Travelers Casualty and Surety Company of America in the amount of \$192,432.00 and \$66,039.00 respectively, have satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park

purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

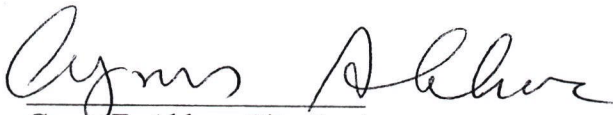
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,


Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA I VILLAGE 8 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia I Village 8** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

(S E A L)

ATTEST: _____
City Clerk

Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA II VILLAGE 9A (101 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 9A subdivision, located approximately 1,430 feet east side of Sunrise Boulevard and approximately 4,400 feet south of Douglas Road.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 6243441 with Safeco Insurance Company of America in the amount of \$787,800.00. Bond No. 6243441 with Safeco Insurance Company of America in the amount of \$393,900.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond No. 104230618 with Travelers Casualty and Surety Company of America in the amount of \$77,227.00 has satisfactorily provided for the 2004 - 2005 tax.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the

purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus Abhar", written over a horizontal line.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA II VILLAGE 9A SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **U. S. Homes Corporation** and the subdivision designated as **Anatolia II Village 9A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

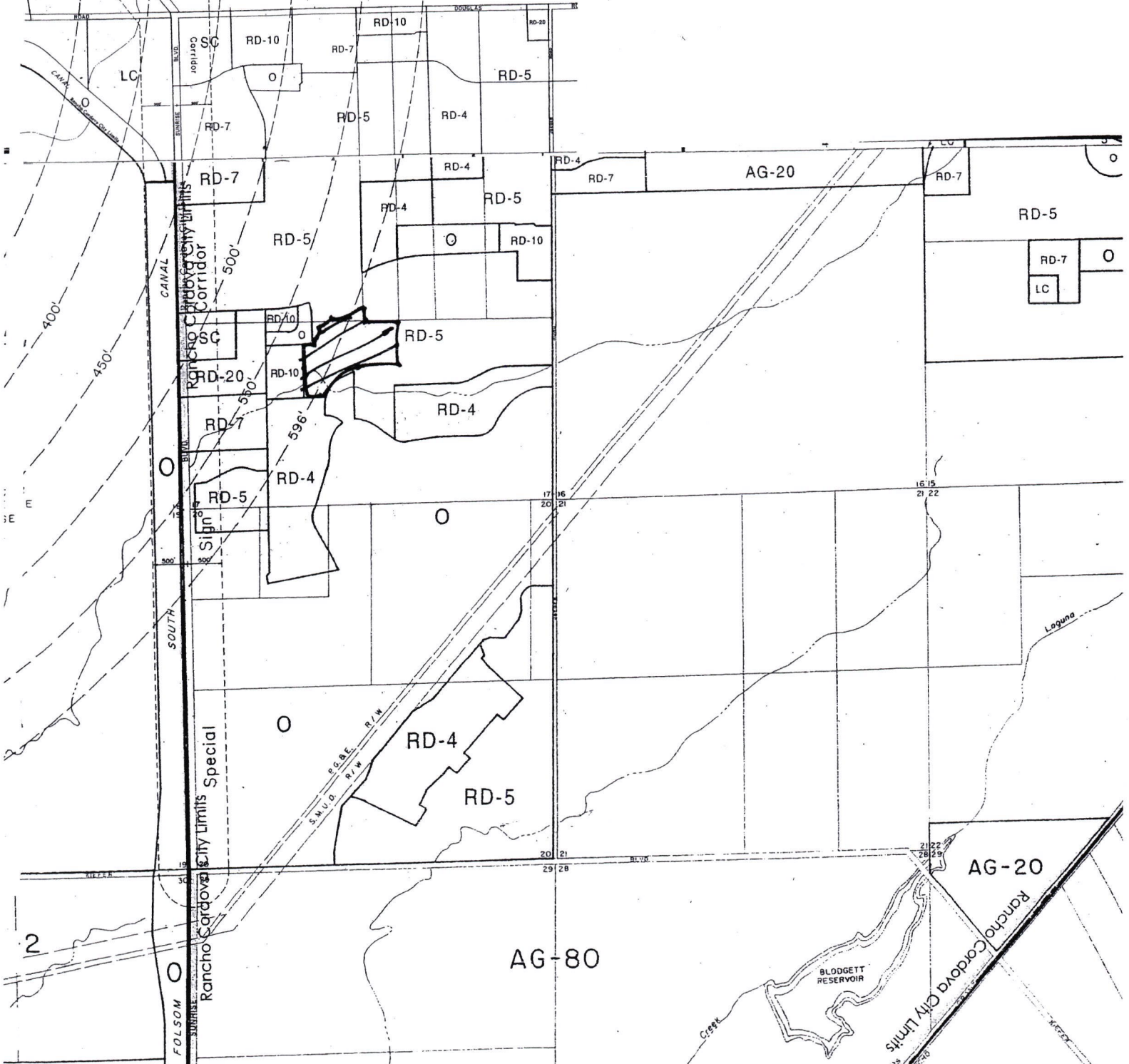
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA II VILLAGE 9A



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA II VILLAGE 9B (51 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 9B subdivision, located approximately 1,430 feet east side of Sunrise Boulevard and approximately 3,560 feet south of Douglas Road.

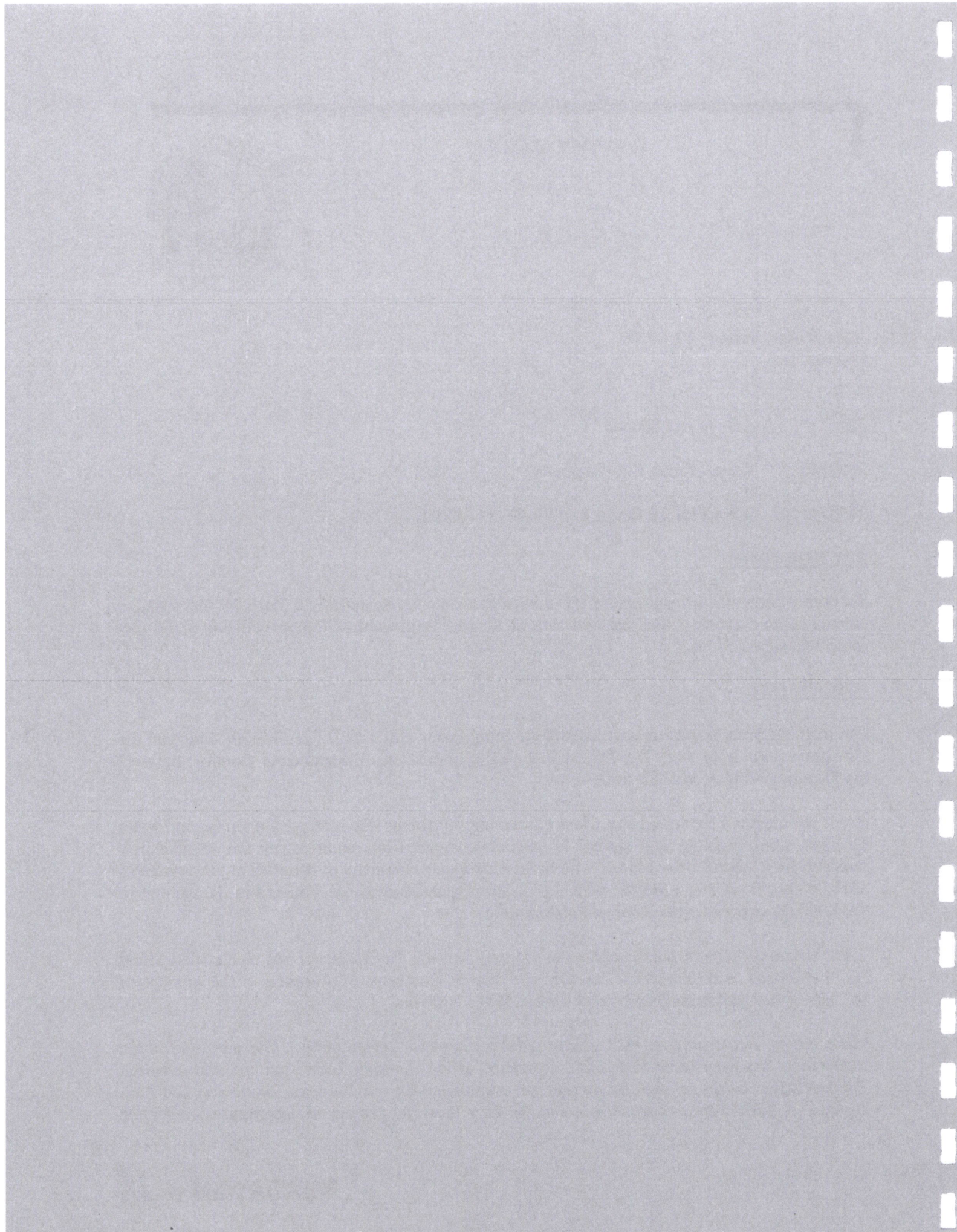
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 6243442 with Safeco Insurance Company of America in the amount of \$516,000.00. Bond No. 6243442 with Safeco Insurance Company of America in the amount of \$258,000.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond No. 104230617 with Travelers Casualty and Surety Company of America in the amount of \$67,109.00 has satisfactorily provided for the 2004 - 2005 tax.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cyrus E. Abhar".

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA II VILLAGE 9B SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **U. S. Homes Corporation** and the subdivision designated as **Anatolia II Village 9B** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

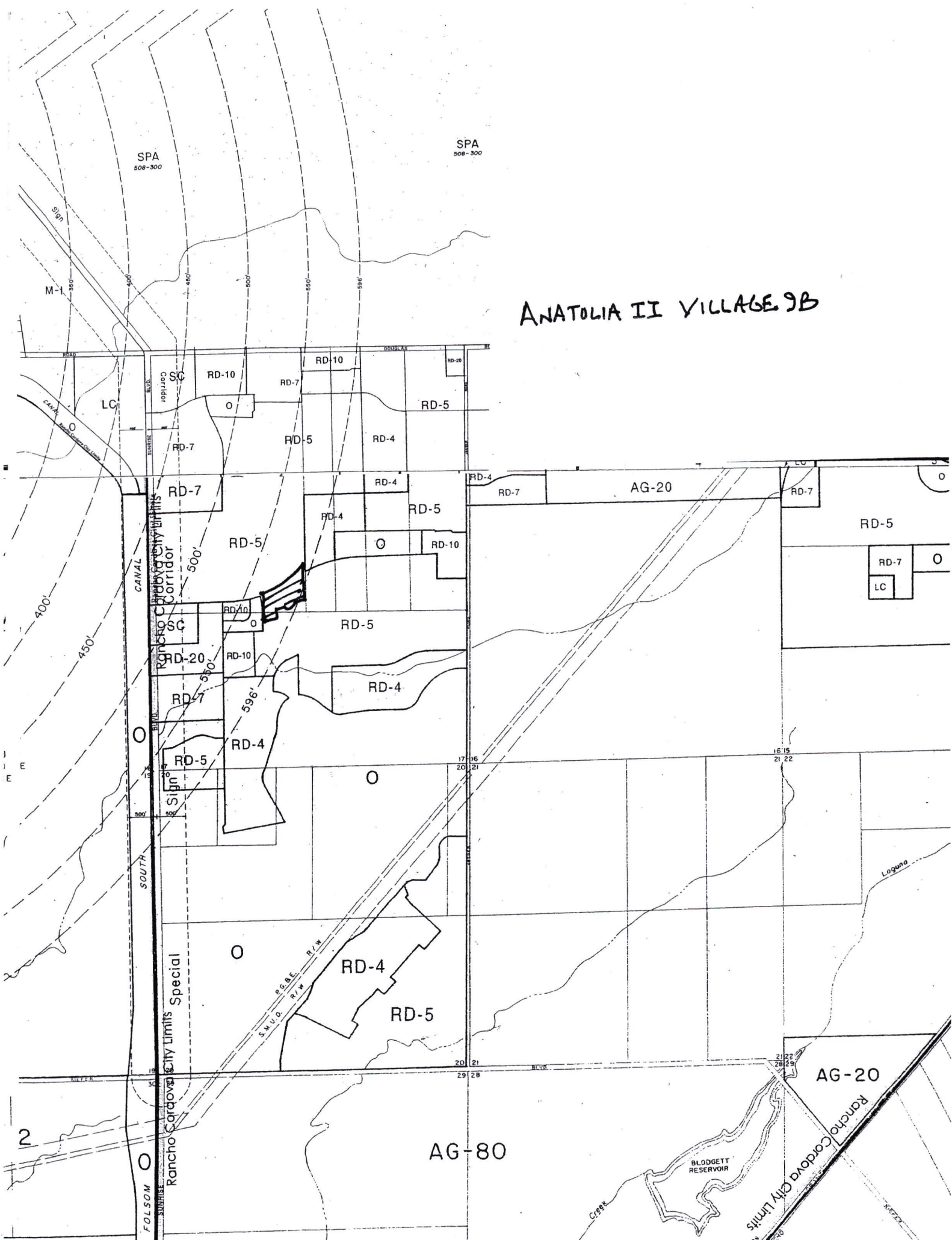
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA II VILLAGE 9B



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA II VILLAGE 12A (60 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 12A subdivision, located approximately 646 feet west of Jaeger Road and approximately 4,400 feet south of Douglas Road.

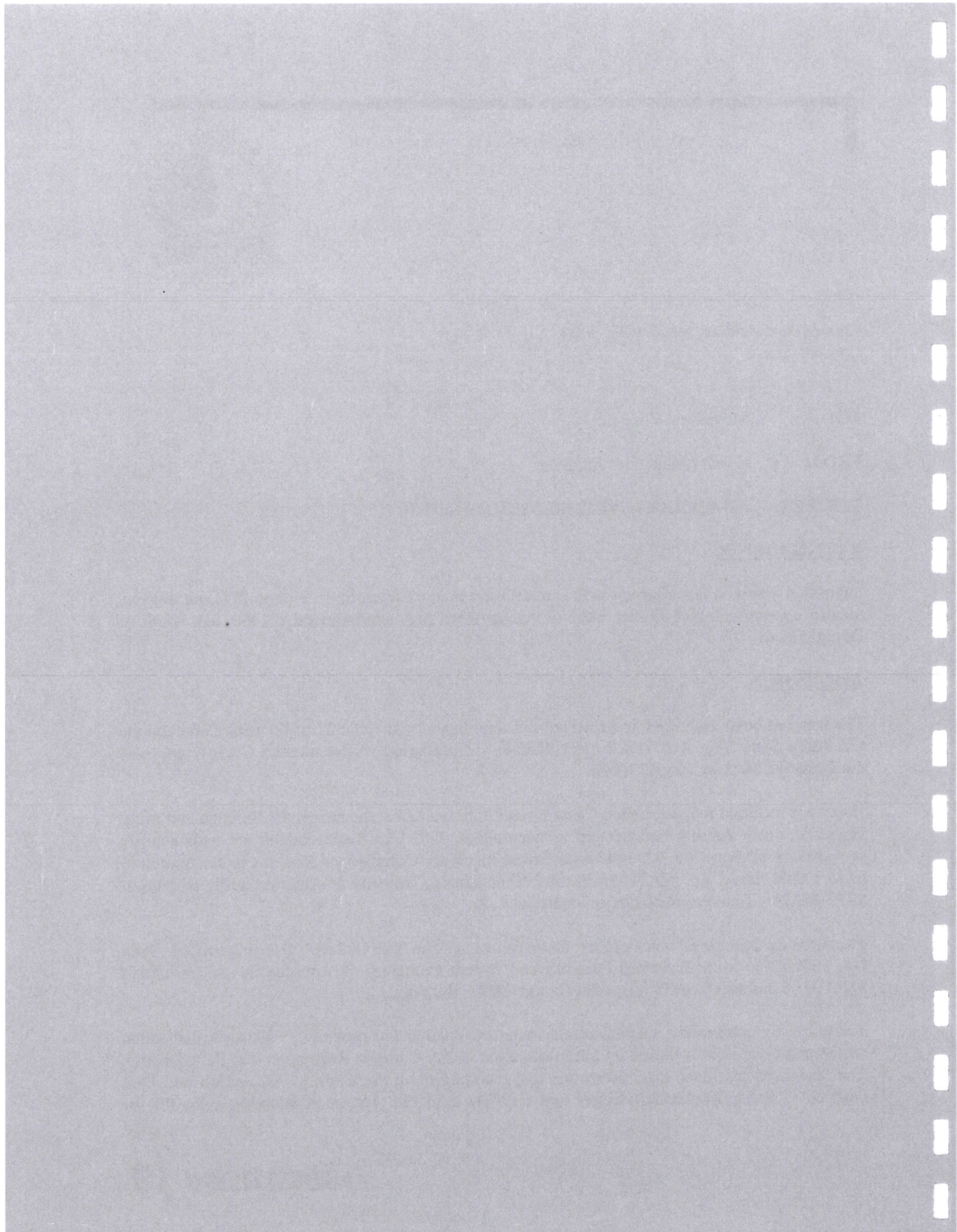
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 6243443 with Safeco Insurance Company of America in the amount of \$540,900.00. Bond No. 6243443 with Safeco Insurance Company of America in the amount of \$270,450.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond No. 104230616 with Travelers Casualty and Surety Company of America in the amount of \$60,110.00 has satisfactorily provided for the 2004 - 2005 tax.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

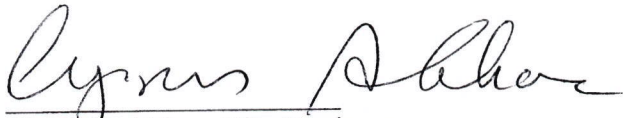
Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,


Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA II VILLAGE 12A SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **U. S. Homes Corporation** and the subdivision designated as **Anatolia II Village 12A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

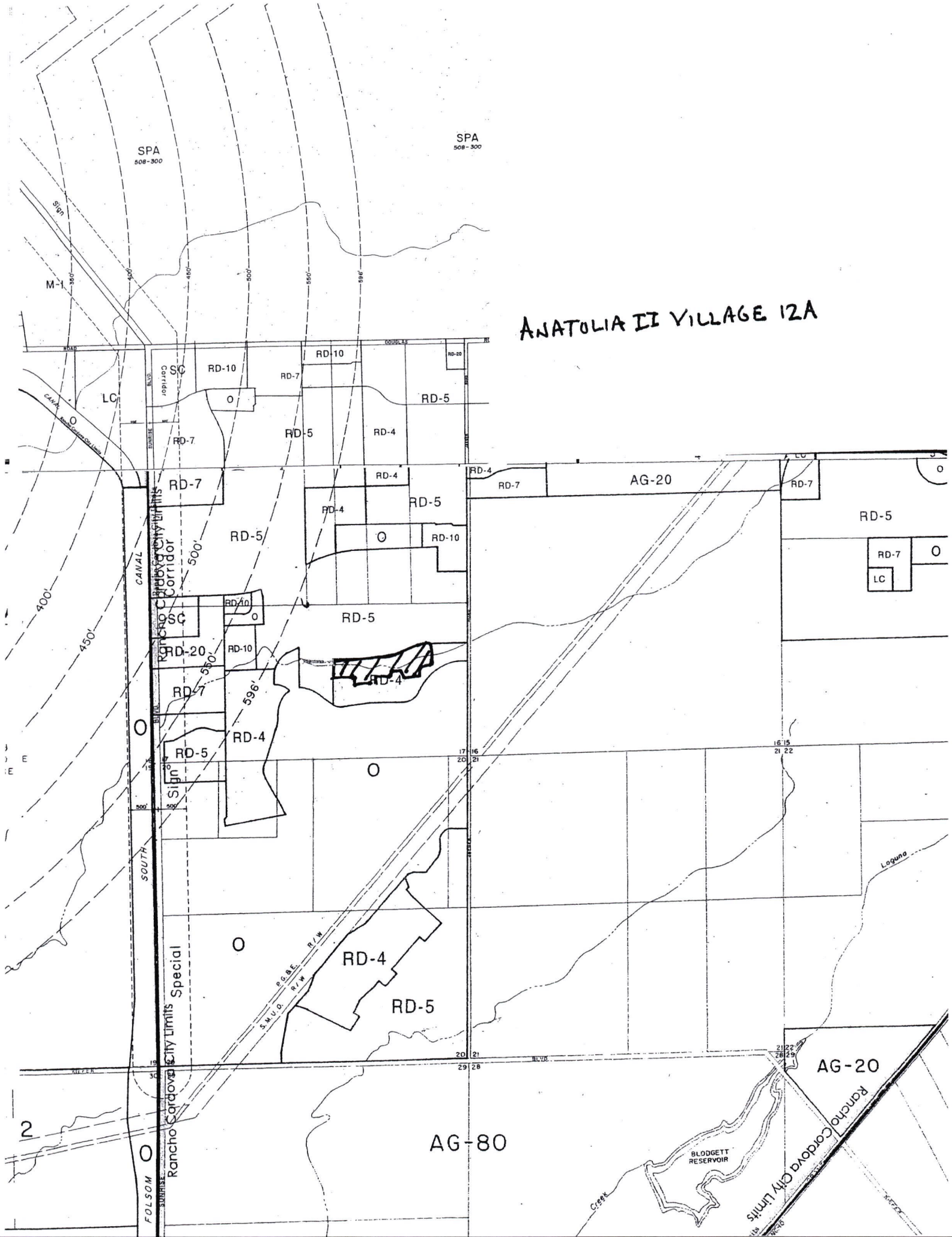
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA II VILLAGE 12A



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA II VILLAGE 12B (64 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 12B subdivision, located on the west side of Jaeger Road and approximately 4,400 feet south of Douglas Road.

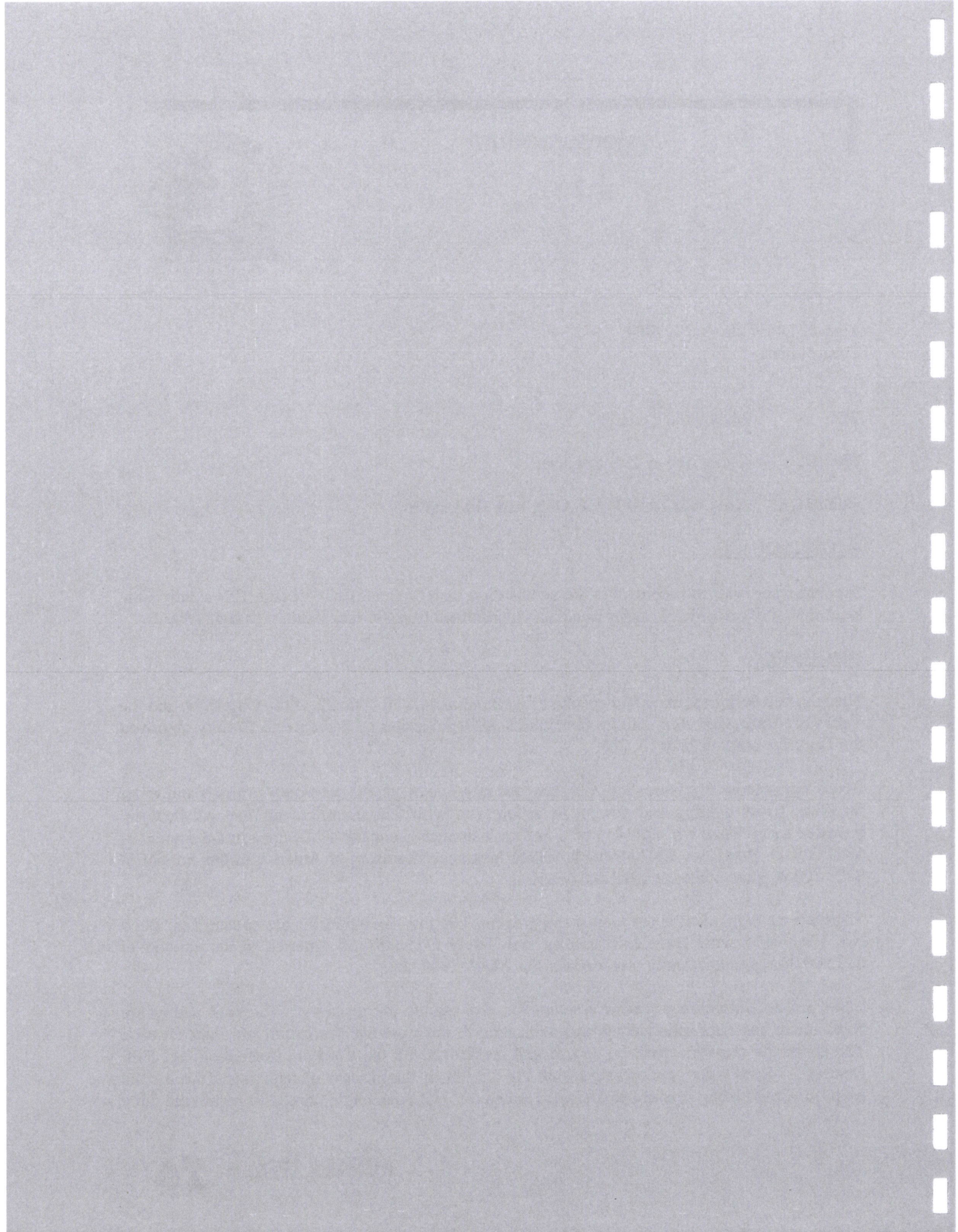
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 6243444 with Safeco Insurance Company of America in the amount of \$857,600.00. Bond No. 6243444 with Safeco Insurance Company of America in the amount of \$428,800.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond No. 104230615 with Travelers Casualty and Surety Company of America in the amount of \$72,900.00 has satisfactorily provided for the 2004 - 2005 tax.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus E. Abhar". The signature is fluid and cursive, with the first name "Cyrus" being more prominent than the last name "Abhar".

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA II VILLAGE 12B SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **U. S. Homes Corporation** and the subdivision designated as **Anatolia II Village 12B** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

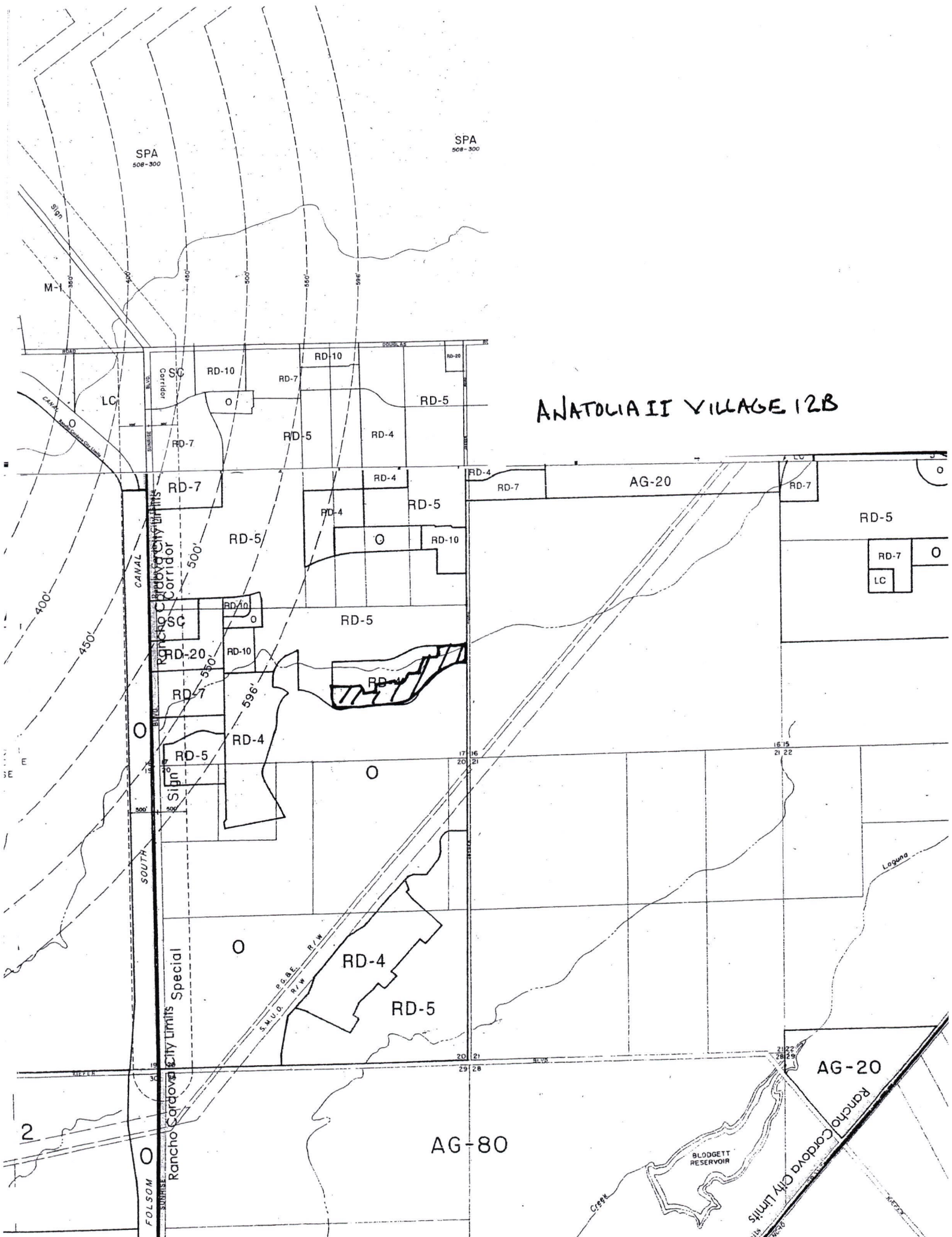
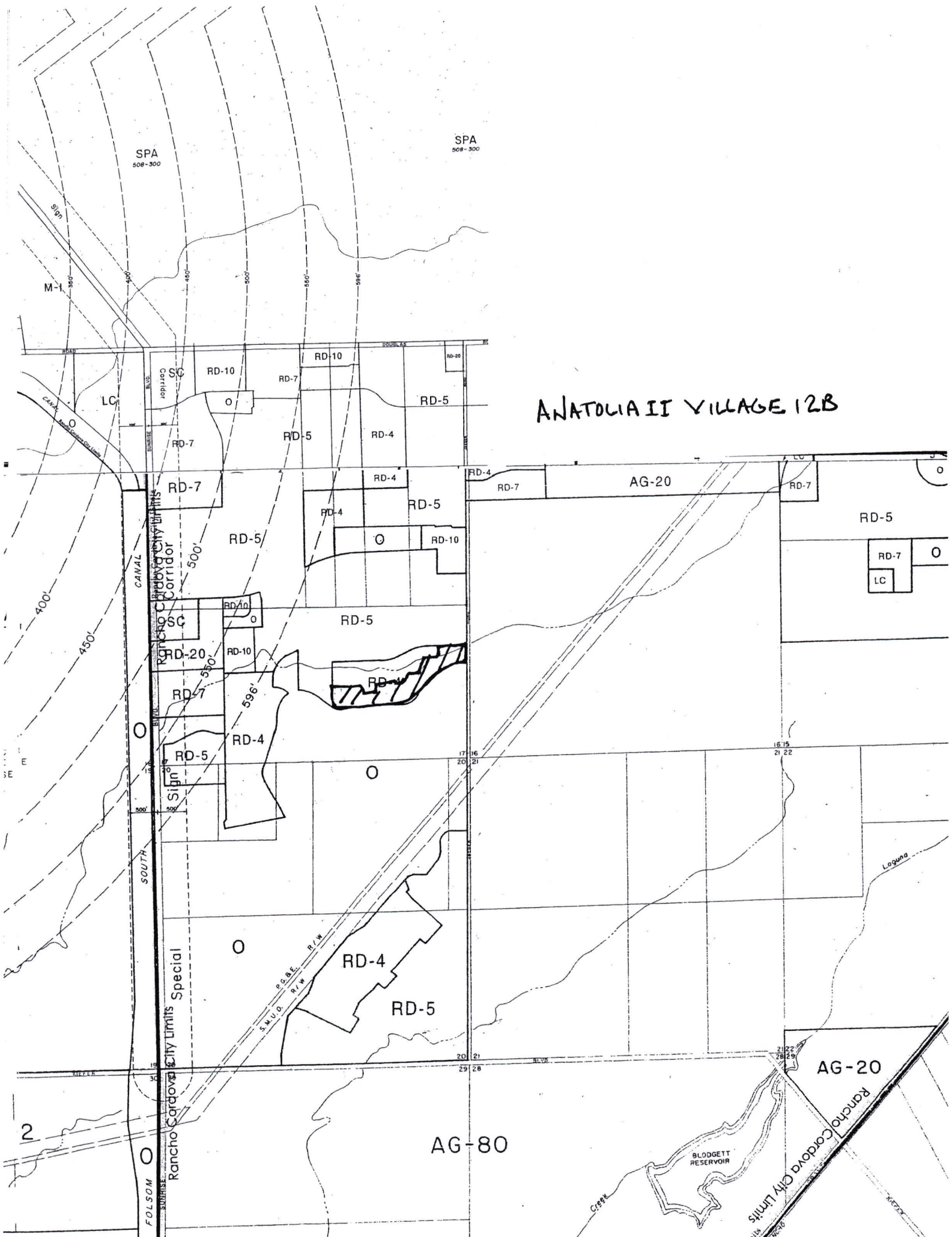
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA II VILLAGE 12B



Memorandum



Agenda date: January 20, 2004
Consent item

TO: Mayor and Council
FROM: Cyrus Abhar, City Engineer
SUBJECT: ANATOLIA II VILLAGE 15 (114 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 15 subdivision, located on the east side of Sunrise Boulevard and approximately 6,500 feet south of Douglas Road.

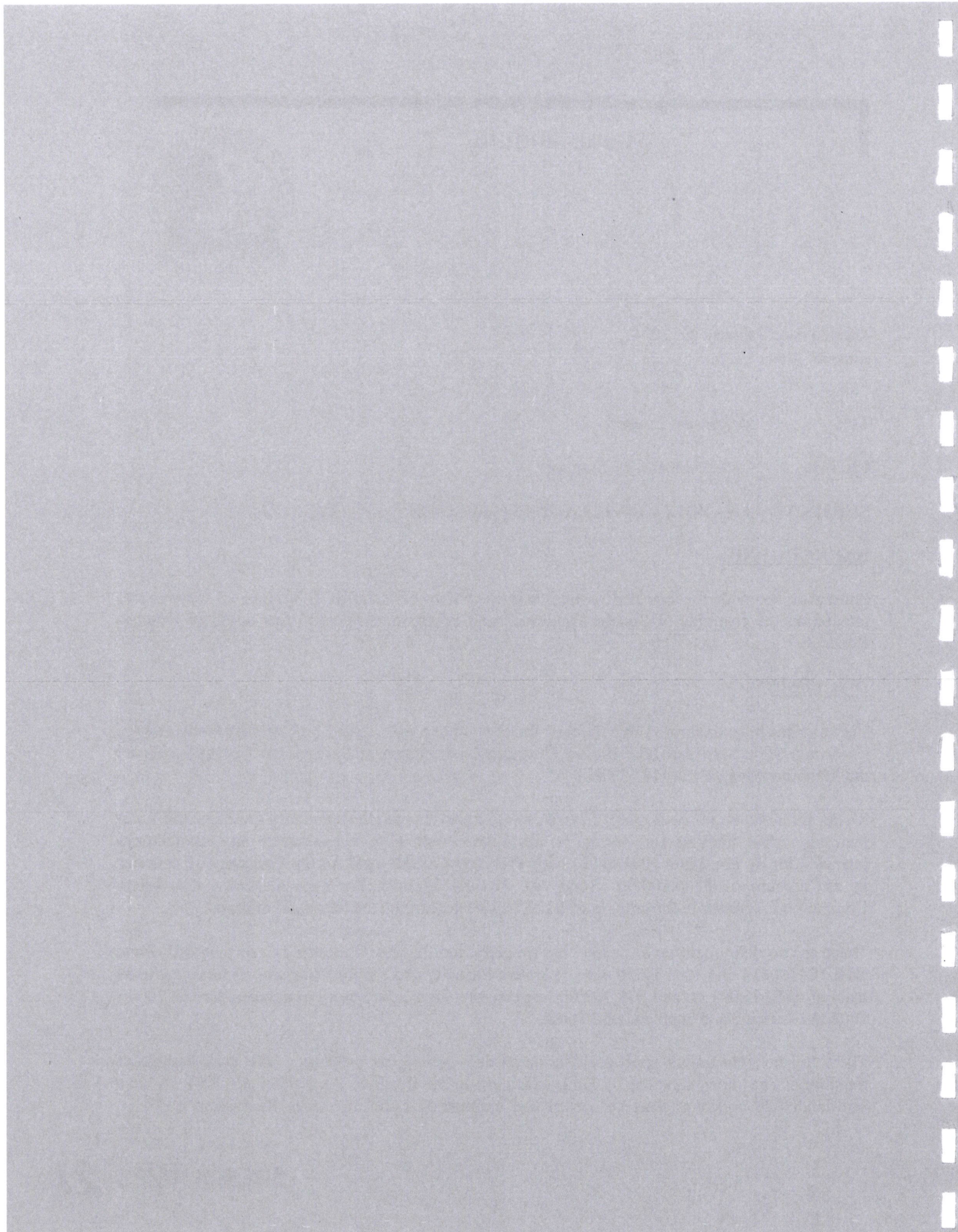
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104184454 with Travelers Casualty and Surety Company of America in the amount of \$746,200.00. Bond No. 104184454 with Travelers Casualty and Surety Company of America in the amount of \$373,100.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. Bond Nos. 104230614 and 104184530 with Travelers Casualty and Surety Company of America in the amount of \$145,991.00 and \$78,703.00 respectively, have satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park



purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Murray Smith and Associates has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on March 26, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cyrus Abhar", written over a horizontal line.

Cyrus E. Abhar, City Engineer

RESOLUTION NO. _____
ANATOLIA II VILLAGE 15 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia II Village 15** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

Linda Budge, Mayor

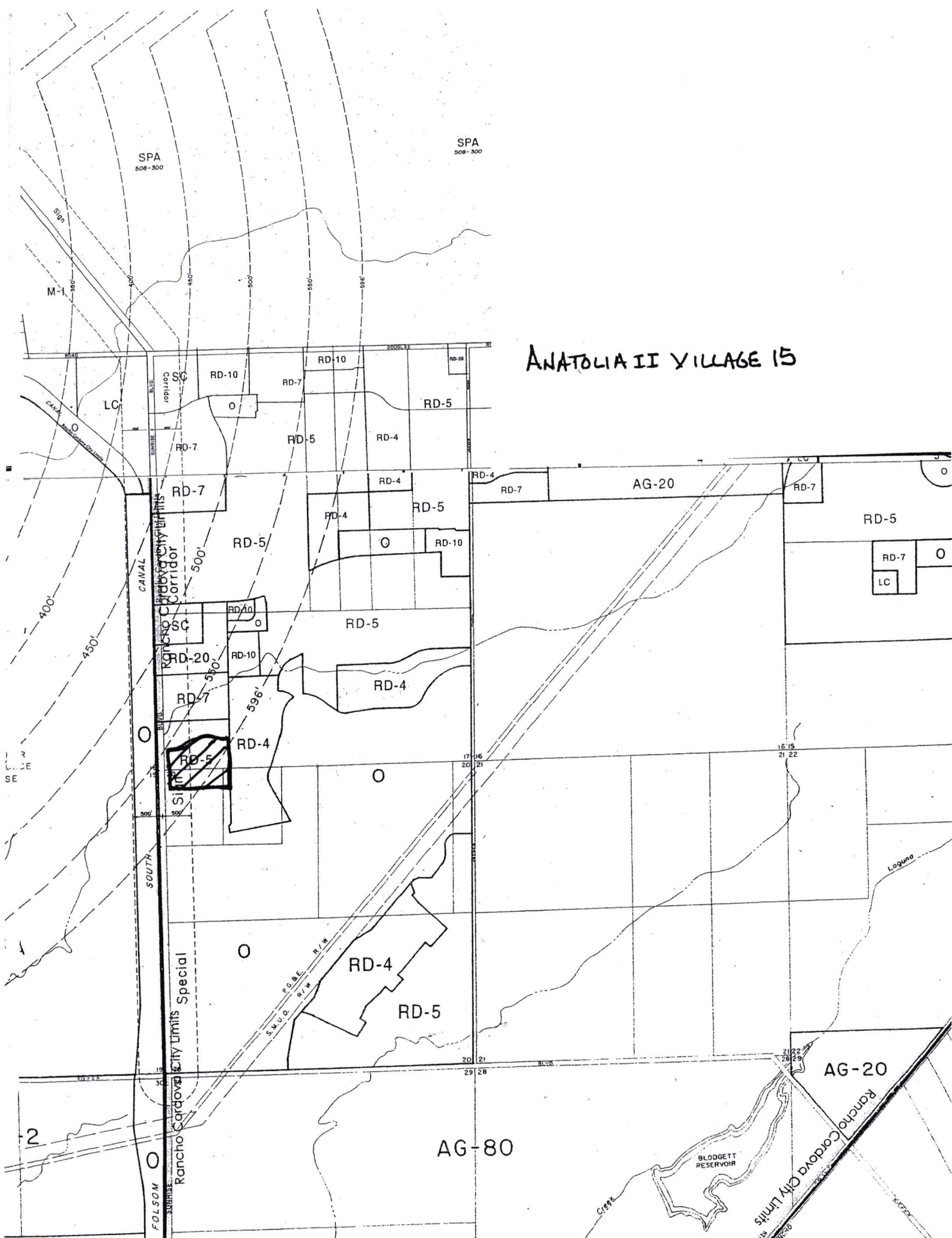
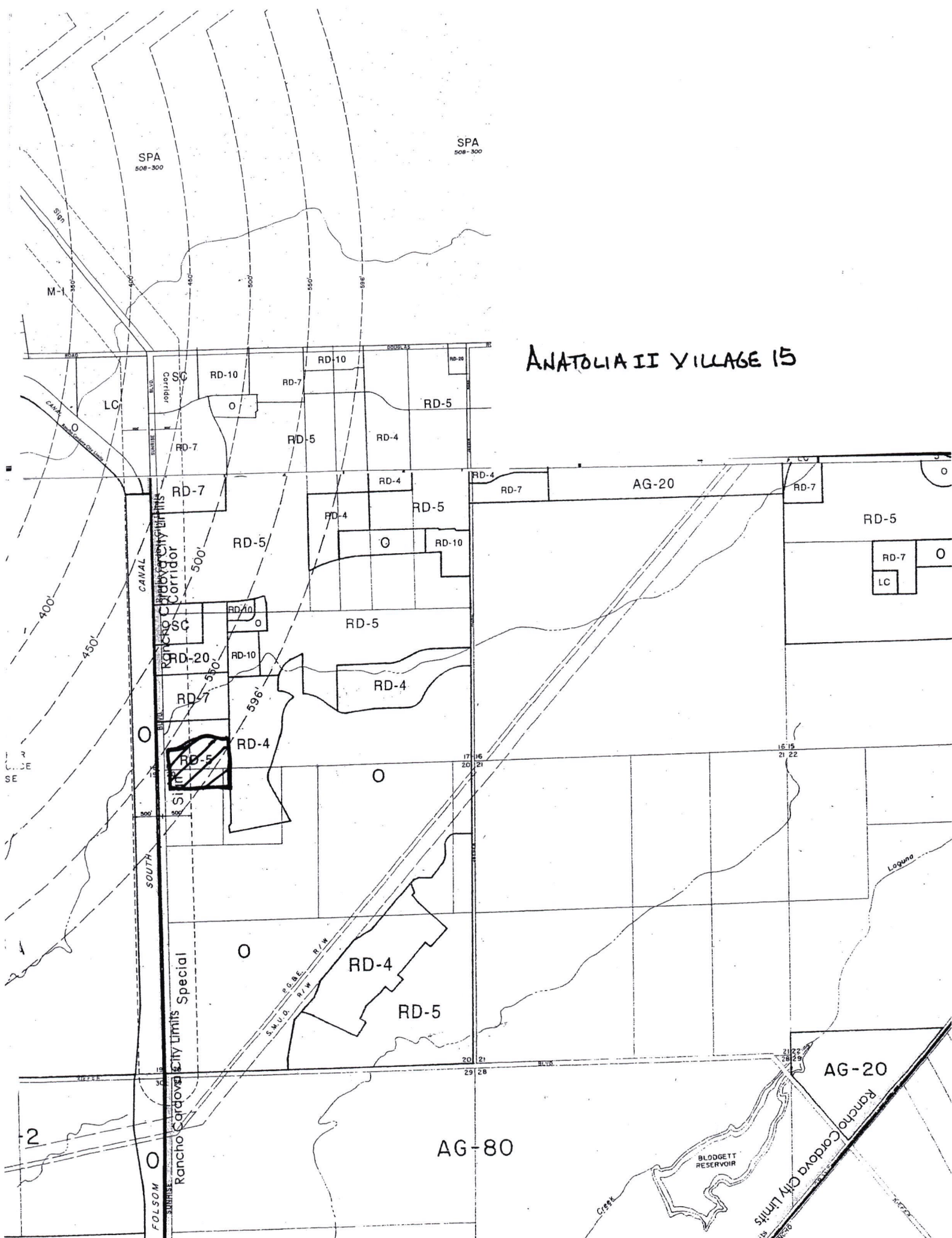
(S E A L)

ATTEST: _____
City Clerk

SPA
508-300

SPA
508-300

ANATOLIA II VILLAGE 15



Memorandum

*Live
Presentation*

Date: January 14, 2004
To: Honorable City Council
From: Gene Albaugh, Finance Director *Gene Albaugh*
Subject: Mid-Year 2003-2004 Budget Update *balanced?*

Recommendation: That the City Council approves the revised 2003-2004 budget.

Background and Discussion:

Soon after incorporation the City adopted a budget with anticipation that mid-year changes would be made. Due diligence has been made by staff in estimating and analyzing data in preparing this update.

Revenue Highlights:

Vehicle License Fees have been reduced to reflect the roll back of fees and the uncertainty of how the back-fill and anticipated refunds will impact the City's stream of fees.

Gas Tax & Measure A Revenue have been transferred to the Road Fund. The amounts have been increased to reflect not only the transfer in but also the anticipated amount of the revenue.

Sales Tax Revenue has been received for only one month and appears to be reasonably close to what was budgeted. Prior to the budget adoption a correction was made due to a large retailer's plans to vacate the City.

Utility Users Tax & Transient Occupancy Tax have been reduced to reflect the current stream of revenues.

Expenditure Highlights:

Staffing changes

The staffing plan as submitted with the original budget is being implemented with the following changes: City Manager's Department is adding a Senior Analyst to assist and study projects and various tasks so that expensive consulting contracts can be reduced. The Finance Department is reclassing the Office Assistant to Accounting Technician which will be a full time position for that department.

City Manager

The City Manager's budget increased because of a change in Professional Services for \$75,000 but a decrease in personnel services due to timing of new employees even though there is an addition of the Senior Analyst.

City Attorney

The budget for the City Attorney as adopted includes pre-incorporation legal fees of \$120,000 for this fiscal year. \$100,000 of pre-incorporation fees were paid after July 1 and \$20,000 was paid before July 1. At the time of the original budget, we didn't have much information of the cost recovery billings that

we would be incurring, so no budget was developed for that. Some of the billings are not immediately recoverable. All the billings, except those that can be applied to Special Revenue Funds are being expensed as "Cost Recovery Legal Fees" in the City Attorney Budget regardless to whether they are recoverable or not. Billings, where the City is holding deposits, such as the Planning Projects, are then recognized as "City Attorney Cost Recovery Revenue". Staff is working with the City Attorney to minimize costs and no change is recommended at this time.

City Clerk

The City Clerk's budget decreased in Personnel amounts due to lag time in hiring.

Finance

The Finance budget was reduced because of the savings in personnel costs again due to lag time in hiring and use of interim staff.

Personnel

The Personnel budget was increased due to Professional Services contracts.

Police Services

The Police Services was increased due to a contract for Professional Services for \$40,000. This consultant will be used during contract negotiation.

Non-Department/General Services

The Contingency line item was reduced to 110,000 instead of 225,000. All other changes were an increase that included: Building Repairs/Maintenance, Office Expense, Office Supplies, Professional Services and Special Events. \$90,000 was added to Capital Outlay for additional furniture and for the improvement made to the outside railings.

Special Revenue Funds

Road Fund: The Public Works Maintenance expenditures of \$1,526,115 were moved from General Fund to Road Fund. This expenditure represents the work being done by the County.

CDF #1 Fund: Proceeds from the issuing of bonds of \$131,306 will be used to fund the expenditures of administering, for reimbursement to the developer, and for cost recovery charges on this activity.

Solid Waste Fund: Cost Recovery charges as well as the Solid Waste Consultant are in this budget.

Financial Impact:

The General Fund Budgeted Revenue versus Expenditures does not balance; expenditures exceed revenue by \$2,411,670. While not a desirable position, due diligence has been applied to all revenues to ascertain their estimated amounts on a conservative basis. State government efforts to balance their budgets have caused uncertainties for cities. Due to a large portion of the 1st Year Transitional Costs being deferred, there will be a positive ending fund balance.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 19-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, CALIFORNIA, AMENDING THE OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE CITY FOR THE FISCAL YEAR JULY 1, 2003 THROUGH JUNE 30, 2004, AND PROVIDING FOR THE APPROPRIATIONS AND EXPENDITURES OF ALL SUMS SET FORTH IN SAID BUDGET.

WHEREAS, the City Manager has submitted to the City Council of Rancho Cordova an adopted budget for the fiscal year July 1, 2003 through June 30, 2004; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same; and

WHEREAS, it is the intention of this Council to adopt this revised budget attached hereto as modified and amended by the City Council at this January 20, 2004, meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

1. hereby amends that certain document referred to herein as "the City of Rancho Cordova 2003-2004 Operating and Capital Improvement Budget".
2. that certain amounts stated in said annual budget are hereby amended to reflect additional appropriations, reductions, personnel positions and adjustments to offices, departments, activities, objects and purposes stated and said monies are hereby authorized to be expended for the purposes and objects specified on the documents attached hereto.
3. all revenues in excess of expenditures and encumbrances as of the close of fiscal year 2003 - 04 not otherwise reappropriated above are hereby appropriated to the general fund reserves on June 30, 2004.

This resolution shall become effective immediately upon adoption.

The City Clerk shall certify to the adoption and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 20th day of January, 2004,
by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor, Linda Budge

ATTEST:

Lillian Hare, City Clerk

**City of Rancho Cordova
Revised Budget Summary 2003 -2004**

Fund	Revenue	Expenditure	1st Year Deferral	Ending Balance
General Fund	22,553,085	(24,964,755)	10,172,059	7,760,389
Special Revenue Funds				
Road Fund	2,754,600	(1,526,115)		1,228,485
Low Income House Fund	61,658			61,658
CDF #1 Fund	131,306	(131,306)		-
Solid Waste Fund	76,000	(87,000)		(11,000) *
Total	\$ 25,576,649	\$ (26,709,176)		\$ 9,039,532

1st Year Deferral based on services provided by County in the first year of City operation as permitted by the Agreement between County and City.

*The Solid Waste Fund will receive a large franchise fee at the awarding of Solid Waste Contract.

City of Rancho Cordova Revenue All Funds - 2003-2004

	<u>Adopted Budget</u>	<u>Revised Budget</u>
<u>GENERAL FUND</u>		
4110 -Property Tax	4,252,000	4,252,000
4120 -Sales Tax	7,457,257	7,457,257
4130 -Franchise Fees	187,500	187,500
4135 -Utility Users Tax	2,367,000	1,998,000
4145 -Motor Vehicle-Lieu Fees	3,617,449	1,911,633
4150 -Transient Occupancy Tax	2,355,000	2,100,000
4160 -Property Transfer Tax	205,000	205,000
4180 -Fines & Forfeitures	55,000	55,000
4210 -Building/Engineering Serv	1,700,000	1,700,000
4230 -Engineering Services	1,842,500	1,842,500
4240 -Planning Dept. - Fees	450,000	450,000
4250 - Legal Fees		16,000
4310 -Interest Income	100,000	49,000
4415 - Cable Television	294,545	294,545
4440 - Housing Conservation	30,000	30,000
4610 - Copies		750
4630 -Donations		1,300
4650 -Misc. Revenues		2,500
4655 - Reimbursed Expense		100
4700 - Gas Tax	526,115	Reclass to Road Fund
4750 - Measure A	1,000,000	Reclass to Road Fund
Total Revenue General Fund	<u>26,439,366</u>	<u>22,553,085</u>
<u>ROAD FUND</u>		
4310 -Interest Income		3,500
4700 - Gas Tax	*	1,377,572
4750 - Measure A	*	1,000,000
4760 - Roadway Fees		<u>373,528</u>
Total Revenue Road Fund	Not Budgeted	<u>2,754,600</u>
		* Source: EPS Forecast for LAFCO report
<u>VERY LOW INCOME HOUSING FUND</u>		
4770 - Low Income Housing		<u>61,658</u>
Total Revenue Very Low Income Housing Fund		<u>61,658</u>
<u>CDF #1 FUND</u>		
4500 - Proceeds CDF #1 - Adm Fees		<u>131,306</u>
Total Revenue CDF #1		<u>131,306</u>
<u>SOLID WASTE FUND</u>		
4130 - Franchise Fees		<u>76,000</u>
Total Revenue Solid Waste Fund		<u>76,000</u>
 TOTAL REVENUE ALL FUNDS	 <u><u>\$ 26,439,366</u></u>	 <u><u>\$ 25,576,649</u></u>

City of Rancho Cordova

General Fund Expenditure Budget Summary

Fiscal year 2003-2004

	<u>Adopted</u>	<u><i>Revised Budget</i></u>
<u>General Fund</u>		
City Council	77,575	77,575
Advisory Boards	11,500	11,500
City Manager	393,341	460,895
City Attorney	450,000	450,000
City Clerk / Elections	229,280	187,929
Finance / Treasurer	240,496	233,097
Personnel Services	34,000	42,500
Planning / Code Enforcement	1,314,000	1,314,000
Building & Safety	1,200,000	1,200,000
Engineering Services	1,985,000	1,985,000
Police Services	9,966,259	10,006,259 *
Public Works(Moved to Road Fund)	1,526,115	0
Animal Care & Regulations	165,800	165,800 *
Non-Departmental/General Services	823,600	807,800
Payment to Other Agencies	8,022,400	8,022,400
Total General Fund	\$ 26,439,366	\$ 24,964,755

* Deferred 1st Year Transition Costs based on cost of services provided by County in first year of City Operation.
(Police Services & Animal Care to be deferred from General Fund
10,006,259 +165,800 = 10,172,059)

Memorandum



Date: January 20, 2003

To: Honorable City Council

From: Cyrus Abhar, City Engineer

SUBJECT: Regional Transit Presentation

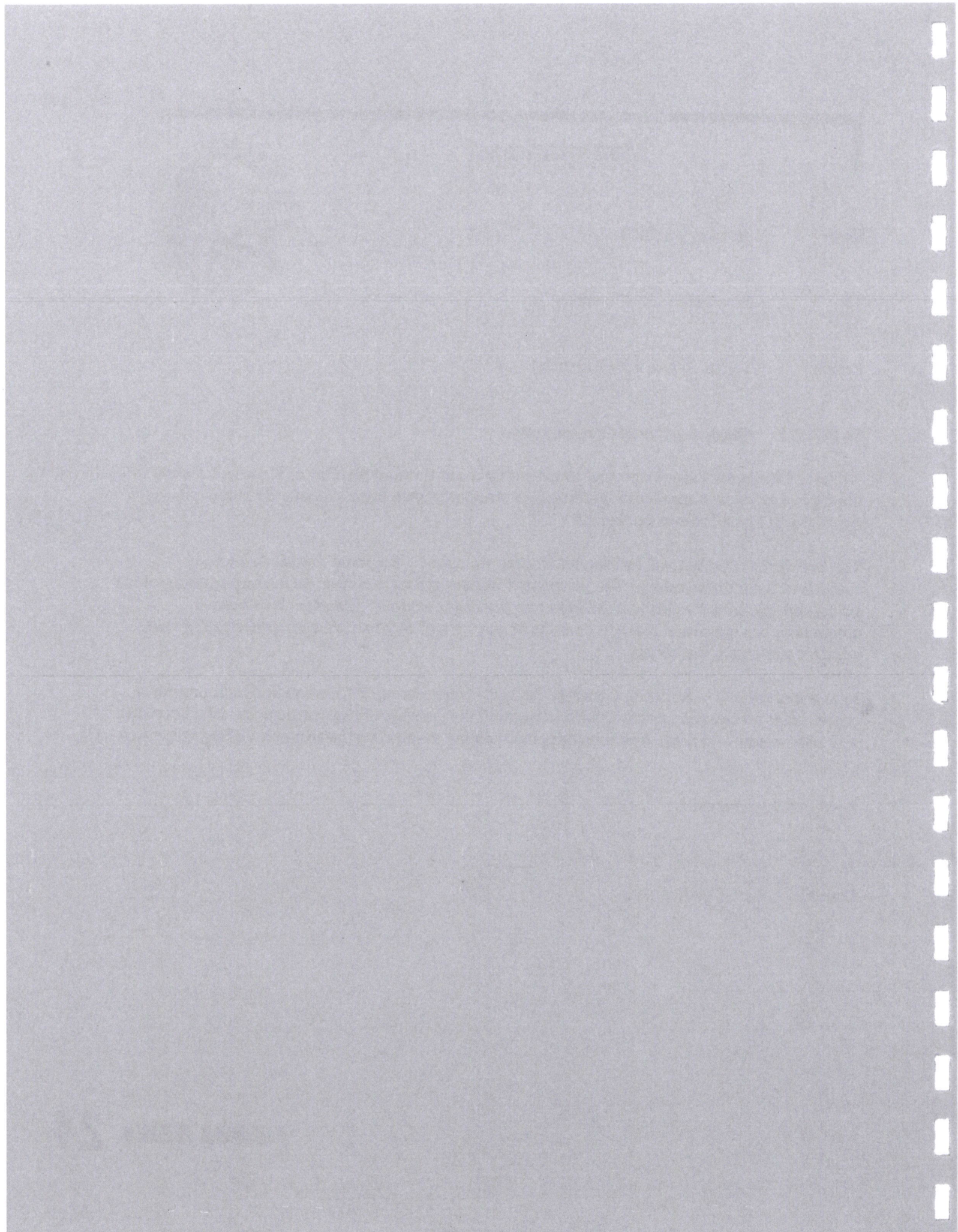
As part of Regional Transit's project to extend light rail through the City of Rancho Cordova to the City of Folsom, a number of building-like structures have been constructed in the railroad right of way along Folsom Boulevard.

The structures referred to as Instrument Houses are used by Regional Transit to enclose equipment for train signaling. The Instrument Houses are located near each street crossing of the tracks and also in the vicinity of the light rail passenger stations. The Rancho Cordova community has expressed concern over the appearance of these structures in the right of way, adjacent to Folsom Boulevard.

John Segerdell, RT's Assistant General Manager - Engineering & Construction, will provide a power point presentation to the Council regarding the purpose of these structures. Mr. Segerdell will also present and discuss various options available to improve the aesthetics of the structures.

Respectfully submitted,

Cyrus E. Abhar, City Engineer



Memorandum

Date: January 12, 2004

To: City Council

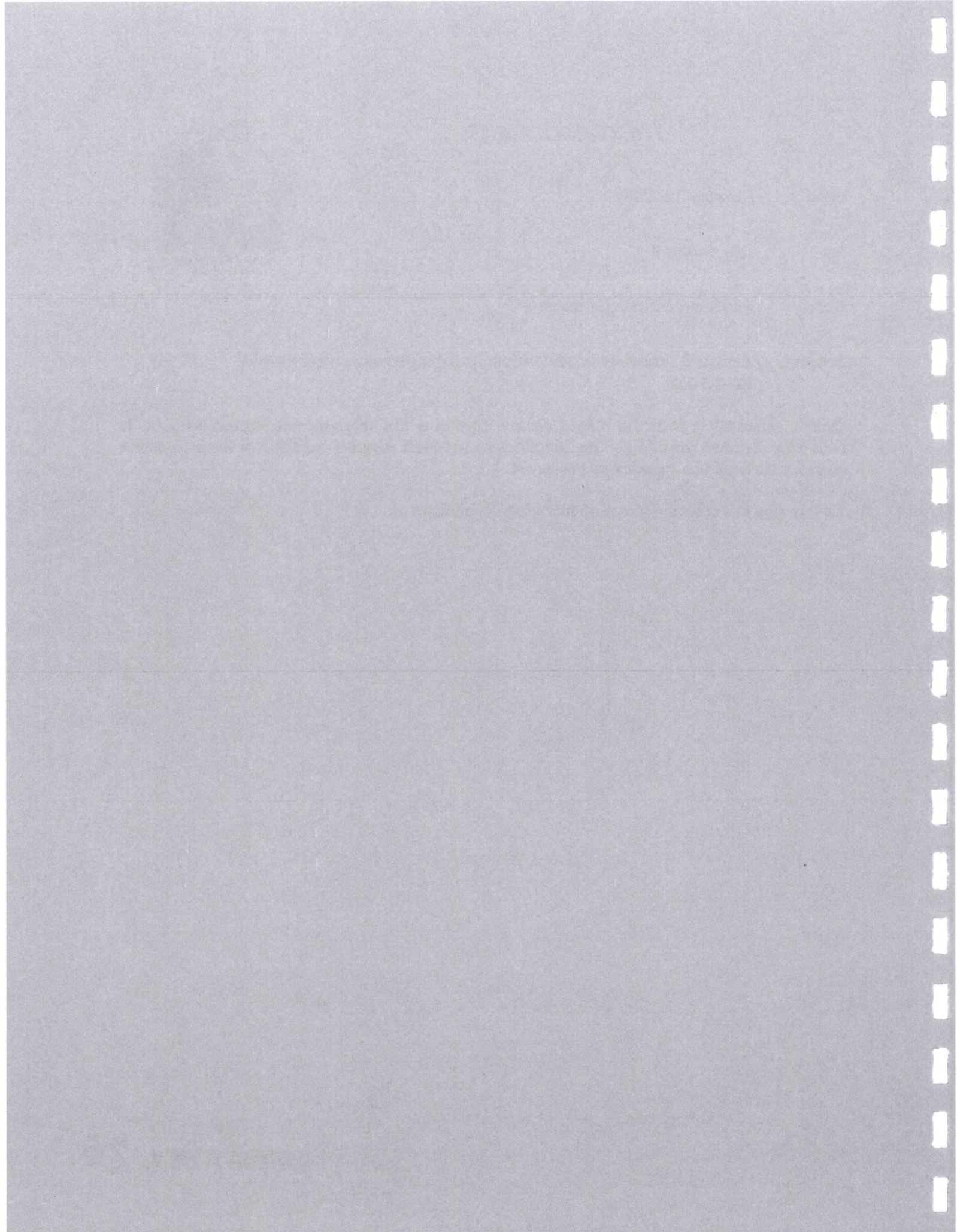
From: Kathleen Franklin, Planning

Subject: Village 8, Anatolia I Subdivision Special Development Permit
RC-03-032



Staff is requesting that the City Council continue the above mentioned item to its February 2, 2004 meeting. The Applicant and Staff require additional time to settle issues raised by the Applicant's request.

Please see the attached e-mail from the Applicant.



Kathleen Franklin

From: Niki Doan [NikiD@aktdev.com]
Sent: Friday, January 09, 2004 3:34 PM
To: kfranklin@cityofranchocordova.org
Cc: Don Barnett (E-mail)
Subject: Anatolia Village #8 SDP Continued till Feb. 2nd

Kathleen,
Please continue the Anatolia-Village #8 SDP for the next City Council hearing on February 2nd, so that we may have time to work with City staff on the design issues.
Thank you.
Niki

Niki Doan
Project Manager
AKT Development Corporation
7700 College Town Dr., Ste. 101
Sacramento, CA 95826
916-383-2500 phone
916-383-0552 fax



City Council Report

Date: January 20, 2004

Project: Letter of Public Convenience and Necessity
File: RC-03-038
Request: Approve a Letter of Public Convenience and Necessity (PCN)
Location: East side of Mather Field Road, between International Drive and White Rock Rd.
APN: 077-0050-014
Planner: Kathleen Franklin, Assistant Planner

<u>OWNER:</u>	<u>APPLICANT:</u>
Tran Hoang P.O. Box 19975 Sacramento, CA 95819	Nishan Singh 11057 Essey Circle Rancho Cordova, CA 95655

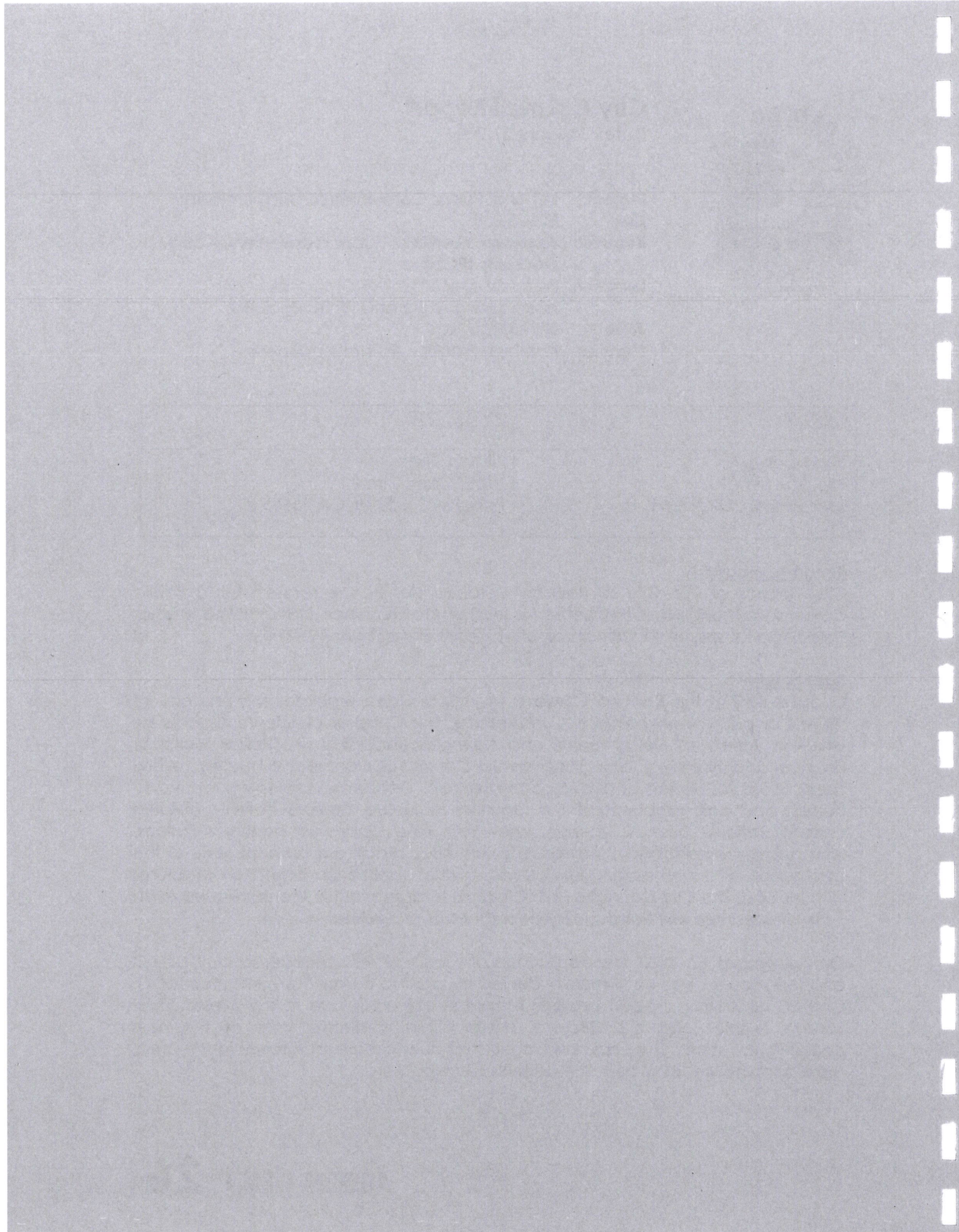
Recommendation

City Council of the City of Rancho Cordova denies the request for a Public Convenience and Necessity Letter for Mather Convenience Store, 3581-B Mather Field Road for a Type 21 Off-sale alcohol license Project No. RC-03-038.

Background

Chapter 4.60 of the Rancho Cordova Municipal Code regulates the issuance of "letters of public convenience." In essence, the Chapter outlines a process by which a variety of Departments and Agencies (including the Police, Building, Finance and Planning, and Sacramento County Environmental Health) review applications for "letters of public convenience." Department review is related to current and past problems at the location, including criminal activity, building code violations, business license renewal, zoning approval, health violations, zoning enforcement and complaints to the ABC. Each department reviews the application and can recommend denial of the application based on problems with the site. The City Council is not obligated to approve the license request even if the business has not violated any department's provisions.

On December 12, 2003 the application of the PCN was considered by CorPAC and the request was unanimously denied by a 10 to 0 vote (see Attachment 1). CorPAC could not support another license in the area, due to the presence of Sonny's Market and the Circle K stores within a quarter mile of the new convenience store. They acknowledged that due to increase growth in the area, additional licenses may become permitted in the future.



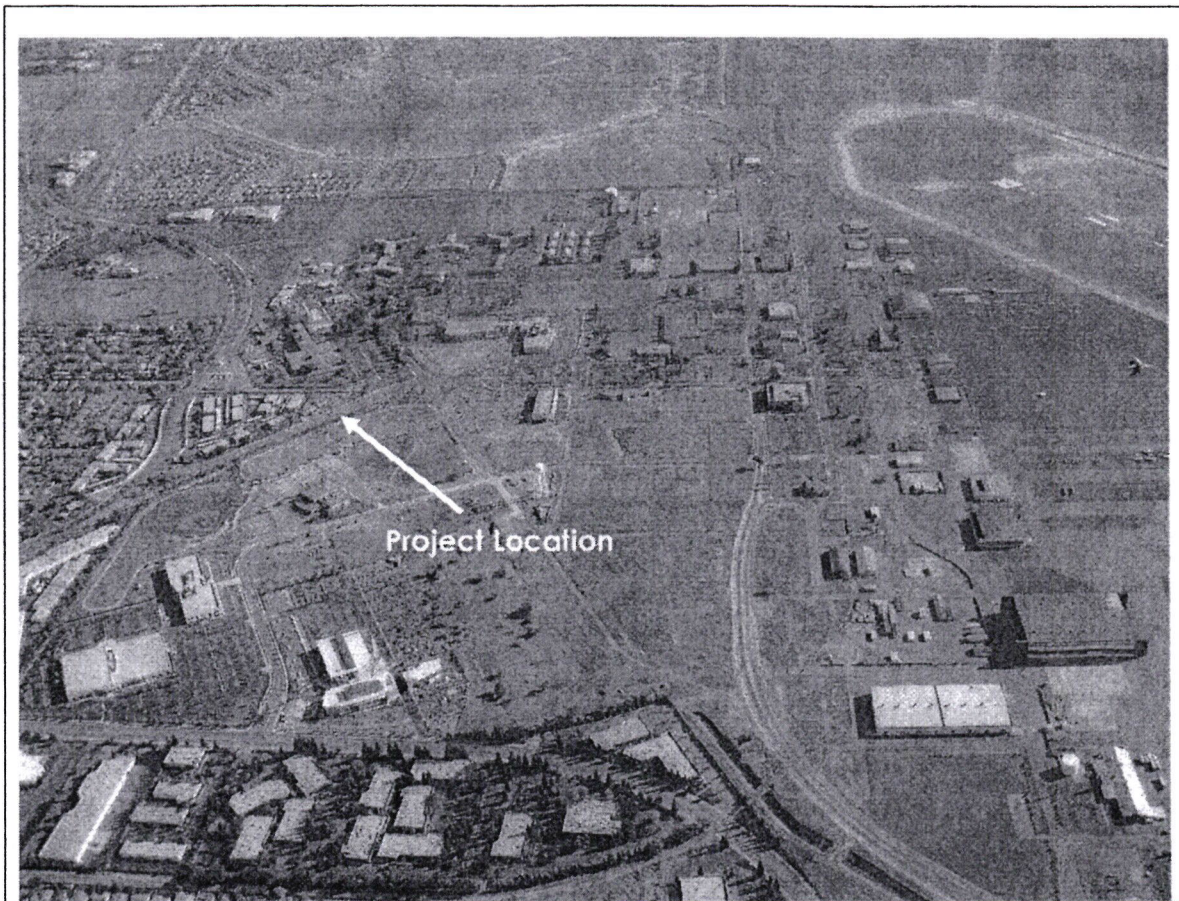


Figure 1 Aerial Location Map

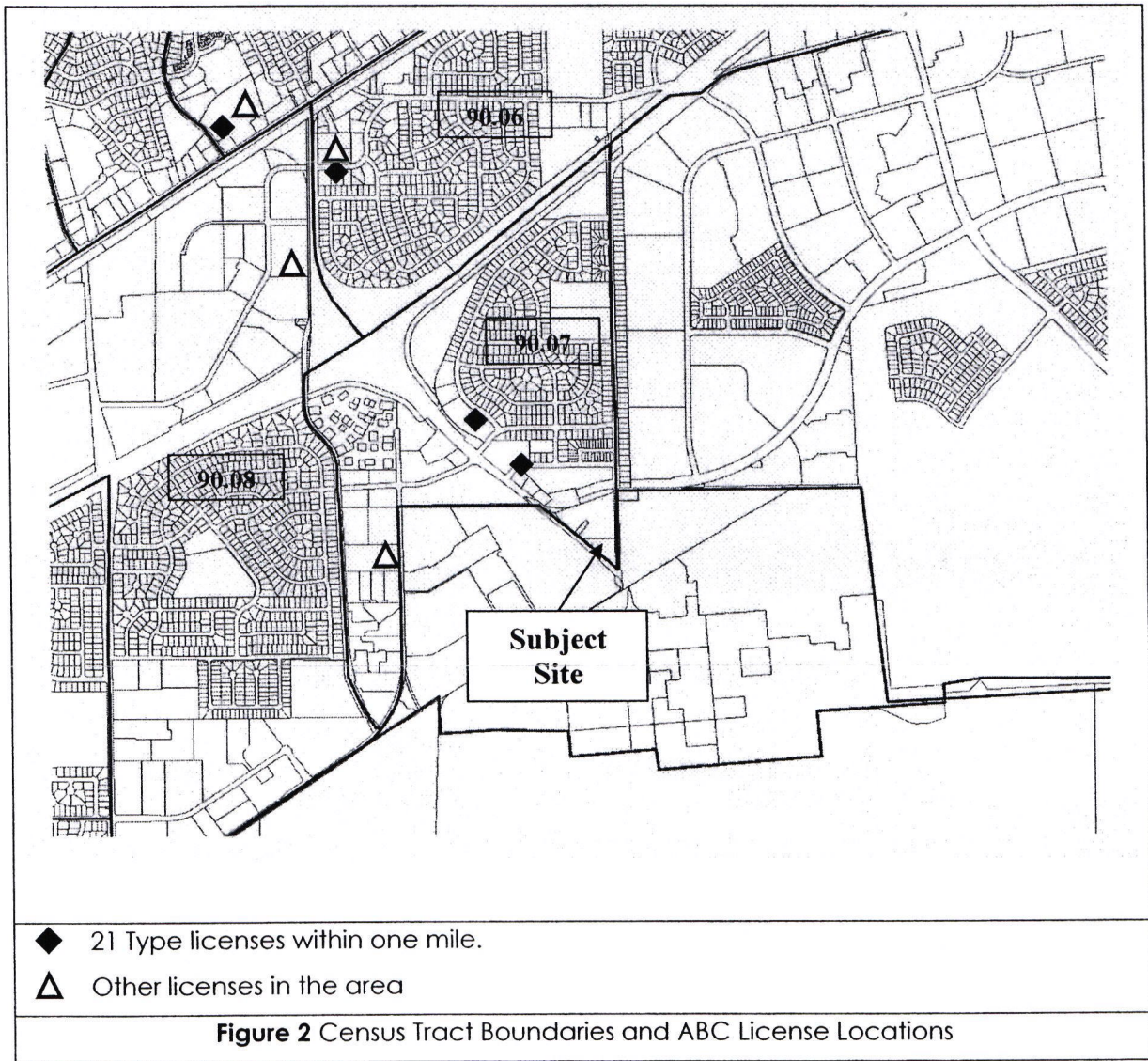
Land Use Relationships with Adjacent Properties

	<u>General Plan Land Use Designation</u>	<u>Zoning and Community Plan Designations</u>	<u>Existing Land Use</u>
Subject Property	Commercial	LC	Commercial
North	Multi-Family	RD-20	Residential
East	Mather SPA	SPA	Hospital
South	Mather SPA	SPA	Commercial
West	Mather SPA	SPA	Mather Sports Center

Analysis:

The Letter of Public Convenience and Necessity offers the City Council the ability to approve, deny, or conditionally approve liquor license applications, when the number of licenses in the area exceeds the standards established by the Department of Alcoholic Beverage Control (ABC). There are no criteria for spacing of these uses or other limitations found within the Code. The Council has the full discretion to approve, deny or approve with conditions the "Letter of Public Convenience" request. These conditions would then be included in the license issued by ABC.

The Convenience Store is located in census tract 90.07. Per ABC's standards for issuing alcohol license, census tract 90.07 is allowed two Type 21 alcohol licenses. ABC's current records indicate that two Type 21 alcohol license have been issued within census tract 90.07. This census tract has been deemed over concentrated by ABC and requires a PCN letter. Figure 2 is a map showing the locations of existing Type 21 off-sale alcohol licenses and others within the immediate area.



The Sgt. Pete James of Sheriff's Department has indicated concerns and opposition to the request. Generally, they do not favor anymore license request in a concentrated area. They are additionally concerned with the proximity of the new license and the alcohol rehabilitation facility, which operates out of the Veteran Medical Center. The City also received a letter from the Cordova Recreation and Parks District opposing the issuance of a license for the numerated reason in their letter (see Attachment 2). No other agency provided information

pro or con, regarding this request. Lastly, the City's Municipal Code states the applicant must demonstrate by *substantial* evidence that the public convenience will be served by the issuance of this license. The applicant has not submitted any evidence stating the reasons this particular license would better serve the public convenience.

Conclusion:

Due to the stated reasons of the CorPAC, Sheriff's Department and Cordova Recreation and Parks District; along with the close proximity of two other similar uses within a quarter mile of the subject site, and the fact that no substantial evidence to support the public need has been supplied by the applicant, staff can not support the applicants request for a "Letter of Public Convenience and Necessity"

Environmental Analysis:

This project has been determined to be exempt from environmental review pursuant to the Guidelines of the California Environmental Quality Act, Section 15301, Class 1, "Existing Facilities".

Financial Implications to City:

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

Recommended Action:

Should the City Council agree with staff's recommendation, the following motion is suggested:

"I move that the City Council deny the request for a "Letter of Public Convenience and Necessity" for Nishan Singh, dba, Mather Convenience Store, located at 3581B Mather Field Road, and direct staff to forward the City Council's determination to the office of Alcohol Beverage Control".

Attachments:

1. CorPAC Referral
2. Cordova Recreation and Parks District Letter
3. Applicant's application

- revenue - jobs - remodel.
- did construction for store, groceries - coffee - dairy - small sandwiches -
- bldg was a piece of junk
- not in barber shop.
- talking to Zumba Juice?

Nishan Singh

- good modern store.
- has Subway at that location.
- needs a grocery store
- people around their asked for it.
- could not sell later w/o license.
- 3-4% of alcohol sales

COMMUNITY COUNCIL REFERRAL

PROJECT NAME: Mather Convenient Store
CorPAC Meeting Date: December 11, 2003

PROJECT NO.: RC-03-038
DATE: November 10, 2003

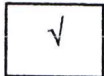
APPLICANT: Nishan Singh
ADDRESS: 11057 Essey Circle
Mather, CA 95655

A.P.N.: 077-0050-014
CONTACT PERSON: Nishan Singh
TELEPHONE: 916-370-1670

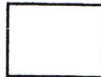
ZONING: LC
COM. PLAN:
GEN. PLAN: Industrial

REQUEST: Request for a Letter of Public Convenience and Nuisance.

CITY OF RANCHO CORDOVA



PRIMARY COMMUNITY COUNCIL
Cordova



~~ADJACENT COMMUNITY COUNCIL~~

(If Applicable)

REVISED APPLICATION: ☐

DATE: _____

HEARING BODY: Council

PLANNING DEPT.

RETURN BY:

PROJECT MANAGER: Kathleen Franklin

ADVISORY COUNCIL COMPLETE THIS SECTION - PLEASE PRINT OR TYPE

1. Meeting date(s) at which proposal discussed: 12/11/2003
2. Number of council members present: 10 Quorum: Yes X No _____
3. Applicant notified of meeting(s): Yes X No _____ Applicant Present: Yes X No _____
4. Neighbors Contacted: Yes _____ No X
5. Is the proposal compatible with the area or neighborhood in which proposed: Yes X No _____
6. Summarized neighborhood response or reaction: NONE

7. Council motion on proposal: RECOMMEND DENIAL OF PROJECT
8. Council vote on motion: for 0 against: 10 abstained 0 absent 1
9. Comments on recommendation:
AREA IS OVERCONCENTRATED (PER ALCOHOL LICENSES). ACKNOWLEDGED THAT
GROWTH HAS OCCURRED IN AREA (I.E. MATHER), SO MARKET MAY BE OK,
DESPITE OVERCONCENTRATION. (NO LISTING OR MAP AVAILABLE OF OTHER LICENSES.)

Theresa Volk
Chairperson or Secretary

12/11/03
Date

FOR ADDITIONAL SPACE PLEASE USE REVERSE SIDE

Return to: CITY OF RANCHO CORDOVA
PLANNING DEPARTMENT
3121 Gold Canal Drive
Rancho Cordova, CA 95670



Cordova Recreation & Park District
2197 Chase Drive • Rancho Cordova, CA • 95670-2098

RECEIVED

JAN 07 2004

**RANCHO CORDOVA
PLANNING**

October 23, 2003

Department of Alcoholic Beverage Control
Attn: Helen Lund Lim, Investigator
3321 Power Inn Road, Suite 230
Sacramento, CA 95826

RE: Objection to issuance of ABC License to Madra, Vandna & Singh, Nishan
At Mather Convenience Store

Dear Ms. Lim,

The Cordova Recreation Park District, the owners of the Mather Sports Center located at 3755 Schriever Way, Mather, CA, strongly objects to the issuance of an Alcoholic Beverage License to the owners of the Mather Convenience Store, Madra, Vandna and Singh, Nishan, 3581 Mather Field Road, Suite B, Rancho Cordova, CA 95670.

The primary reasons for this objection is that the Mather Sport Center is: (1) Located approximately 150 feet (outside boundary) from the Store, (2) There are numerous children on the premises on a regular basis, and (3) Our participants and spectators may purchase alcoholic beverages from this store and take them back to our facility. Alcohol consumption may lead to disorderly problems and contribute to trash problems for our facility. While alcohol is not banned in our facilities, it is strongly discouraged for athletic events such as those held at the Mather Sports Center.

Thank you for allowing us the opportunity to respond to this application.

Sincerely,

Jerry Steinke
District Administrator

California Home

Friday, Dec

Welcome to *California*[Alcoholic Beverage
Control Home](#)[Executive Staff](#)[About Us](#)[ABC Licensing](#)[ABC Special Programs](#)[Small Business
Opportunities](#)[District Offices](#)[Frequently Asked
Questions](#)

- [En Español](#)



DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

LIST OF LICENSE TYPES

TEMPORARY LICENSES

License Code	Description of License
30	Temporary Retail Permit
31	Special Daily License (Temporary Beer or Wine)
32	Daily Beer
33	Daily Wine
34	Daily Beer and Wine
37	Daily On-Sale General

OTHER LICENSES

License Code	Description of License
01	Beer Manufacturer
02	Winegrower
03	Brandy Manufacturer
04	Distilled Spirits Manufacturer
05	Distilled Spirits Manufacturer's Agent
06	Still
07	Rectifier
08	Wine Rectifier
09	Beer and Wine Importer
10	Beer and Wine Importer's General
11	Brandy Importer
12	Distilled Spirits Importer
13	Distilled Spirits Importer's General
14	Public Warehouse
15	Customs Broker
16	Wine Broker

- ☐ [ABC](#)
- ☒ [My CA](#)
- ☐

17	Beer and Wine Wholesaler
18	Distilled Spirits Wholesaler
19	Industrial Alcohol Dealer
20	Off-Sale Beer and Wine
21	Off-Sale General
22	Wine Blender
23	Small Beer Manufacturer
24	Distilled Spirits Rectifier's General
25	California Brandy Wholesaler
26	Out-of-State Beer Manufacturer's Certificate
27	California Winegrowers Agent
28	Out-of-State Distilled Spirits Shipper's Certificate
29	Winegrape Grower's Certificate
40	On-Sale Beer
41	On-Sale Beer and Wine for Bona Fide Public Eating Place
42	On-Sale Beer and Wine for Public Premises
43	On-Sale Beer for Train
44	On-Sale Beer for Fishing Party Boat
45	On-Sale Beer and Wine for Boat
46	On-Sale Beer and Wine for Airplane
47	On-Sale General for Bona Fide Public Eating Place
48	On-Sale General for Public Premises
49	On-Sale General for Seasonal Business
50	On-Sale General for Club
51	Club
52	Veterans' Club
53	On-Sale General for Train
54	On-Sale General for Boat
55	On-Sale General for Airplane
56	On-Sale General for Vessel of more than 1,000 tons burden
57	Special On-Sale General
58	Caterer's Permit
59	On-Sale Beer and Wine for Seasonal Business
60	On-Sale Beer for Seasonal Business
61	On-Sale Beer for Public Premises
62	On-Sale General Bona Fide Public Eating Place Intermittent Dockside Vessel
63	On-Sale Beer and Wine for Hospital
64	Special On-Sale General Theatre
65	Special On-Sale Beer and Wine, Symphony

66	Controlled Access Cabinet Permit
67	Bed and Breakfast Inn
68	Portable Bar
69	Special On-Sale Beer & Wine Theater
70	On-Sale General Restrictive Service
75	On-Sale General Brew-Pub
76	On-Sale General Maritime Museum Association
77	Event Permit
78	On Sale General Wine, Food and Art Cultural Museum
79	Certified Farmers' Market Sales Permit
80	Special On-Sale General Bed and Breakfast Inn

[Back to Top of Page](#)

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City of RANCHO CORDOVA

PLANNING APPLICATION FORM

Type of application:

- ☐ General Plan Amendment ☐ Parcel Map (1-4 lots)
☐ Development Plan/Design Review ☐ Conditional Use Permit
☐ Specific Plan Amendment ☐ Variance (must submit Variance Supplemental Form)
☐ Rezone ☐ Boundary Line Adjustment
☐ Tentative Tract Map (5+ lots) ☒ Other: Letter of PCN

CITY USE ONLY

Application No: RC-03-035

Date submitted:

Rec'd by: KFFee 358

Note: Attach fee worksheet to Application form

Revised: 9/24/03

Property Information

Project Name

MATHER CONVENIENT STORE

Assessor's Parcel No:

77-0650-014

Property Address/Location:

3581-B MATHER FIELD RD R.C

Existing General Plan/Zoning:

LC

Gross Acres:

1600 SQ FT

Project Detail: (submit separate attachment if necessary)

Request for Letter of PCN

Existing Use of the Property:

NO

Water Supply (Provider):

CITY OF RANCHO

Sewage Disposal (Provider):

SEPTIC TANK

Electric/Gas Service (Provider):

SMUDVoted no-

Contact Information

Property Owner:

Name: TRAN HOANG
Contact: 916-213-7211
Address: P.O. Box 19975
City, Zip: SACRAMENTO, 95819
Phone: 916-213-7211
Fax: 916-689-6067 *9
E-mail: _____

Applicant:

Name: NISHAN SINGH
Contact: 916-370-1670
Address: 11057 ESSEY CIR
City, Zip: MATHER, CA 95255
Phone: 916-370-1670
Fax: 916-369-0136
E-mail: nishan@sbcglobal.net

Agent:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____

Other:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

Interdepartmental Meeting Acknowledgement

I (We) hereby acknowledge that the Planning Division will coordinate an interdepartmental meeting to provide an opportunity to discuss the proposed conditions of approval and resolve any issues, concerns and/or make modifications to the proposed conditions. I (We) have the option to decline attendance of the meeting in writing and understand that I (We) may not be given the opportunity to request modifications to the conditions of approval once the project has been scheduled for a public hearing. I (We) understand that if a request is made to modify or add a condition(s) of approval once a public hearing is scheduled, the project may be continued to a future hearing date.



Applicant Signature

10/04/03

Date



Property Owner Signature

10/04/03

Date

Hazardous Waste Affidavit

Government Code Section 65962.5 requires each applicant for any development project to consult the State Hazardous Waste and Substance Sites List. Based on this list (available from the Planning Division of the Community Development Department) the applicant is required to submit a signed statement to the City of Rancho Cordova indicating whether the project is located on a site which is included on the list before the City accepts the application as complete. If the project site is listed by the State as a hazardous waste or substance site, the applicant must fully describe the nature of the attached hazard and potential impacts in the Initial Study, Part I. In either situation the applicant must complete and sign the Affidavit in the space below.

I have been informed by the City of Rancho Cordova of my responsibilities pursuant to Section 65962.5 to notify the City as to whether the site for which a development application has been submitted is located within an area which has been listed as the location of a Hazardous Waste or substance Site by the Office of Planning and Research, State of California.

- ☐ The project site is located in an area listed as a Hazardous Waste or Substance Site.
- ☐ The project site is not in an area listed as a Hazardous Waste or Substance Site.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

[Signature]
Applicant Signature

10/04/03
Date

Agreement and Representations of Applicant

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

1) Applicant(s) acknowledge and agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. [Signature] (Initial)

2) Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). [Signature] (Initial)

3) Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document I accept the posting of public notices regarding the proposed project at the project site. [Signature] (Initial)

4) Applicant(s) agree to defend, indemnify and hold harmless the City of Rancho Cordova ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant. [Signature] (Initial)

5) Applicant(s) acknowledge and agree that the Fees (hereinafter "Funds") paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agrees that there shall always remain on deposit with the City sufficient Funds to cover the anticipated costs to be incurred with the Application Process for a period of thirty (30) business days. In the event, for any reason, a City request for further deposit of Funds from Applicant(s) is not fully satisfied, within thirty (30) business days the City shall cease processing of this application and the related project, and shall record the failure to make the requested deposit of Funds as the Applicant(s)' request to cease processing the application. In addition, should the Funds on deposit ever fall below an amount, estimated by the City in its sole discretion, sufficient to cover the anticipated costs to be incurred in the Application Process for a period of thirty (30) business days, the City shall cease processing of the application and cancel same, and shall record the lack of Funds as the Applicant(s)' request to cease processing the application. The advance of Funds shall not be dependent upon the City's approval or disapproval of the Applicant(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). NP (Initial)

6) Applicant(s) acknowledges and agrees that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. NP (Initial)

7) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. NP (Initial)

8) This Application shall be a public record. NP (Initial)

9) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. NP (Initial)

IT IS SO AGREED:

[Signature]
Applicant Signature

10/04/03
Date

[Signature]
Property Owner Signature

10/4/03
Date

**CITY OF RANCHO CORDOVA
PLANNING****LETTER OF AUTHORIZATION**

This form shall serve to notify the City of Rancho Cordova that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm

Nishan SINGH

Address

11057 ESSET Cir

City/State/Zip

MATHER, CA, 95655

Phone

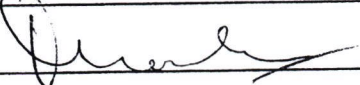
916-369-7123 (H) 916-370-1670 (Cell)**Applications:**P.C.N.**Legal Owners:**

I we/are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

Printed Name

XUAN Tran

Signature



Date

10/4/03

Printed Name

Signature

Date

Printed Name

Signature

Date

A letter signed by the property owner(s) may be submitted in lieu of this form.
The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.

16-Dec-2003
09:29:19

List Of All ABC Licenses
Rancho Cordova/unincorp 3400/by census tract

File Geo Num Dist Type	Type Status	Type Orig Iss Date	Expire Date	Census Tract	Primary Name Prem Street Address	DBA Mailing Address
294368 3400 41 23	ACT	20-MAY-94	30-APR-04	0090.06	SEHAT MOSTAFA 2929 MATHER FIELD RD RANCHO CORDOVA	STRAW HAT PIZZA CA 95670
391609 3400 48 23	ACT	22-JAN-03	31-DEC-03	0090.06	LVC CO 3030 MATHER FIELD RD F RANCHO CORDOVA	LOUIES COCKTAIL LOUNGE 1741 REED AVE WEST SACRAMENTO CA 95605
365801 3400 21 23	ACT	16-MAY-00	30-JUN-04	0090.07	SINGH PIARA 3291 MATHER FIELD RD RANCHO CORDOVA	SONNYS MARKET CA 95670
403522 3400 21 23	ACT	15-OCT-03	30-JUN-04	0090.07	KAYO OIL COMPANY 3329 MATHER FIELD RD RANCHO CORDOVA	CIRCLE K 76 2705436 P O BOX 52085 PHOENIX AZ 85072-2085
383668 3400 20 23	ACT	22-APR-02	30-JUN-04	0090.08	7 ELEVEN INC 10246 MILLS STATION RD RANCHO CORDOVA	7 ELEVEN STORE 2235 14098 P O BOX 2245 BREA CA 92822-2245
386264 3400 20 23	ACT	11-OCT-02	30-JUN-04	0090.08	BP WEST COAST PRODUCTS LLC 2896 ZINFANDEL DR RANCHO CORDOVA	ARCO AM PM 5102 4 CENTERPOINTE DR LA PALMA CA 90623
212992 3400 20 23	ACT	15-APR-88	29-FEB-04	0090.08	TOOLEY OIL COMPANY 3050 ZINFANDEL DR RANCHO CORDOVA	2543 NORTHROP AVE STE A SACRAMENTO CA 95825
397470 3400 41 23	ACT	07-APR-03	31-MAR-04	0090.08	MDNM LYONS INC 10717 WHITE ROCK RD RANCHO CORDOVA	LYONS 435 731 W SAN MARCOS BLVD STE 124 SAN MARCOS CA 92069
330207 3400 47 23	ISUS	22-AUG-97	31-JUL-04	0090.08	NEELUM HOTELS INC 10701 FOLSOM BLVD RANCHO CORDOVA	BOSTONS GARDEN HOTEL 220 HARDING BLVD ROSEVILLE CA 95678
403516 3400 20 23	ACT	15-OCT-03	30-JUN-04	0090.09	KAYO OIL COMPANY 11079 FOLSOM BLVD RANCHO CORDOVA	CIRCLE K 76 2705667 P O BOX 52085 PHOENIX AZ 85072-2085
275830 3400 20 23	ACT	05-OCT-92	30-JUN-04	0090.09	PNS STORES INC 10995 OLSON DR RANCHO CORDOVA	BIG LOTS 4250 300 PHILLIPI RD COLUMBUS OH 43228

DECLARATION OF SERVICE BY MAIL

ABC 207F (1/02)

Complete this form, attach the original Form ABC-207E and return to ABC office listed below. Refer to Instructions, Form ABC-528, for more information.

ABC District Office:

Department of Alcoholic Beverage Control
3321 Power Inn Road
Suite 230
Sacramento, CA 95826
(916) 227-2002

Applicant(s) Name(s):

MADRA VANDNA

SINGH NISHAN

Premises Address:

3581 MATHER FIELD RD STE B
RANCHO CORDOVA, CA 95670

I, Nishan Singh, do hereby declare that on 10/5/03, I served by mail upon each ☒ resident of real property ☒ owner of real property within a 500-foot radius of the above-designated premises, by depositing in the United States Mail, with postage fully prepaid, a sealed envelope containing a true copy of the Notice of Intention to Engage in the Sale of Alcoholic Beverages (ABC-207E), a copy of which is attached hereto, giving the name(s) of the applicant(s), the type(s) of license(s) applied for, the address of the premises where the business is to be conducted, addressed to the resident/occupant for each of the following addresses (If more space is needed, use reverse or attach a separate sheet):

ADDRESS

CITY

ZIP CODE

~~3545~~
3545 Mather field Rd, Rancho Cordova, 95670
apt # 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123
124, 125, 126, 127, 128, 25, 26
27, 28, 29, 30, 31, 32, 97, 98, 99, 100, 101, 102, 103
104, 105, 106, 107
Continued on reverse
or on attachment

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Rancho Cordova California, this 5th day of Oct-2003

(Signature)

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

LOU BLANAS

Sheriff

January 13, 2004

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

Dear Mr. Campbell:

The Sacramento Sheriff's Department opposes the issuance of a liquor license to the Mather Convenience Store located at 3581 Mather Field Road for the following reasons:

Over concentration of liquor licenses

The Census Tract where the proposed store is located (90.07) is authorized two Off-Sale licenses (per the Alcoholic Beverage Control). There are currently four:

<u>License Number</u>	<u>Name</u>	<u>Address</u>
187792	Circle K	3329 Mather Field Rd.
365801	Sonny's Market	3291 Mather Field Rd.
348160	Friend Wine Marketing	10419 Old Placerville Rd.
392849	Friend Family Wine Company	10419 Old Placerville Rd.

Close proximity to two other alcohol retail establishments

This proposed store is approximately 1,225 feet from the Circle K, and approximately 1,900 feet from Sonny's Market. These two locations have accounted for 33 calls for service in the last 6 months. These calls include reports of robbery, assaults, domestic violence, trespassing, suspicious people, and general disturbances.

Another retail alcohol location in close proximity will not benefit the area and is likely to attract the same type of problems, thereby demanding services from the Sheriff's Department.

Close proximity to Sacramento County's Transitional Housing at Mather

The proposed store is located less than 1,620 feet from an treatment and housing area where individuals are attempting to overcome their alcohol and drug additions. Providing alcohol so convenient may be counterproductive to the goals and objectives of that facility and its participants.

Bill Campbell
January 13, 2004
Page 2

Close proximity to the Veteran's Hospital

The proposed store is located less than 650 feet from the front doors of this hospital, which provides in-patient and outpatient alcohol and psychiatric treatment. Providing alcohol so convenient may be counterproductive to the goals and objectives of that facility and its participants.

If you have any questions please feel free to contact me at 875-9603.

Very truly yours,

SHERIFF LOU BLANAS

Captain George B. Anderson
Commander, East Division

cc: Ted Gaebler, City Manager
Paul Junker, Planning Director



City Council/Planning Agency Report

Date: January 20, 2004

Project: Anatolia Village 7
File: RC-03-031
Request: Special Development Permit and
Development Plan Review for Model Homes in
Anatolia Village 7, Anatolia I Subdivision.
Location: East of Sunrise Blvd. south of Douglas Road in
Anatolia I Subdivision, within the SunRidge
Specific Plan
APN: 067-0041-021
Planner: Kathleen Franklin

*Map approved
on
consent*

APPLICANT/OWNER/DEVELOPER:	Architect
U.S. Home Corporation 2366 Gold Meadow Way #200 Gold River, CA 956704	Bloodgood Sharp Buster 1117 Winfield Way, Suite 110 El Dorado Hills, CA 95762

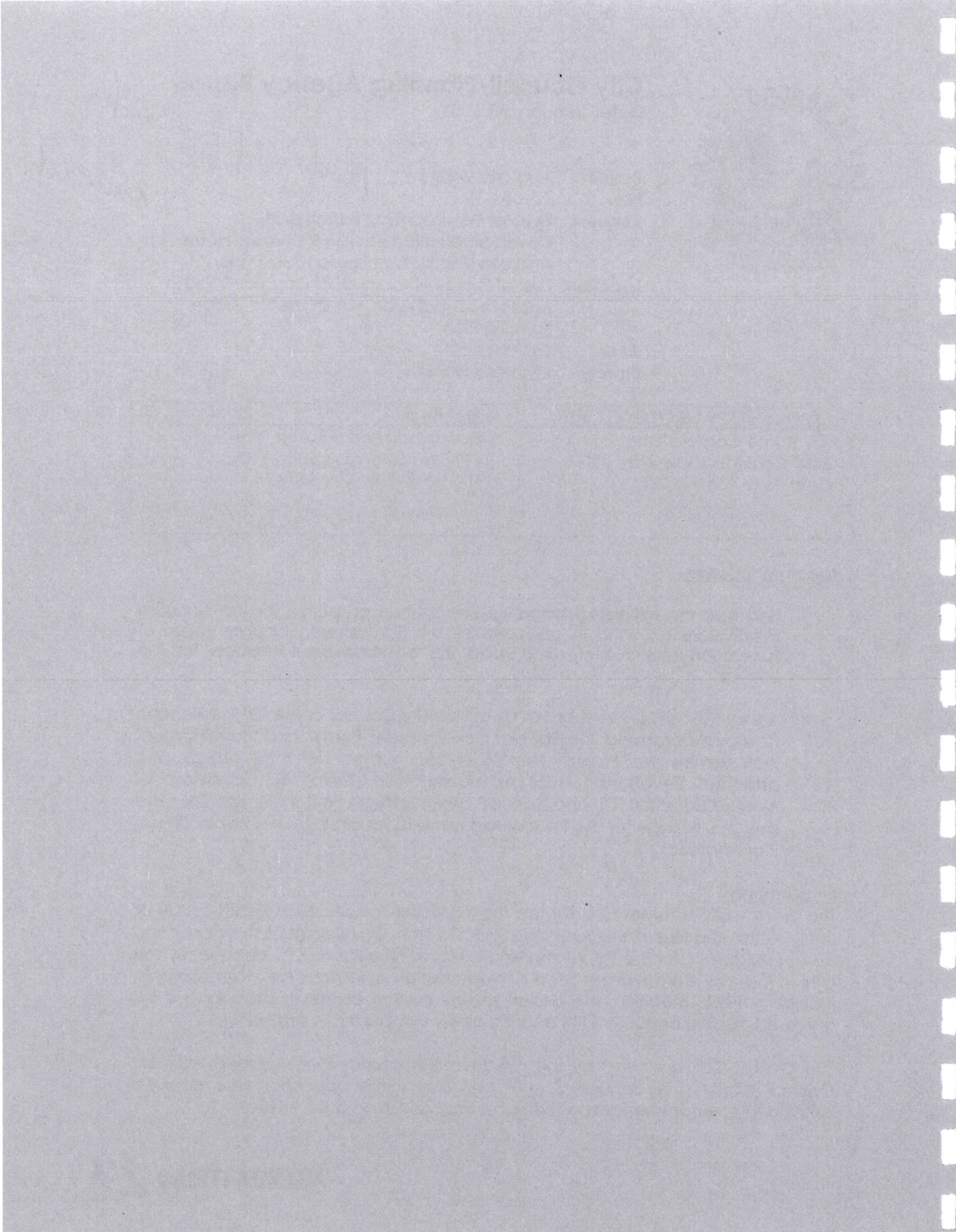
Recommendation

1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addressed the environmental impacts for the project.
2. Adopt Resolution Number 6-2004 of the City Council of the City of Rancho Cordova approving the Special Development Permit and Development Plan Review for Project No. RC-03-031, subject to the findings and attached Elevations (Exhibit A), House Plans (Exhibit B), Conditions of Approval (Exhibit C) and Special Development Permit (Exhibit D). The design package for the tract would be used for all structures within Village 7 of Anatolia I.

Background

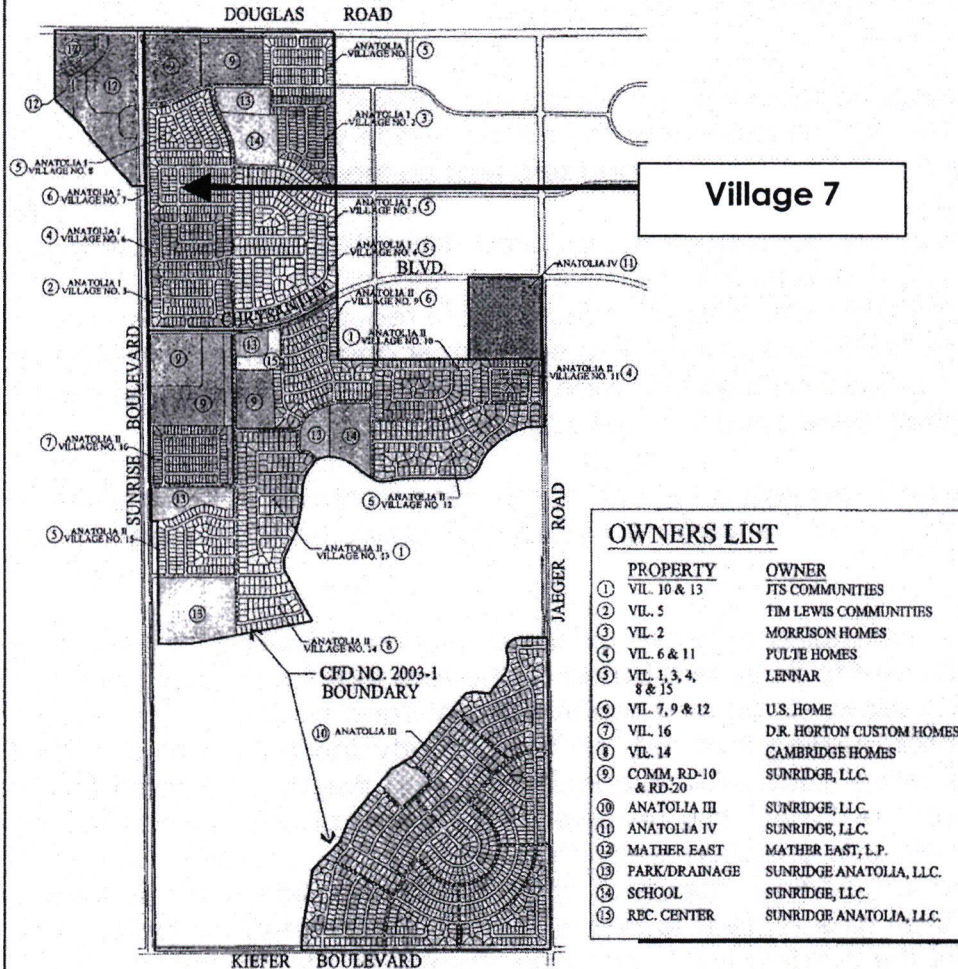
The County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. Within the text of the SunRidge Specific Plan, development standards and design guidelines for the future developments were adopted. Subsequently the City of Rancho Cordova adopted citywide design guidelines for major projects, including model homes. The design review portion of the application will be reviewed against both the SRSP and the newly adopted City ordinance.

The project was reviewed by the Cordova Community Planning and Advisory Council (CorPAC) on January 8, 2004. No community opposition was received and CorPAC recommended approval of the project on a 6 – 1 vote.



LAND USE MAP SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT 2003-1

RANCHO CORDOVA, CALIFORNIA
OCTOBER, 2003



OWNERS LIST

PROPERTY	OWNER
1. VIL. 10 & 13	JTS COMMUNITIES
2. VIL. 5	TIM LEWIS COMMUNITIES
3. VIL. 2	MORRISON HOMES
4. VIL. 6 & 11	PULTE HOMES
5. VIL. 1, 3, 4, 8 & 15	LENNAR
6. VIL. 7, 9 & 12	U.S. HOME
7. VIL. 16	D.R. HORTON CUSTOM HOMES
8. VIL. 14	CAMBRIDGE HOMES
9. COMM. RD-10 & RD-20	SUNRIDGE, LLC.
10. ANATOLIA III	SUNRIDGE, LLC.
11. ANATOLIA IV	SUNRIDGE, LLC.
12. MATHER EAST	MATHER EAST, L.P.
13. PARK/DRAINAGE	SUNRIDGE ANATOLIA, LLC.
14. SCHOOL	SUNRIDGE, LLC.
15. REC. CENTER	SUNRIDGE ANATOLIA, LLC.



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

*Map approved
on consent
calendar.*

Analysis:

As previously stated Village 7 is within the Anatolia I subdivision of the Sunridge Specific Plan Area. The zoning for this subdivision is RD-7 with lot sizes consistent with the required development standards for this zoning.

Special Development Permit

The applicant is requesting a deviation from the Sunridge Specific Plan Section DS 80 which requires:

1. Buildings be separated by not less than nine (9) feet, and;
2. For zero lot line residences the minimum side yard setback shall be nine (9) feet on one side, and zero feet on the other.

The requested deviations are reduce the required separation between buildings to six (6) feet, and a reduction in the side yard setback on the zero lot line residence to five (5) feet. The setback reductions are required when house plan 1670 and house plan 2139 are adjacent to each other and in some cases when house plan 2139 is placed on a 45 foot wide lot. As Village 7 is not pre-plotted it is unknown how often these conditions will occur.

Staff has reviewed the requests and is recommending approval of the modified setbacks subject based on the following considerations and subject to the noted limitation.

1. Staff is recommending approval of the reduction in building separation from nine (9) feet to six (6) feet based on the fact that the Uniform Building Code (UBC) allows six (6) feet separation between buildings. However, the residential building that rests on the property line (house plan 2139) must have a fire rated wall in compliance with the UBC. Sacramento Metropolitan Fire District has reviewed this project and is in agreement with Staff's recommendation. (Attachment B)
2. Staff is recommending approval of the minimum side yard setback reduction from nine (9) feet to five (5) on the provision that no portion of the body of the building (walls, pop-outs, fireplaces, etc.) be constructed less than five (5) feet from the side property line. This would ensure that there would still be nine (9) feet between the zero lot line residence (house plan 2139) and the adjacent residential building. Additionally, the five (5) feet clear side yard would maintain a reasonable access corridor five feet in width to the rear yard of the zero lot line house.

Development Plan Review/Design Review

The following Design Concepts apply to the review of Master Home Plans within a subdivision. The City encourages:

1. *Home designs that incorporate authentic architectural styles. Particular attention shall be paid to the design of all front and side elevations facing the street or open space areas. All other elevations interior to the lot shall*

include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim);

- 2. Diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.*
- 3. Variety in mass and scale of homes that is visually appealing from the street; and*
- 4. Landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.*
- 5. Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City.*

U S Homes has acquired Village 7 of Anatolia I, within the SunRidge Specific Plan area. The developer has presented a design package which includes six (6) different floor plans that will have three (3) elevations per plan, for a total of 10 basic architectural configurations. There are a total of 28 color/stone combination options. The following descriptions of the homes for Village 7 are as follows:

The **"Spanish Colonial"** style draws its inspiration from the simple stucco exteriors found through out the United States. The style typically has simple low pitched roofs combining hips and gables and is emphasized with full arches at windows and soffits in vital areas. Details such as clay tile vents, louvered shutters and shaped stucco brackets and corbels further accentuate the soothing style. Doors and windows are detailed with a simple lintel and sill trim.

The **"Rural Italian"** style is derived from homes found in the rural areas of Italy. The style is defined by predominately hipped low pitched roofs and the combination of stucco and stone accents. Doors and windows are detailed with a simple lintel and sill trim. By detailing the exteriors using shutters, clay tiles, decorative vents and recessed windows, the rural style is authentically captured.

The **"French Country"** styles draw its inspiration from homes that might have been found in the more rural areas of France. The style uses a combination of materials including stone, stucco and wood siding to enhance the simple proportions of the home. To add another layer of color and detail, panel shutters are implemented. Gentle curves are integrated into tall gables along with narrow rakes to further enhance the elegant lines of the style.

The subdivision will be developed in approximately 11 phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The

Applicant has stated that they discourage the same type of unit adjacent to another, and if this does occur, the elevations and colors are varied.

The elevations do not show window and door treatments on the side and back elevations. The design review ordinance requires window and door treatments on all four elevations. Staff is recommending that the Applicant add these features which would bring the proposed residential buildings into compliance with the design guideline standards and would be consistent with previous approvals for the Anatolia Villages.

Landscape Plans

Staff has reviewed the proposed landscape and planting plans. The Applicant is proposing two (2) fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

Environmental Analysis:

The Anatolia I, II and III projects were environmentally assessed by an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant.

Conclusion:

The applicant has presented a design package for the Anatolia II Village 7 that is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The proposed mix of unit sizes and architectural styles would create a variety of mass and scale to provide an appealing streetscape. Village 7 will provide market rate housing opportunities within the Anatolia I plan area. The use of the adopted Specific Plan Design Guidelines and the City's new design review process ensures a higher level of design in the proposed homes.

Financial Implications to City:

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

Recommended Motions:

1. "I MOVE THAT THE City Council find the Negative Declaration prepared for the Anatolia Subdivisions I, II, and III adequately addresses this project, subject to the findings included in the Resolution dated January 20, 2004".
2. "I MOVE THAT THE City council adopt Resolution No. 6-2004 approving the Special Development Permit and Development Plan Review, for Project No. RC-03-031, subject to the findings contained in Resolution No. 6-2004 and

attached Elevations (Exhibit A), House Plans (Exhibit B), Conditions of Approval (Exhibit C) and Special Development Permit (Exhibit D).

Attachments:

- A. Resolution approving the Special Development Permit and Development Design Review
- B. Agency Comment Letter
- C. CorPAC Referral
- D. Map of Anatolia I, Village 7

RESOLUTION # 6-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A SPECIAL DEVELOPMENT PERMIT AND DEVELOPMENT PLAN REVIEW FOR
ANATOLIA VILLAGE 7
PROJECT # RC-03-031**

WHEREAS, U.S. Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Special Development Permit and Development Plan Review for Anatolia Village #7; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

1. CEQA

Finding:

The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act (CEQA).

Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. SPECIAL DEVELOPMENT PERMIT

Approve the Special Development Permit subject to the Special Development Permit (Exhibit C) and based on the following findings:

Finding: The appropriate authority shall not issue the Special Development Permit unless it finds:

1. That the proposed development will carry out the intent of the General Plan and the community plan.
2. That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.
3. That the proposed development is compatible with existing and proposed land uses in the surrounding areas.
4. That any exceptions to, or deviation from, the use, density, requirements or design standards of the Land Use Zone in which the property is located, or of Title III of this Code are justified by the design of the development or by the substantial energy savings proposed pursuant to Section 110-65(b). In the case of a residential area, the rearrangement of dwellings and the mixing of dwelling types shall be justified by larger and more useable open spaces.
5. That there is adequate assurance that all public improvements will be installed at the scheduled times, as required by Public Works.
6. That there is adequate assurance that the development schedule will be met.
7. That the existing or proposed utility service is adequate for the uses and population densities proposed.

Evidence: The proposed project meets findings #1 through #7 as follows:

1. The proposed project carries out the intent of the General Plan for medium density residential designation.
2. The project has been designed to comply with the development standards of the Sunridge Specific Plan. The only deviations will be in the two exceptions requested which are a six foot separation between buildings and a reduction in the side yard setback on the zero lot line residence to 5 feet.
3. The proposed project is compatible with existing and proposed land uses in the surrounding areas. The site is currently zoned RD-7 in compliance with the land use designations in the Sunridge Specific Plan.
4. Approval of the requested deviations is based on the fact that the Uniform Building Code (UBC) allows six (6) feet separation between buildings and that the Sacramento Metropolitan Fire District has reviewed this project and is in agreement with Staff's recommendation. Approval of reducing the minimum side yard setback from nine (9) feet to five (5) is conditioned to limit any portion of the body of the zero lot line house (walls, pop-outs, chimneys, etc.) from being constructed within the required five (5) foot side yard. This would ensure a reasonable minimum access to the house's rear yard.
5. The project has been conditioned by the Public Works Department to install all public improvements necessary at the appropriately scheduled times.
6. The issuance of a Building Permit establishes performance standards with regards to the timing of construction that will support this finding.

7. The proposed utility service is adequate for the use and population densities proposed in the Sunridge Specific Plan.

3. DEVELOPMENT PLAN REVIEW

Approve the Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings:

1. Home designs incorporate authentic architectural styles. Particular attention has been paid to the design of all front and side elevations facing the street or open space. All other elevations interior to the lot include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim.)
2. The project provides diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. (The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.)
3. The project provides variety in mass and scale of homes that is visually appealing from the street.
4. The project provides landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.
5. The project provides home designs with a wide range of pricing levels to accommodate all income levels within the City.

Evidence

The following justifies the findings above:

1. The architect has provided three architectural styles Spanish Colonial, Rural Italian and French Country. Within each of the styles are represented by some of the classic features of those architectural designs.
2. The home builder, U.S. Homes, has presented their design package for Village 7 of Anatolia I. The subdivision consists of 132 lots in the RD-7 Zone, with the lots averaging approximately 45x105 feet (4,725 sf). There are six (6) floor plans and all but one will fit on all of the lots and meet the required setbacks of the Specific Plan. For each of the six (6) floor plans, three architectural styles are proposed to allow a greater number of design combinations to be placed within the tract. The project has been conditioned to include door and window trim details and some of the front elevation features on all four sides of the elevations. The design of the units is consistent with the design concepts listed above.
3. Village #7 will be developed in approximately 11 phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The Applicant has stated that they discourage

adjacent units of the same floor plan and that if this does occur the elevations and colors are varied.

4. The applicant has submitted a landscape plan that will soften the streetscape through shade trees, ground cover, shrubbery and accent trees. The plan also provides trees that will be approved by the City's Public Works and Planning Director that will ensure the eventual tree canopy along the street.
5. The project site is zoned RD-7 and is providing a residential unit within the overall Specific Plan that is within a medium price range.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of January, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

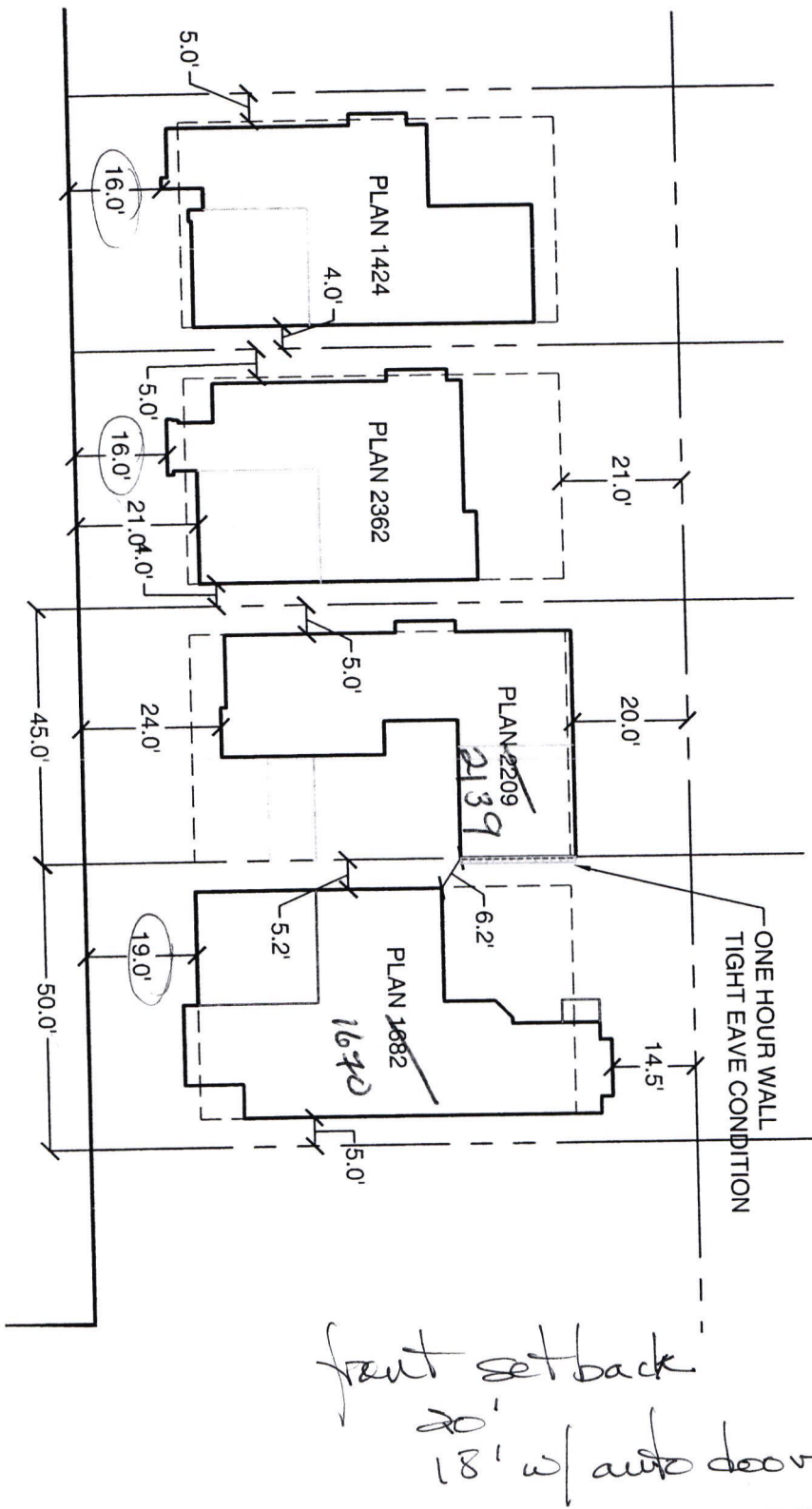
ATTEST:

LILLIAN HARE
CITY CLERK

TYPICAL FOR ALL PLANS

ANATOLIA VILLAGE 7

CITY OF RANCHO CORDOVA, CALIFORNIA



JANUARY 12, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 296-7600 • FAX: (916) 296-7601

EXHIBIT C – CONDITIONS OF APPROVAL

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A) adopted by the City Council dated December 1, 2003.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	All dwelling units shall maintain at least one side yard of not less than five (5) feet in width. No portion of the body of the structure (walls, popouts, chimneys, etc) shall extend into the required five (5) foot clear side yard.	Prior to Building Permit	Planning	
4.	The building shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
5.	The Applicant will install full window and door treatments on all four elevations of the proposed residential buildings.	Prior to Building Permits	Planning	
	Prior to Final Inspection and Utility Release			
6.	Install final site landscaping plan for review and approval by the Planning Director. Landscaping shall be installed prior to final	Prior to Final Inspection	Planning	

EXHIBIT C – CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	inspection.			
7.	All street trees will be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Engineering and Planning Water Resources	
8.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards	Prior to Final Inspection		

Exhibit D

Special Development Permit RC-03-031

These development standards are to be used for Village 7 – Anatolia I – City of Rancho Cordova Project No. RC-03-031.

The project site is zoned RD-7. All Sunridge Specific Plan and Zoning Code single-family residential development standards and shall be applicable except as modified below:

1. A reduction in building separation from nine (9) feet to six (6) feet based on the fact that the Uniform Building Code (UBC) allows six (6) feet separation between buildings. However, the residential building that rests on the property line (house plan 2139) must have a fire rated wall in compliance with the UBC. Sacramento Metropolitan Fire District has reviewed this project and is in agreement with Staff's recommendation. (Attachment B)
2. A side yard setback reduction from nine (9) feet to five (5) on the provision that no portion of the body of the building (walls, pop-outs, fireplaces, etc.) be constructed less than five (5) feet from the side property line. This would ensure that there would still be nine (9) feet between the zero lot line residence (house plan 2139) and the adjacent residential building. Additionally, the five (5) feet clear side yard would maintain a reasonable access corridor five feet in width to the rear yard of the zero lot line house.



Rick Martinez
Fire Chief

Sacramento Metropolitan Fire District

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

November 6, 2003

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

Attention: Kathleen Franklin

Subject: Application No.: RC 03-031
APN: 067-0430-021
Location: Sunrise Blvd
Sac Metro No. 03-3252

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

THE FOLLOWING ARE COMMENTS SPECIFIC TO THIS APPLICATION:

There are no Fire District concerns for this application provided the 3 foot distance to the property line is maintained. If this distance becomes any less than 3 feet, the exterior wall shall be 1-hr rated and no openings will be permitted.

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

Sincerely,

A handwritten signature in cursive script that reads "Bryan Clark".

Bryan Clark
Fire Inspector II
(916) 942-3352
(916) 942-3400 fx

COMMUNITY COUNCIL REFERRAL

Attachment C

PROJECT NAME: Anatolia - Village 7 - SDP
CorPAC MEETING DATE: December 11, 2003

PROJECT NO.: RC-03-031
DATE: October 31, 2003

APPLICANT: U.S. Home

A.P.N.: 067-0430-021

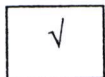
ZONING: LDR, RD-7

ADDRESS: 2366 Gold Meadow Wy, Ste. 200
Gold River, CA 95670

CONTACT PERSON: Mitch Young
TELEPHONE: 916-858-3900

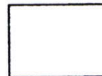
COM. PLAN: Low Density Res.
GEN. PLAN: Low Density Res.

REQUEST: A special development permit to allow less than 9ft combined side setback, (6 feet separation between buildings), a 13.5 ft setback to the livable area of the house and a ¹⁹16 ft setback to the garage.



PRIMARY COMMUNITY COUNCIL

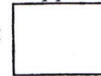
Cordova



ADJACENT COMMUNITY COUNCIL

(If Applicable)

REVISED APPLICATION:



DATE: _____

HEARING BODY: Council

PLANNING DEPT.

RETURN BY:

PROJECT MANAGER: Kathleen Franklin

ADVISORY COUNCIL COMPLETE THIS SECTION - PLEASE PRINT OR TYPE

- Meeting date(s) at which proposal discussed: 8 JAN 04
- Number of council members present: 7 Quorum: Yes ☒ No ☐
- Applicant notified of meeting(s): Yes ☒ No ☐ Applicant Present: Yes ☒ No ☐
- Neighbors Contacted: Yes ☐ No ☐
- Is the proposal compatible with the area or neighborhood in which proposed: Yes ☒ No ☐
- Summarized neighborhood response or reaction: _____

- Council motion on proposal: _____
- Council vote on motion: for: 6 against: 1 abstained _____ absent _____
- Comments on recommendation: _____

W/ 16' FT SETBACK TO GARAGE REMOVED FROM REQUEST

F. McClary
Chairperson or Secretary

1/8/04
Date

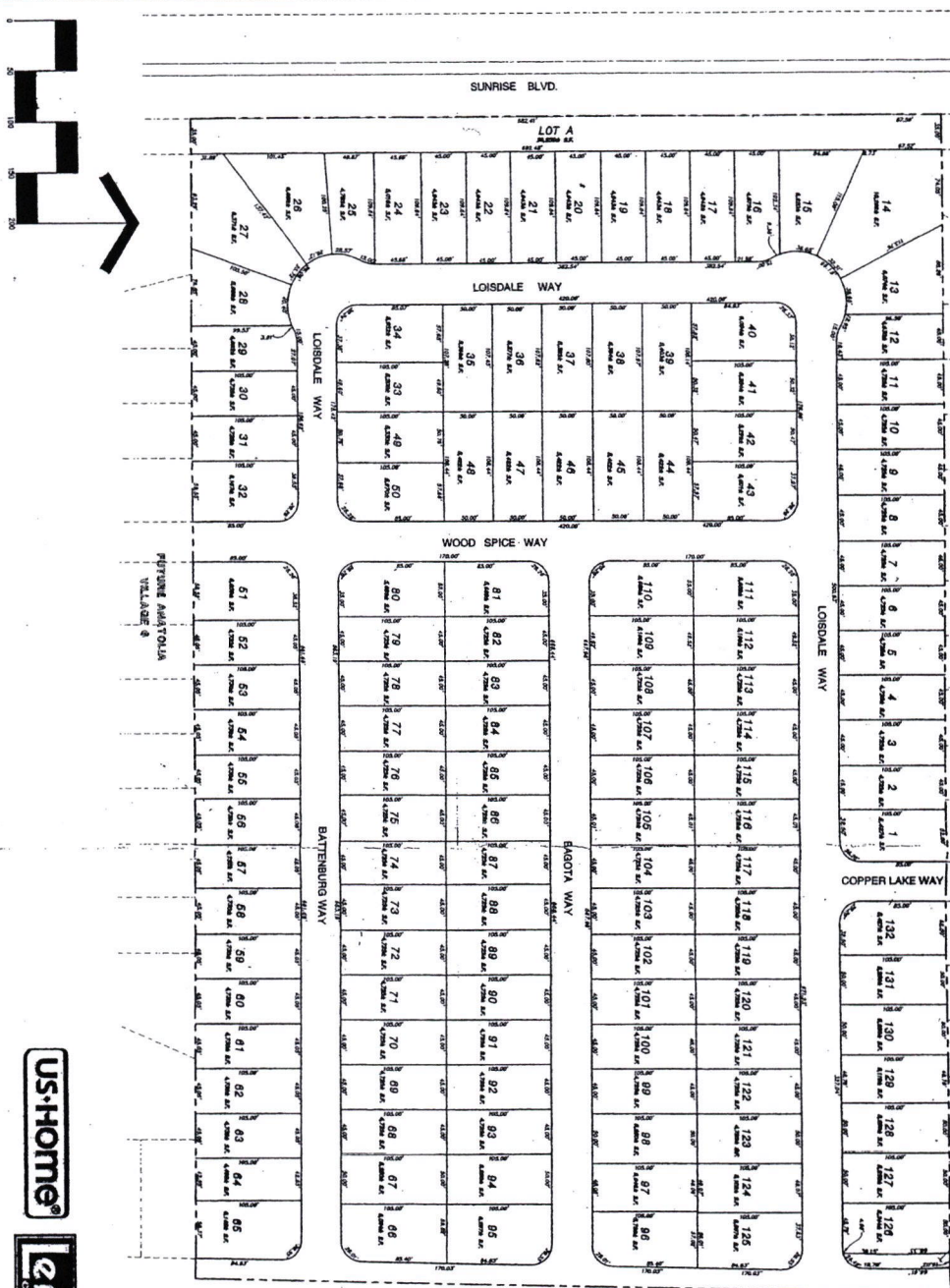
FOR ADDITIONAL SPACE PLEASE USE REVERSE SIDE

Return to: CITY OF RANCHO CORDOVA
PLANNING DEPARTMENT
3121 Gold Canal Drive
Rancho Cordova, CA 95670

CITY OF RANCHO CORDOVA, CALIFORNIA

PUTTING ANOTHER
VILLAGE B

WILLARD B



FUTURE ACTIVITY

YMLAQ5 0

US·HOME®

Lennar
CORPORATION



G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
110 WEST PLYM. DR., SUITE 100, PALMDALE, CALIFORNIA 93550
TELEPHONE (818) 296-7000 / FAX (818) 296-7001

OCTOBER, 2003

778-0017 das / elektron / 1.6.78-02-101 das / 15.48.35 10-10-93

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

Exhibit A - Anatolia Village 7, Traditions Series Elevations and House Plans
--

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

Agenda Item: 27

Staff Report



Date: January 20, 2004

To: Honorable City Council

From: Steven R. Meyers, City Attorney

Subject: Urgency Ordinance Extending a Moratorium on the Establishment of New Sexually Oriented Businesses and the Expansion of Existing Sexually Oriented Businesses Pending the Review and Amendment of Zoning Regulations Applicable to Sexually Oriented Businesses

RECOMMENDATION

1. Open hearing
2. Receive testimony
3. Close hearing
4. Approve the attached ordinance.

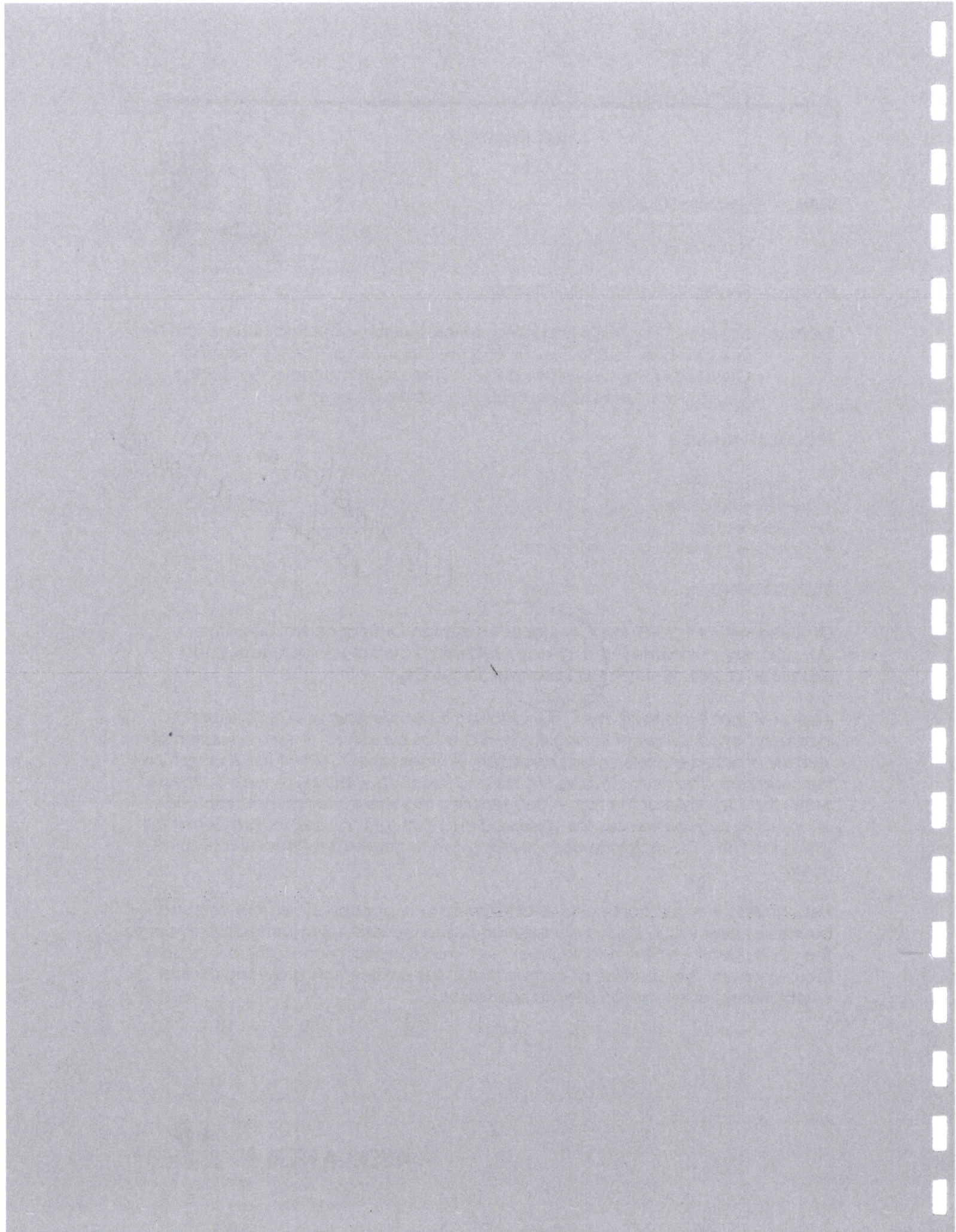
*+ 10 months is
15 days allowed*

BACKGROUND

On December 15, 2003, the City Council adopted Ordinance No. 30-2003 (Attachment 1) establishing a 45-day moratorium on the establishment and expansion of sexually oriented businesses in the City.

As part of that ordinance, the Council found that, following the City's recent incorporation, a review of Zoning Code provisions pertaining to the regulation of sexually oriented businesses was necessary in order to ensure that the Zoning Code remained effective in minimizing the harmful secondary effects of such businesses within the City while at the same time ensuring that the constitutional protections afforded to such businesses are observed and that such businesses are permitted within the City. Council then directed City staff to proceed with conducting the review.

Recognizing that the continued establishment or expansion of sexually oriented businesses prior to the study's completion posed a current and immediate threat to the public health, safety and welfare, the Council found it necessary to impose a moratorium on the issuance of permits and other entitlements providing for the establishment or expansion of such businesses.



Zoning Code Review

Per the Council's direction, City staff immediately commenced to undertake a review of the City's Zoning Code provisions following adoption of Ordinance No. 30-2003; this review process is still ongoing.

To date, City staff has had a number of meetings to discuss and outline a course of action for completing the study. Currently, the Planning Department and the City Attorney's office are in the process of reviewing the City's current zoning and spacing regulations in light of current state and federal law. The Planning Department has also begun this month the task of preparing a consolidated zoning map, which will identify the number of sites which are realistically available for establishment of new adult businesses under the City's current zoning regulations (e.g., sites are properly zoned, properly spaced from other adult businesses and sensitive uses, contain buildings suitable for such uses, and can be expected to be available on the real estate market). Depending on the results of these activities, other tasks may be determined to be necessary in order to complete the study. Following this review and analysis, staff will, as necessary, draft updated zoning provisions designed to minimize the harmful secondary effects of sexually oriented businesses, while at the same time ensuring that the constitutional protections afforded to such businesses are observed and that such businesses are permitted within the City.

Staff anticipates that the review and adoption of any new regulations will be completed within six months.

Extension of Moratorium

The 45-day moratorium expires on January 29, 2004. Since the Zoning Code review is still ongoing and the threats to the public health, safety and welfare identified by the Council in Ordinance No. 30-2003 still exist, staff recommends that the Council extend the moratorium. Per Government Code Section 65858, the Council may, following a public hearing, extend the moratorium for a period of 10 months and 15 days. In order to minimize the impacts that the moratorium may have on any potential new or existing business owners, staff recommends that the moratorium be extended no longer than the six months anticipated to complete the review and update of the City's Zoning Code. If necessary, a second extension is allowed under the law and can be implemented if the six-month period proves inadequate.

This report constitutes the written report required by Government Code Section 65858(d).

REQUESTED MOTION

"I move that the City Council adopt an urgency ordinance extending the moratorium on the establishment of new sexually oriented businesses and the expansion of existing sexually oriented businesses pending the review and amendment of zoning regulations applicable to sexually oriented businesses."

ATTACHMENTS

1. Ordinance No. 30-2003
2. Extension Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 30-2003

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA ZONING CODE SECTION 325-51, AND MAKING FINDINGS AND ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW SEXUALLY ORIENTED BUSINESSES AND THE EXPANSION OF EXISTING SEXUALLY ORIENTED BUSINESSES PENDING THE REVIEW AND AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SEXUALLY ORIENTED BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

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

Section 1. Findings

- A. The City of Rancho Cordova ("City") was incorporated on July 1, 2003.
- B. In adopting laws and regulations during the first year of incorporation, the City has relied heavily upon the laws and regulations adopted by the County of Sacramento, which were applicable to the area of the City prior to incorporation.
- C. Pursuant to Ordinance No. 20-2003 and Ordinance No. 21-2003, the City adopted by reference certain provisions of the Sacramento County Code, including Chapters 4.02 and 4.06 of Title 4, "Business Regulations," and all Titles of the Sacramento County Zoning Code.
- D. The Rancho Cordova City Council ("City Council") finds that one problem inherent in adopting County regulations drafted to serve the needs of the County is that some or all of those adopted regulations may prove to be inadequate to meet the needs of the City and may need to be amended in order to better reflect and serve the needs of the City.
- E. Pursuant to Chapter 4.06, "General Business Licenses," of the Rancho Cordova Municipal Code, the uses and location of proposed businesses in the City must comply with the City's Zoning Code prior to the issuance of a business license.
- F. In order to protect the community from the harmful and well documented secondary effects associated with sexually oriented businesses, the location, operation, and concentration of sexually oriented businesses are regulated pursuant to Section 325-51 of the Rancho Cordova Zoning Code.

G. The City finds that, based upon the experiences of other communities such as Renton, Washington, Seattle, Washington, and the County of Sacramento, the harmful secondary impacts of sexually oriented businesses include, among other things, increased crime and decreasing property values.

H. The City Council finds that the County of Sacramento ("County"), pursuant to Section 325-50, "Purpose and Intent," originally drafted and adopted Section 325-51 in order to protect the community from the harmful secondary effects associated with sexually oriented businesses, while at the same time making sure that such regulations did not unreasonably limit alternative avenues of communication, and were based upon narrow, objective and definite land use standards.

I. The City Council declares that such purpose and intent remains the purpose and intent of the City.

J. The City Council finds that the transition of Rancho Cordova from unincorporated area of the County to incorporated city dictates that the City Council address its regulation of sexually oriented business so as to ensure that following said transition, the City's zoning regulations remain effective in minimizing the cumulative impacts and harmful secondary effects of such businesses within the City while at the same time ensuring that the constitutional protections afforded to such businesses are observed and that such businesses are permitted, and reasonably available to potential patrons, within certain areas of the City.

K. The City Council finds that now there exists confusion over the application of numerical standards in the Zoning Code, which were previously established by the County.

L. Absent the adoption of this urgency ordinance, the existence of such confusion could cause the City to approve the establishment of sexually oriented businesses not intended by Zoning Code Sections 325-50 and 325-51, which in turn would result in an increase in the harmful secondary effects identified above.

M. The City Council is fully aware that the activities conducted in such businesses are provided protection under the federal and state constitutions and that said uses must be permitted, and reasonably available to potential patrons, within certain areas the City. The City Council also recognizes that the nature of such uses, and the activities of patrons on or near the premises on which the adult uses are located, can be a threat to the public health, safety and welfare of the citizens of the City of Rancho Cordova.

N. The City Council finds that it is necessary to have the Planning Department review the zoning standards regulating sexually oriented businesses to determine whether the regulations ensure that the zoning standards adopted by the City are based on narrow, objective and definite standards that are intended to provide a

reasonable number of available sites for such uses while at the same time minimizing the harmful secondary effects of these uses.

O. The Planning Director, in conjunction with the City Manager, shall immediately commence to take steps, if necessary, to expend funds and hire a professional consultant to conduct a study of the City's Zoning Code provisions related to sexually oriented businesses, with a goal that such study be completed within 45 days.

P. The City Council declares that the completion of a study reviewing the City's Zoning Code provisions related to sexually oriented businesses is identified as a strategic objective of the City.

Q. The City Council declares that the conclusions reached by the Planning Department following its review may require the amendment of the City's zoning provisions regulating sexually oriented businesses.

R. The City Council finds that, based upon the above findings, issuing permits, business licenses or other applicable entitlements providing for the establishment of new sexually oriented businesses or for the expansion of existing sexually oriented businesses prior to the completion of the Planning Department's review poses a current and immediate threat to the public health, safety and welfare because doing so will likely result in an increase in the harmful secondary impacts associated with sexually oriented businesses within the City, and that therefore a temporary moratorium on the issuance of such permits, licenses and entitlements is necessary.

S. The City Council finds that, based upon the above findings, a temporary modification to Zoning Code Section 325-51 to temporarily prohibit the issuance of permits, business licenses or other applicable entitlements providing for the establishment of new sexually oriented businesses or for the expansion of existing sexually oriented businesses prior to the completion of the Planning Department's review is necessary for the immediate preservation of the public health, safety and welfare.

Section 2. Temporary Modification of Zoning Code Section 325-51 and Imposition of Moratorium

A. Rancho Cordova Zoning Code Section 325-51 is hereby amended to read as following.

"325-51. Conditions

A. The zoning conditions set forth in subsection (B) for sexually oriented businesses were drafted and adopted by the County of Sacramento and were adopted by reference by the City of Rancho Cordova. The City, however, has determined that confusion exists over

the application of numerical standards in this section and that the existence of such confusion could cause the City to approve sexually oriented businesses not intended by this section. Therefore, notwithstanding the zoning conditions set forth in subsection (B), for a period of 45 days beginning December 15, 2003, no new sexually oriented businesses shall be permitted within the City, nor shall any permits or other entitlements be granted for the expansion of any existing sexually oriented business. This temporary modification shall not prohibit the renewal of a business license for an existing sexually oriented business in the City.

B. Sexually oriented businesses are permitted subject to compliance with all of the following conditions:

(a) Such use is more than one thousand (1,000) feet from any property zoned for a land use zone listed in Section 201.01, or regulated by Title V of this Code.

(b) Such use is situated more than one thousand (1,000) feet from any other sexually oriented business.

(c) Such use is located more than one thousand (1,000) feet from any of the following uses:

(1) Single family, duplex or multi-family residences;

(2) Clinic, child-family guidance;

(3) Library;

(4) Public park;

(5) Church;

(6) Citizens improvement club-community center;

(7) Public or private K-12 school;

(8) Indoor or outdoor recreation facilities that are primarily designed to serve persons under the age of 18.

(d) The one thousand (1,000) foot separation shall be measured as a radius from the primary entrance of the sexually oriented business to the property lines of the property so zoned or used.

(e) No more than three (3) such uses shall be permitted within the boundary of a planning area for a community planning advisory council established by the Board of Supervisors pursuant to Chapter 2.36 of the Sacramento County Code.

(f) Such use is situated in either a M-1 or M-2 land use zone."

B. In accordance with the authority granted the City of Rancho Cordova under Government Code Section 36937, Rancho Cordova Zoning Code Section 325-51 is being temporarily modified to prohibit the approval or issuance of any use permit, variance, building permit, or any other applicable entitlement for use, including but not limited to the issuance of a business license, for the operation of a new sexually oriented business or the expansion of an existing sexually oriented business for a period of 45 days. This temporary modification shall not prohibit the renewal of a business license for an existing sexually oriented business in the City.

C. In accordance with the authority granted the City of Rancho Cordova under Government Code Section 65858, from and after the date of this ordinance, no use permit, variance, building permit, or any other applicable entitlement for use, including but not limited to the issuance of a business license, shall be approved or issued for the operation of a new sexually oriented business or the expansion of an existing sexually oriented business for a period of 45 days. This moratorium shall not apply to the renewal of a business license for an existing sexually oriented business in the City.

D. This ordinance is an interim ordinance adopted as an urgency measure pursuant to the authority granted the City of Rancho Cordova under Government Code Sections 36937 and 65858 and is for the immediate preservation of the public safety, health and welfare. The facts constituting the urgency are: The findings of the County of Sacramento, set forth in Zoning Code Section 325-50, and the cases, studies and authorities involving other municipalities around the country clearly establish that the existence of sexually oriented businesses in a community results in the creation of harmful secondary effects, such as increased crime and decreasing property values, which are a threat to the public safety, health and welfare. Confusion exists over the interpretation and application of numerical standards in the Rancho Cordova Zoning Code related to the location, operation and concentration of sexually oriented businesses within the City. Absent the adoption of this urgency ordinance, the existence of such confusion could cause the City to approve the establishment of sexually oriented businesses not intended by Zoning Code Sections 325-50 and 325-51, which in turn would result in an increase in the harmful secondary effects identified above. The failure to properly apply zoning regulations affecting sexually oriented businesses might also result in an illegal infringement upon constitutionally protected rights associated with sexually oriented activities. The zoning standards in question were drafted by the County of Sacramento and adopted by reference by the City following its incorporation. The City's recent transition from unincorporated area of the County of Sacramento to incorporated city dictate that the City review its zoning provisions regulating sexually oriented businesses in order to ensure that such regulations meet the needs of the City by minimizing the harmful secondary effects associated with sexually oriented business, while at the same time ensuring that such regulations do not unreasonably limit alternative avenues of communication, and are based upon narrow, objective and definite land use standards. As a result of the harmful secondary effects associated with sexually oriented business and the current

and immediate threat such secondary effects pose to the public health, safety and welfare, it is necessary to, in accordance with Government Code Sections 36937 and 65858, temporarily modify Zoning Code Section 325-51 and establish a 45-day moratorium on the establishment of new sexually oriented businesses or the expansion of existing sexually oriented businesses in the City pending the completion of the City's study of its zoning provisions regulating sexually oriented businesses.

To expedite the completion of this study, the City Council hereby: 1) directs the Planning Director to take the steps necessary to hire, if necessary, a professional consultant to conduct a review of the City's Zoning Code provisions relating to sexually oriented businesses; and 2) authorizes the City Manager to expend up to \$60,000 of City funds to pay for the study.

Section 3. Compliance with California Environmental Quality Act

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated Zoning Code review.

Section 4. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date

This ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for forty-five days from the date of adoption unless extended by the City Council as provided for in the Government Code.

ADOPTED, THIS 15th day of December, 2003 by the following vote:

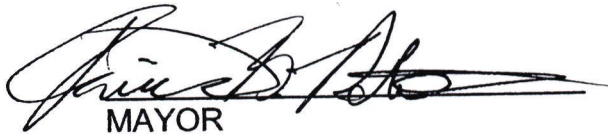
AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

ABSENT: None

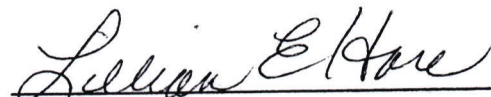
ABSTENTIONS: None

APPROVED:



MAYOR

ATTEST:



CITY CLERK

CITY OF RANCHO CORDOVA

ORDINANCE NO. 4-2004

AN URGENCY ORDINANCE OF THE CITY OF RANCHO CORDOVA EXTENDING A MORATORIUM ON THE ESTABLISHMENT OF NEW SEXUALLY ORIENTED BUSINESSES AND THE EXPANSION OF EXISTING SEXUALLY ORIENTED BUSINESSES PENDING THE REVIEW AND AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SEXUALLY ORIENTED BUSINESSES, TO BECOME EFFECTIVE IMMEDIATELY

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

Section 1. Findings

A. On December 15, 2003, the City Council of the City of Rancho Cordova held a duly noticed public hearing and adopted Ordinance No. 30-2003 as an urgency ordinance imposing a 45-day moratorium on the establishment of new sexually oriented businesses and the expansion of existing sexually oriented businesses.

B. Ordinance No. 30-2003 will, unless extended, expire by its own terms on January 29, 2004.

C. Government Code Section 65858 authorizes the extension of an urgency ordinance, after a notice public hearing, to prohibit uses of land which may conflict with a contemplated general plan, specific plan or zoning proposal which the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable period of time.

D. City staff has undertaken a study to review the City's Zoning Code regulations pertaining to the regulation of sexually oriented businesses, to identify appropriate locations within the City where sexually oriented businesses should be permitted, and to amend or develop, as necessary, regulations applicable to such businesses.

E. The City Council has received and considered a report prepared by staff describing the study and the measures that have been taken to date to alleviate the condition which led to the adoption of the initial urgency ordinance.

F. The City Council 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.

G. The City Council finds that the current and immediate threat to the public health safety and welfare, as described in the finding adopted pursuant to Ordinance No. 30-2003 , still exists, and that a temporary moratorium on the issuance of permits, business licenses or other applicable entitlements providing for the establishment of new sexually oriented businesses or for the expansion of existing sexually oriented businesses should continue to remain in effect pending completion of the City's study.

H. The City Council also finds that, based upon the above findings, the continued temporary modification to Zoning Code Section 325-51 to temporarily prohibit the issuance of permits, business licenses or other applicable entitlements providing for the establishment of new sexually oriented businesses or for the expansion of existing sexually oriented businesses prior to the completion of the Planning Department's review is necessary for the immediate preservation of the public health, safety and welfare.

Section 2. Temporary Modification of Zoning Code Section 325-51 and Extension of Moratorium

A. Rancho Cordova Zoning Code Section 325-51(A) is hereby amended to read as following.

“325-51. Conditions

A. The zoning conditions set forth in subsection (B) for sexually oriented businesses were drafted and adopted by the County of Sacramento and were adopted by reference by the City of Rancho Cordova. The City, however, has determined that confusion exists over the application of numerical standards in this section and that the existence of such confusion could cause the City to approve sexually oriented businesses not intended by this section. Therefore, notwithstanding the zoning conditions set forth in subsection (B), for a period of six months beginning January 20, 2004, no new sexually oriented businesses shall be permitted within the City, nor shall any permits or other entitlements be granted for the expansion of any existing sexually oriented business. This temporary modification shall not prohibit the renewal of a business license for an existing sexually oriented business in the City.”

B. In accordance with the authority granted the City of Rancho Cordova under Government Code Section 36937, Rancho Cordova Zoning Code Section 325-51 is being temporarily modified to prohibit the approval or issuance of any use permit, variance, building permit, or any other applicable entitlement for use, including but not limited to the issuance of a business license, for the operation of a new sexually oriented business or the expansion of an existing sexually oriented business for a period of six months. This temporary modification shall not prohibit the renewal of a business license for an existing sexually oriented business in the City.

C. In accordance with the authority granted the City of Rancho Cordova under Government Code Section 65858, the moratorium imposed pursuant to Ordinance No. 30-2003, on December 15, 2003, is being extended for a period of six months. From and after the date of this ordinance, no use permit, variance, building permit, or any other applicable entitlement for use, including but not limited to the issuance of a business license, shall be approved or issued for the operation of a new sexually oriented business or the expansion of an existing sexually oriented business for a period of six months. This moratorium shall not apply to the renewal of a business license for an existing sexually oriented business in the City.

D. This ordinance is an interim ordinance adopted as an urgency measure pursuant to the authority granted the City of Rancho Cordova under Government Code Sections 36937 and 65858 and is for the immediate preservation of the public safety, health and welfare. The facts constituting the urgency are: The findings of the County of Sacramento, set forth in Zoning Code Section 325-50, and the cases, studies and authorities involving other municipalities around the country clearly establish that the existence of sexually oriented businesses in a community results in the creation of harmful secondary effects, such as increased crime and decreasing property values, which are a threat to the public safety, health and welfare. Confusion exists over the interpretation and application of numerical standards in the Rancho Cordova Zoning Code related to the location, operation and concentration of sexually oriented businesses within the City. Absent the adoption of this urgency ordinance, the existence of such confusion could cause the City to approve the establishment of sexually oriented businesses not intended by Zoning Code Sections 325-50 and 325-51, which in turn would result in an increase in the harmful secondary effects identified above. The failure to properly apply zoning regulations affecting sexually oriented businesses might also result in an illegal infringement upon constitutionally protected rights associated with sexually oriented activities. The zoning standards in question were drafted by the County of Sacramento and adopted by reference by the City following its incorporation. The City's recent transition from unincorporated area of the County of Sacramento to incorporated city dictate that the City review its zoning provisions regulating sexually oriented businesses in order to ensure that such regulations meet the needs of the City by minimizing the harmful secondary effects associated with sexually oriented business, while at the same time ensuring that such regulations do not unreasonably limit alternative avenues of communication, and are based upon narrow, objective and definite land use standards. As a result of the harmful secondary effects associated with sexually oriented business and the current and immediate threat such secondary effects pose to the public health, safety and welfare, it is necessary to, in accordance with Government Code Sections 36937 and 65858, temporarily modify Zoning Code Section 325-51 and establish a six-month moratorium on the establishment of new sexually oriented businesses or the expansion of existing sexually oriented businesses in the City pending the completion of the City's study of its zoning provisions regulating sexually oriented businesses.

Section 3. Compliance with California Environmental Quality Act

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated Zoning Code review.

Section 4. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date

This ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for six months from the date of adoption unless extended by the City Council as provided for in the Government Code.

ADOPTED, THIS 20th day of January, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Staff Report

Date: January 20, 2004

To: Honorable City Council

From: Paul Junker, Planning Director

Subject: CorPAC Review Procedures



Recommendation

Provide direction to staff regarding the City's on-going role within CorPAC.

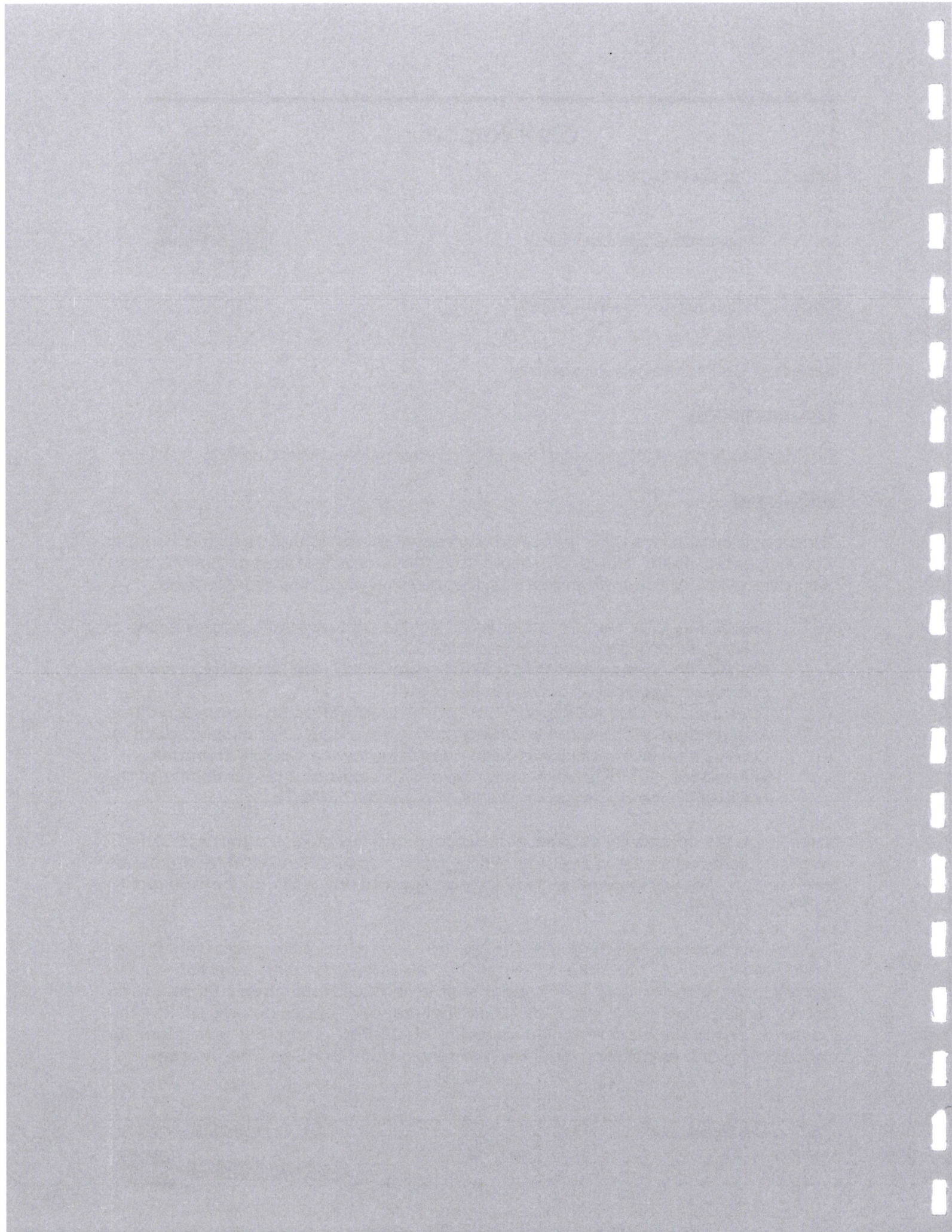
Background

Since incorporation, the City Council has expressed interest in maintaining a joint City County CorPAC entity. However, various issues have arisen related to CorPAC's role within the review of Rancho Cordova development projects. Key issues include:

- Should the City require projects to go through a three stage review of CorPAC, Planning Commission and City Council?
- How will financial support for CorPAC be provided? The County has provided staff and administrative support in the past.
- Does the City Council support CorPAC reviewing Rancho Cordova projects with minimal professional planning staff assistance? Historically, much of CorPAC's project analysis has been completed by the CorPAC members.
- How will the County's program to expand the roles and responsibilities of the PACs affect the operation of a joint City/County CorPAC?

Based upon the complexity of issues noted above and the potential impacts CorPAC review could have on the processing of City project applications, staff recommends that the City Council determine that project applications shall not be referred to CorPAC for review.

The Council has requested information on the County's position regarding a joint City/County CorPAC. To date, City staff has not received clear direction on the County's intentions for CorPAC. Recent staff level discussions have suggested the County anticipates modifying CorPAC to include only areas outside of Rancho Cordova, and then expanding the authority of CorPAC consistent with plans for consolidating and establishing eight PACs to serve unincorporated County areas.



Beyond the issue of project application reviews, there may be appropriate roles for CorPAC to interact with the City. As a body representing land immediately surrounding Rancho Cordova, the City may choose to utilize CorPAC as a forum for soliciting input and for providing information to the community. Efforts such as the City's general plan process offer an opportunity for dialogue between the City and surrounding County residents that may be future residents of the City. Staff requests the City Council consider and provide direction for such opportunities for dialogue between the City and CorPAC.

① relationship to City Planning?

- # of mfgs - impact on staff -
- good historic role - both for applicant & staff
- cuts off one of our regional means of comm.
 - increase quality & quantity of comm. notificati
 - increase public notification radius
 - formally notify NASSA - mail them the agenda
- City boundary & community boundary are not same
- City limit is not Rancho Cordova.

② role in future planning?

Independence
College Greens East
Rosemont
GR
BRECA



City Council Report

January 20, 2004

Project: Rio del Oro
File: RC-03-040
Request: Approval of a consultant services agreement between the City and EDAW, Inc. to prepare an Environmental Impact Statement/Environmental Impact Report for the project.
Location: Northeast corner of Sunrise Boulevard and Douglas Road
APN: 072-0370-070, 072-0370-071
Planner: Patrick Angell, Environmental Division Manager

*Patrick Angell
3829 A & W
1614 res units
Corps of Engineers
Public scoping with
added to EIR
time earlier
on 2/26
6:30 PM
MSF*

APPLICANT/OWNER/DEVELOPER:

Elliott Homes, Inc
80 Iron Point Circle, Suite 110
Folsom, CA 95630-8574

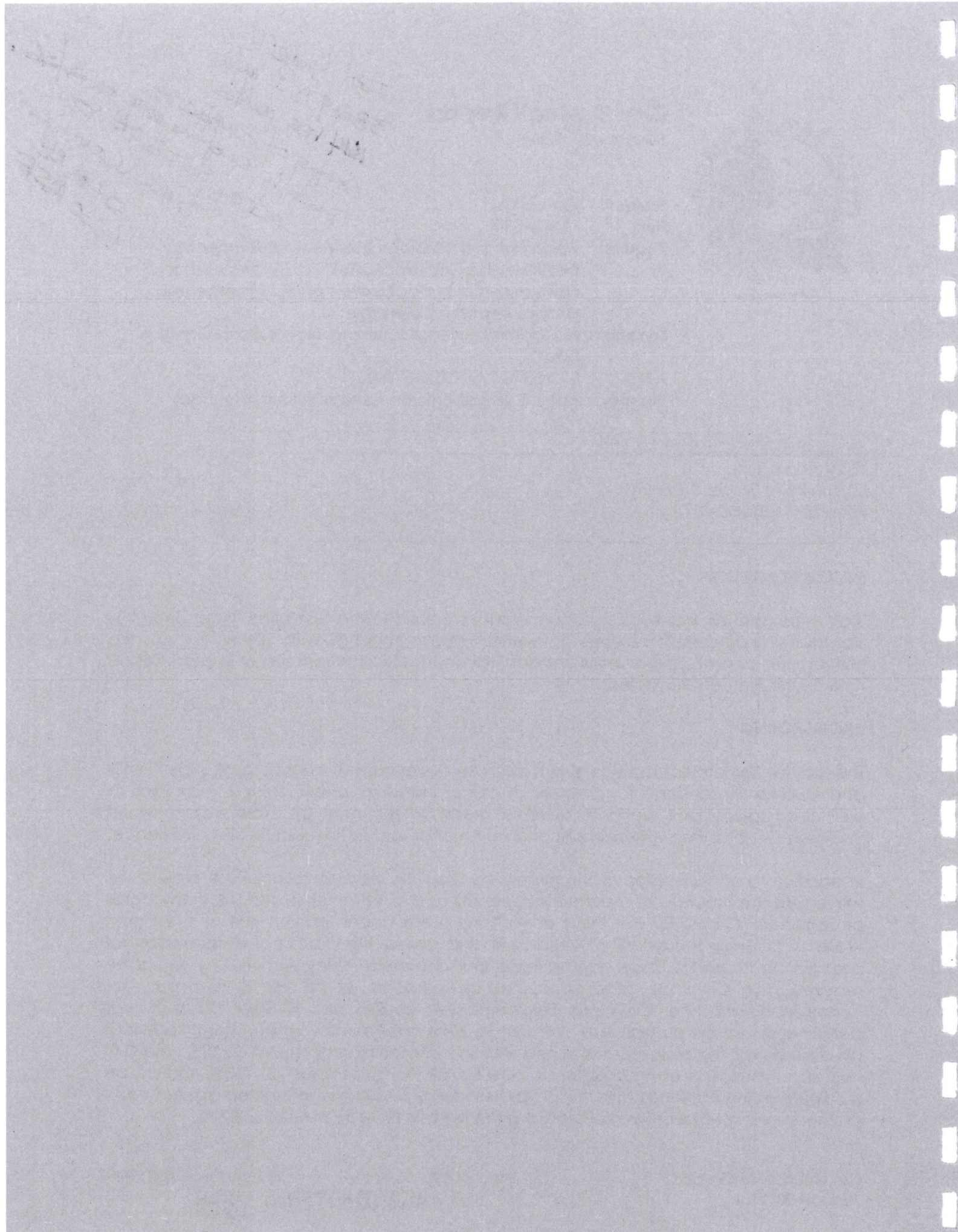
RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment 1) approving a consultant services agreement (Attachment 2) with EDAW, Inc. for the preparation of an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) for the Rio del Oro project.

BACKGROUND

The Rio del Oro project consists of a mixed use development consisting of single-family and multi-family residential, commercial, office, industrial, public school, park uses as well open space and wetland preserve areas (Attachment 3). The project would involve a General Plan Amendment and an Amendment to the Aerojet SPA Ordinance.

In addition to consideration of this project by the City, development of the project site will require the issuance of a permit (referred to as a 404 Permit) by the U.S. Army Corps of Engineers (Corps) for the filling of wetland areas under Section 404 of the Clean Water Act. Given the extent of wetland fill anticipated, the Corps has determined that preparation of an EIS under the National Environmental Policy Act (NEPA) would be required. The City has determined that preparation of an EIR is necessary for compliance with the California Environmental Quality Act (CEQA). Thus, it was determined that the preparation of a joint EIS/EIR is appropriate. Attachment 4 provides an overview of the process associated with the preparation of a joint EIS/EIR. The City released the Notice of Preparation for the EIS/EIR on December 12, 2003, and will be holding scoping meetings with the Corps to receive public and interested agency input on the environmental issues associated with the project on February 26, 2004.



City staff and the Corps have been coordinating on this project since July 2003. This included the solicitation of proposals from environmental consulting firms considered qualified by the Corps. Based on review of the proposals submitted by City staff and input from the project applicant, EDAW was determined as the most appropriate firm to prepare the EIS/EIR. The Corps has formally accepted EDAW as the consultant for this project.

Analysis

Preparation of an EIS and EIR are required pursuant to NEPA and CEQA. The cost associated with preparation of the EIS/EIR by EDAW covered under this contract is \$838,751.00, which will be paid by the project applicant. The current schedule for the project anticipates completion of the environmental review process in May 2005. Maintenance of the schedule will require focused coordination with the Corps.

Financial Impacts

As mentioned above, this contract will be funded by the project applicant and would not involve the City's general fund.

Summary

Preparation of an EIS and EIR for the Rio del Oro project is required to comply with state and federal laws, and EDAW has been determined to be the most appropriate environmental consulting firm to prepare the EIS/EIR for this project.

REQUESTED MOTION

"I move that the City Council adopt a resolution approving a consultant services contract between the City and EDAW for preparation of a joint EIS/EIR for the Rio del Oro development project."

ATTACHMENTS

1. Resolution
2. Consultant Services Agreement
3. Rio del Oro Land Use Plan
4. EIS/EIR Preparation Overview

677021_1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 18-2004

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN EDAW, INC.
AND THE CITY OF RANCHO CORDOVA FOR PREPARATION OF A JOINT
ENVIRONMENTAL IMPACT STATEMENT /ENVIRONMENTAL IMPACT REPORT
FOR THE RIO DEL ORO DEVELOPMENT PROJECT**

RECITALS

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

WHEREAS, the United States Army Corps of Engineers ("Corps") has determined that the preparation of an environmental impact statement ("EIS") for the Project is also necessary under the National Environmental Policy Act ("NEPA"); and

WHEREAS, in cooperation with the Corps, the City solicited proposals from environmental consultant firms for the preparation of a joint EIS/EIR for the Project; and

WHEREAS, following review of the proposals received, EDAW, Inc. ("Consultant") was determined to be the most appropriate consultant firm to prepare the joint EIS/EIR for the Project; and

WHEREAS, the City and the Consultant have negotiated a consultant services agreement wherein the Consultant will prepare a joint EIS/EIR for the Project.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby authorizes the City Manager to execute a consultant services agreement between EDAW, Inc. and the City of Rancho Cordova in substantially the form set forth in **Attachment 1**.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
EDAW**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and EDaw ("Consultant") as of January 20, 2004.

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. The parties acknowledge that the Scope of Work set forth in Exhibit A involves the production of a joint EIR/EIS document that is intended to satisfy the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) when finished. The parties also acknowledge that the lead agency under NEPA, the United States Army Corps of Engineers ("Corps"), may establish additional requirements or make changes concerning Consultant's preparation of the EIS portion of the EIR/EIS document, which might affect the scope and cost of the services to be provided by Consultant pursuant to this Agreement. Consultant agrees to provide notice to City of any changes or requirements caused by Corps, which might affect the scope and cost of the services to be provided by Consultant pursuant to this Agreement. Said requirements or changes shall be considered as proposed modifications to this Agreement and shall be subject to approval by the City for purposes of this Agreement.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on May 2, 2005, the date of completion specified in the "Rio del Oro EIR/EIS Estimated Schedule," which is set forth 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 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$838,751.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs, including subconsultant fees and 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.

Consultant acknowledges that City's payment of compensation under this Agreement is also dependent upon City's receipt of funds from the developer of the Rio del Oro project ("Developer"). As such, Consultant agrees that in the event City has not received sufficient funds from Developer to pay for services rendered by Consultant under this Agreement, City may extend the times stated for payment of compensation under Sections 2.2, 2.3 or 2.7 until such time as those funds are received from Developer. In the event that City extends the time for payment in Sections 2.2, 2.3 and/or 2.7 due to insufficient funds, Consultant shall have the right to stop work until such time as the delayed payment is made by City. Consultant shall have the right, at any time during the term of this Agreement, to inquire and receive from the City a statement regarding the current balance of Developer funds held by City. City shall have the right, at any time during the term of this Agreement, to inquire and receive from the Consultant a statement regarding the total cost of the work expected to be performed by the Consultant for a thirty (30) day period following the date of inquiry. Both parties agree to make reasonable efforts to ensure that sufficient funds are available in advance to pay for the services rendered by Consultant.

2.1 Invoices. Consultant shall submit invoices, not more often than once every four (4) weeks 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 "Cost Estimate" set forth in Exhibit B.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 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.

2.8 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. Consultant shall indemnify, 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.

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.

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

- 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
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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.

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(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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- 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 Gene Albaugh ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

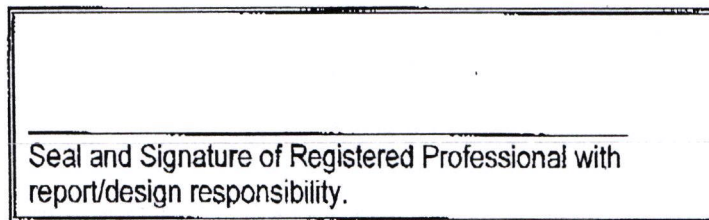
10.10 Notices. Any written notice to Consultant shall be sent to:

Gary Jakobs
EDAW Inc.
2022 J Street
Sacramento, CA 95814

Any written notice to City shall be sent to:

Patrick Angell
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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



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

* * * * *

CITY OF RANCHO CORDOVA

CONSULTANT

Ted Gaebler, City Manager

Gary Jakobs, Vice President

Attest:

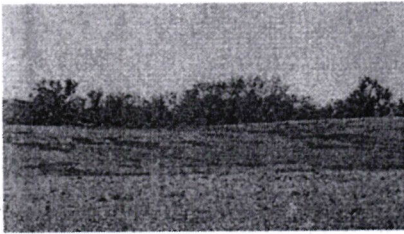
Lillian Hare, City Clerk

Approved as to Form:

Steven R. Meyers, City Attorney

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5 approach and work plan



OVERALL APPROACH

This work program addresses preparation of a joint EIR/EIS and mitigation monitoring and reporting program (MMRP). The work program may need to be refined and modified if separate CEQA and NEPA processes are pursued, if the project changes substantially, or new scope issues arise.

The State CEQA Guidelines contain a separate section for projects that are also subject to NEPA. A project that is subject to CEQA will also be subject to NEPA when it is jointly carried out by a federal agency; requires a federal discretionary permit, entitlement, or authorization.

When a project is subject to both CEQA and NEPA, state and local agencies are encouraged to cooperate with federal agencies, to the fullest extent possible, through such measures as joint planning, research, hearings, and preparation of environmental documents (State CEQA Guidelines §15226).

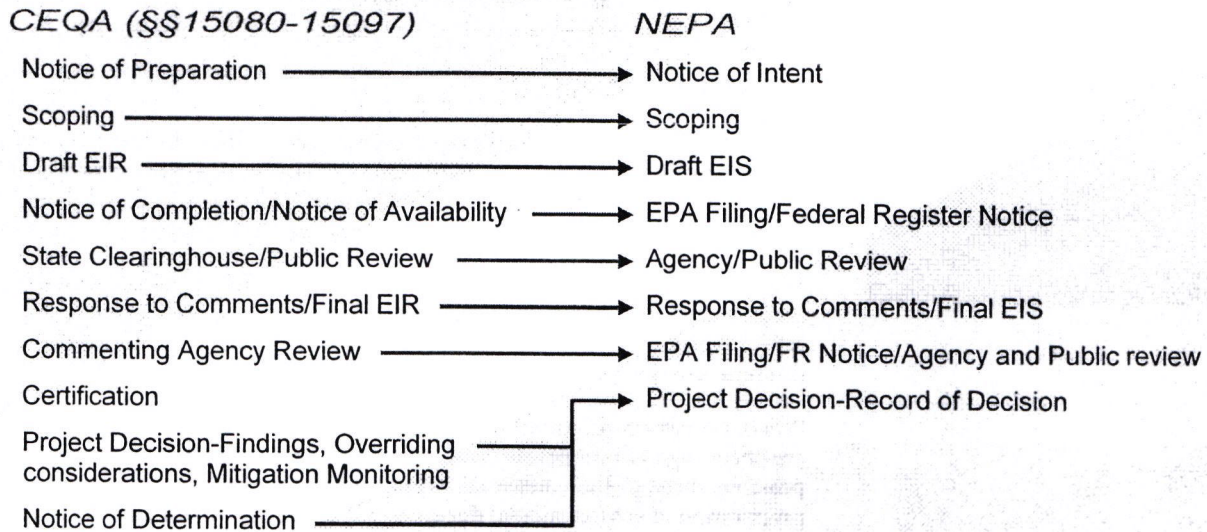
If a lead agency (i.e., City of Rancho Cordova) finds that an EIS for a project would not be prepared by the federal agency by the time the City need to consider an EIR, the Lead Agency should try to prepare a combined EIR/EIS. To avoid the need for the federal agency to prepare a separate document for the same project, the Lead Agency must involve the federal agency in the preparation of the joint document. This involvement is necessary because federal law generally prohibits a federal agency from using an EIR prepared by a state agency unless the federal agency was involved in the preparation of the document.

State and local agencies are encouraged to use NEPA documents to replace CEQA documents if the NEPA process is proceeding faster than the CEQA process and the NEPA document complies with CEQA (State CEQA Guidelines §15221). There is no provision in NEPA that authorizes a federal agency to use a CEQA document to comply with NEPA. Federal agencies typically use a CEQA document as important background information to prepare NEPA documents. To ensure that the procedural requirements of NEPA are met, the federal agency, in using a CEQA document for NEPA compliance should ensure that the record shows that there was independent review of the CEQA document and that the federal agency is preparing its own NEPA document based on the CEQA document.

However, it is encouraged to prepare a joint EIR/EIS (State CEQA Guidelines §15222). The two laws essentially establish similar processes (Refer to Exhibit 5-1 on the following page.). If separate CEQA and NEPA documents are prepared, however, construction and implementation of the proposed project will be limited. The project cannot be constructed or implemented without CEQA compliance. If CEQA compliance occurs faster than NEPA compliance, those portions of the project requiring federal discretionary approval, permit,

and authorization cannot be implemented, which in the case of the project would limit project implementation (i.e., where wetlands and federally endangered species occur). However, with CEQA compliance, the project

Exhibit 5-1. EIRs and EISs: Process

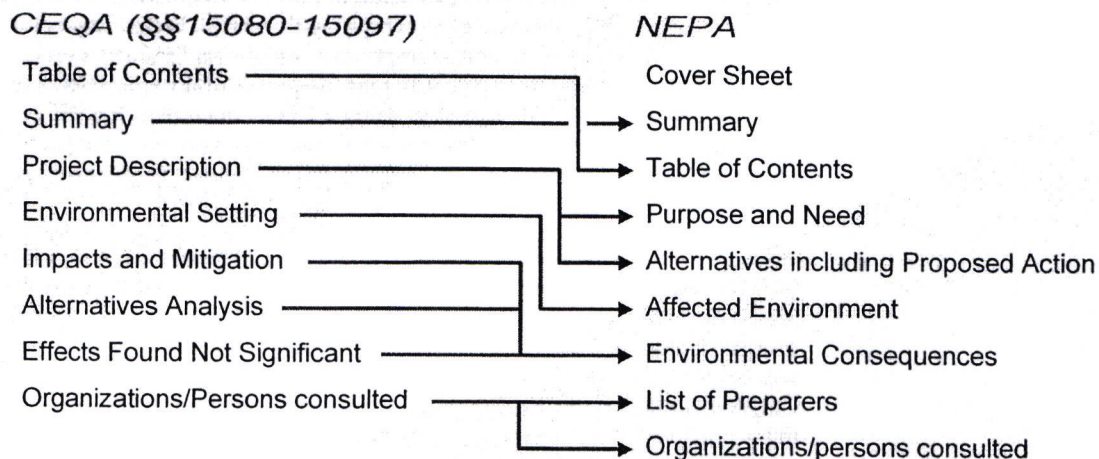


could obtain land use entitlements.

For purposes of this work plan, it is assumed that a joint EIR/EIS will be prepared. The City of Rancho Cordova will serve as the state lead agency under CEQA and USACE Sacramento District, will serve as the federal lead agency under NEPA.

Additionally, because the CEQA and NEPA processes are somewhat different with regard to procedural and content requirements (Exhibit 5-2), the agencies

Exhibit 5-2. EIRs and EISs: Content Requirements



should agree at the outset to apply whichever requirements are the most stringent.

JOINT EIR/EIS APPROACH

Although EIRs and EISs are similar in content, procedure, and decision-making, they also have their nuances, as illustrated in Exhibits 5-1 and 5-2. EDAW understands these nuances and how to mesh CEQA and NEPA requirements into a joint EIR/EIS. The following summarizes EDAW's approach on the merging of EIR and EIS contents for the proposed project into the joint document so that the document satisfies both CEQA and NEPA requirements.

Cover Page

The Cover Page is a NEPA requirement only. EDAW will prepare the Cover Page according to NEPA format, but will add the State Clearinghouse Number (to be assigned from NOP response). The Cover Page will also list the following required items:

- Lead and responsible/cooperating agencies
- Title and location of proposed action (i.e., proposed project in terms of CEQA)
- Contact information
- Abstract
- Dates to receive comments

Table of Contents

Both CEQA and NEPA require a Table of Contents that will include the following items:

- List of major sections and topical areas
- List of tables/exhibits
- List of technical appendices

Summary

Both CEQA (State CEQA Guidelines §15123) and NEPA require a Summary and will contain the following per CEQA and NEPA regulations. The format can be a challenge due to NEPA requirements for equal-weight alternatives analysis:

- Summary description of proposed project/proposed action
- Proposed mitigation and alternatives to reduce/avoid each significant effect (CEQA requirement; covers NEPA requirement to stress major conclusions)
- Areas of controversy raised by agencies and public
- Issues to be resolved including choice among alternatives and (per CEQA) whether/how to mitigate significant effects
- Summary table listing impact conclusions, significance before and after mitigation, and list of mitigation measures

Project Description

CEQA (State Guidelines §15124) and NEPA require the following (EDAW will follow the NEPA format because substantive requirements not in CEQA and will split the Project Description into two chapters: Purpose and Need, and Alternatives, Including the Proposed Action):

- Purpose and Need
 - ♦ Describe underlying need for proposed action (per NEPA).
 - ♦ Discuss project objectives (per CEQA) (note, the project objectives are a key component of CEQA; they frame the criteria for developing and considering alternatives).
 - ♦ Intended uses of the EIR/EIS, as required by §15124(d) of the State CEQA Guidelines and Council on Environmental Quality (CEQ), including a list of responsible and other agencies expected to use the EIR/EIS in decision making and a list of approvals for which the EIR/EIS will be used.
- Alternatives, Including the Proposed Action
 - ♦ Describe “all reasonable alternatives” including the No-Action (equivalent to CEQA No-Project) and alternatives not within lead agency’s jurisdiction. CEQA requires the consideration of “reasonable range of alternatives”, including “No Project”, which are capable of meeting project objectives.
 - ♦ Describe proposed project/action completely and thoroughly, including a list of permitting actions required.
 - ♦ Describe alternatives, including rationale for their selection for consideration.
 - ♦ Describe regional and local setting.
 - ♦ Describe project background and history.
 - ♦ Describe project characteristics, including on- and off-site components; infrastructure support required to serve the project; timing, and any other information relevant to an understanding of the project.
 - ♦ Construction schedule and phasing.

CEQA (State Guidelines §15126.6) and NEPA require preparation of an Alternatives analysis, however, there are differences between CEQA and NEPA. CEQA requires a focus on the project with a comparative analysis of alternatives, whereas NEPA requires an equal level of detail analysis of alternatives, therefore, EDAW will:

- Conduct equal level of analysis of alternatives, as required by NEPA, including the No-Action/Proposed Action (Project) Alternative.
- Add a discussion in the Alternatives chapter of the other alternatives considered but rejected from further consideration. The rationale for rejection of alternatives will be documented.

Other CEQA considerations that will be addressed in the Alternatives chapter, include:

- Consideration of a No-Project Alternative

- Focus on alternatives capable of avoiding significant effects
- Consideration if alternatives meet project objectives
- Feasibility of alternatives
- Consideration of feasible and meaningful alternative locations
- Identification of an "environmentally superior alternative"

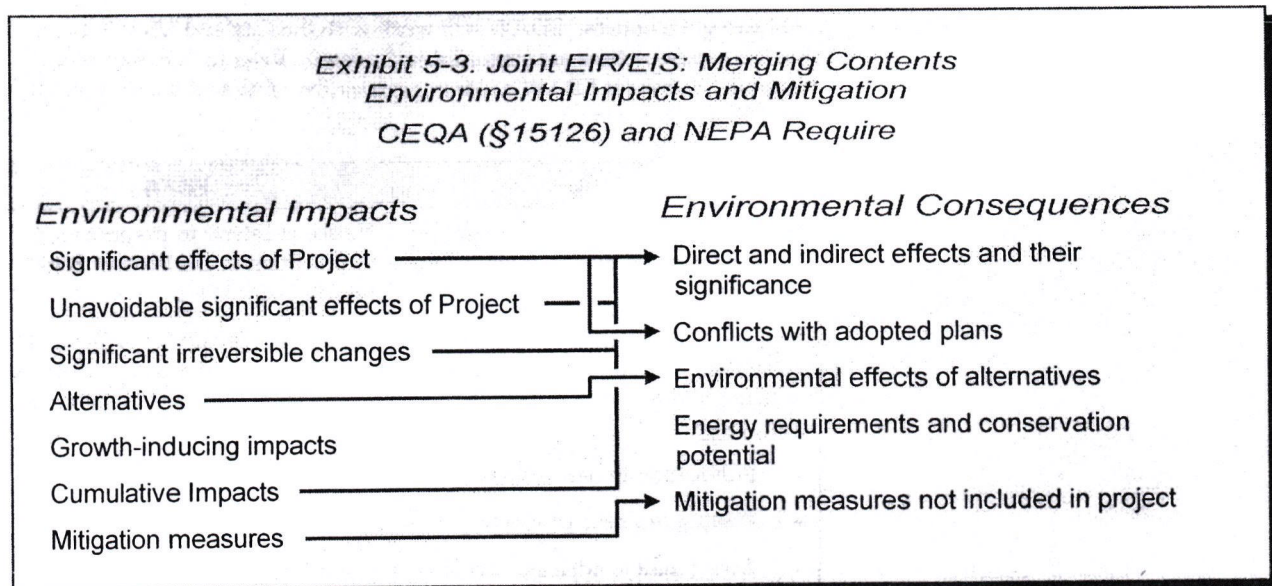
Environmental Setting

CEQA requires preparation of an "Environmental Setting" section (State Guidelines §15125), whereas NEPA requires preparation of an "Affected Environment" section. This section will:

- Describe physical conditions in place at the time of NOP (by environmental topic)
- Serve as the "baseline" for assessing impacts

Environmental Impacts and Mitigation

CEQA (State Guidelines §15126) requires an analysis of "Environmental Impacts", whereas NEPA requires an analysis of "Environmental Consequences." Exhibit 5-3 illustrates the comparison of the contents of the "Environmental Impacts" section under CEQA compared to the "Environmental Consequences" section under NEPA and how they interrelate.



EDAW will prepare one chapter that contains the following to satisfy both CEQA and NEPA requirements:

- Description of environmental setting (affected environment, see above) for each issue area.
- Description of regulatory setting.

- Listing of significance thresholds. These will in large part be based on IS questions in CEQA Guidelines Appendix G, although other sources will be used where more pertinent.
- Evaluation of impacts against significance thresholds and identify significance for each alternative, including No-Project/No-Action.
- Recommend mitigation measures to avoid or reduce impacts to below significance, where feasible and available.

Other Mandated Sections

EDAW will prepare separate chapters to cover the following mandated issue areas under either CEQA or NEPA:

- Growth-inducing impacts of each alternative
- Significant irreversible changes of each alternative
- Cumulative impacts of each alternative
- Effects found not significant of each alternative (which would reference the Initial Study prepared by the City)

Noticing Requirements

Because both CEQA and NEPA have specific noticing requirements, EDAW will follow both noticing requirements, as summarized below. In some instances, EDAW will be responsible for preparing particular notices and in others, either the City or USACE will be responsible for preparing and publishing the notices. EDAW will work with the City and USACE to ensure that the proper notices are prepared and posted. Refer to "Overall Work Program" below for EDAW's role in preparation of notices vs. the City and/or USACE.

CEQA	NEPA
Notice of Preparation to prepare EIR: 30 days (certified mail to responsible agencies)	Notice of Intent: to prepare an EIS (publication in the Federal Register): timing unspecified
Notice of Completion/Notice of Availability of Draft EIR: 45 days-noticing involves one of the following: • Publication in newspaper • Posting on/near property • Direct mail to adjacent owners	Notice of Availability of Draft EIS (publication in the Federal Register and distribution to those who have requested copies of the Draft EIS): 45 days noticing allowable under NEPA.
Notice of Determination (project approved): • County clerk and State Office of Planning and Research • 30-day statute of limitations	Adoption of Final EIS (publication in the Federal Register)
	Record of Decision (Publication in

	the Federal Register): minimum 30 days after Final EIR published but up to discretion of federal lead and pending resolution of ESA Section 7
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OVERALL WORK PROGRAM

The proposed scope of work that follows has been organized into major tasks which can easily be converted to a schedule of work tasks that would trigger payment of the work completed (see Section 6).

To ensure that work efforts completed to date by the project applicant are not duplicated and are used efficiently, EDAW has reviewed the following technical data, exhibits, and reports to develop the following work plan and approach to meet City, USACE, and regulatory agency scrutiny:

- Project Description
- Special Planning Area Land Use
- General Plan Amendment Exhibit
- Community Plan Amendment and Rezone Exhibit
- Ownership Exhibit
- General Plan Urban Policy Area Exhibit
- General Plan Transportation Diagram
- Sacramento City/County Bikeway Master Plan
- Circulation Master Plan
- Master Water Plan
- Existing Conditions On-site Drainage and Flood Plains
- Proposed Conditions On-site and Flood Plains
- Conceptual Drainage Master Plan
- On/Off-site Sewer Study
- Delineation to Army Corps of Engineers
- Section 404 Permit Application
- Elderberry Shrub Report
- Tree Inventory and Exhibit
- Hazardous Materials Technical Study
- Transportation Analysis
- A Special Status Species Report 1999 by Miriam Green Associates
- A Rare Plant Survey (2003) by ECORP
- Two Years of Fairy Shrimp Surveys on Tailings by Gibson & Skordal
- City of Rancho Cordova Draft Initial Study
- Project Background Information Provided by GenCorp

These technical reports, data, and exhibits will also be used, along with supplemental information (if needed), and agency coordination to assist in the formulation of impacts and mitigation measures. Impacts will also be identified based on the significance criteria established by CEQA (Appendix G of the State CEQA Guidelines), Lead Agency Practice, and regulatory requirements.

Task A: Initiate Project and Review Data**Purpose**

To reach consensus and common understanding on process, lines of communication, points of contact, format and content, strategy, and direction, including a thorough understanding of the proposed project.

Approach

1. Attend up to two orientation meetings with the City of Rancho Cordova and USACE staffs (EDAW principal-in-charge and/or CEQA strategist and project manager and subconsultant or technical representatives, if necessary) to review the proposed scope of work and agree on the preferred direction of the CEQA and NEPA strategies, including joint or separate processes. Discuss and agree on document format and content, roles and responsibilities, process, and schedule.
2. Receive any additional existing and new reference and research materials related to the project, project site, and vicinity that were not received previously, including base maps (preferably in CADD or GIS), aerial photographs, and any environmental or engineering studies; distribute, as appropriate, to project team members.
3. Discuss key issues that could present the need for data collection or updates or supplements to previous technical reports. It is assumed that any supplemental technical information can be obtained by the project applicant's consultants.
4. Discuss process for the formulation of project alternatives.
5. Prepare technical "sufficiency" review of the project applicant's technical studies. EDAW technical specialists and subconsultants will thoroughly review all relevant technical studies for sufficiency to prepare a legally defensible EIR/EIS. Where technical data are not adequate to adequately assess the project impacts, EDAW will prepare a "sufficiency" memo and submit it to the City requesting that the project applicant's consultants provide supplemental technical information. It is assumed that EDAW will be able to obtain all supplemental information. If additional data collection are required and not supplied by the project applicant, EDAW can obtain it, but would require potential renegotiation of the scope of work.
6. Discuss protocol and procedure for receiving rights of entry for obtaining access to the site for reconnaissance surveys.

TASK A SUMMARY

Products:	Meeting minutes and action items resulting from the orientation meetings
	Sufficiency memo outlining areas where supplemental technical data are required by the project applicant's consultants
Meetings:	Up to two orientation meetings with City and USACE staffs, to be attended by principal-in-charge and/or CEQA strategist, project manager, and subconsultant or technical representatives, if necessary

Task B: Prepare Project Description (Proposed Action and Purpose and Need and Alternatives) and Develop EIR/EIS Outline and Format

Purpose

To ensure agreement between all parties (City, USACE, project applicant, and the EDAW Team) on the project description and EIR/EIS outline and format.

Approach

1. Prepare the project description (proposed action) chapters of the EIR/EIS (Purpose and Need and Alternatives chapters). The contents of these chapters are described above under "Project Description". Providing an early draft of the project description to the City and USACE (and possibly the project applicant, at the City's discretion) will ensure that the environmental review addresses all project issues. The project description should be reviewed and agreed to by the City and USACE before the environmental analysis is initiated.
2. Provide EIR/EIS outline and format example to the City and USACE (using the most stringent requirements) to ensure that the EIR/EIS is structured to meet the City's and USACE's needs; allow the City and USACE to approve the project and provide entitlements and authorizations, and to meet regulatory agency scrutiny.

TASK B SUMMARY

Products:	Draft project description (Purpose and Need and Alternatives, Including the Project Action) chapters of the administrative draft EIR/EIS EIR/EIS outline and format example
Meetings:	Attendance by project manager at one project description review meeting with City's and USACE's staff

Task C: Conduct Scoping Meetings and Prepare Scoping Report

Purpose

To complete CEQA noticing requirements, evaluate and remove from further consideration environmental topics with less-than-significant impacts (none expected to be removed), and solicit input from regulatory agencies and the public to provide Rancho Cordova residents, agencies, and organizations with an early opportunity to voice their concerns and ensure that the environmental analysis addresses all relevant topics and issues.

Approach

1. It is assumed that the City will prepare and distribute an Initial Study/Notice of Preparation (IS/NOP) and the USACE (or potentially EDAW) will prepare and publish the Notice of Intent (NOI) in the Federal Register. EDAW will review NOP and NOI comments and consider relevant environmental issues in the EIR/EIS.
2. EDAW will assist the City and USACE in holding two scoping meetings for the project. EDAW will help facilitate the meetings, including summarizing the environmental review process and describing the proposed project. Large-scale exhibits will be provided, as necessary, to graphically present the environmental review process and illustrate the

project. Input provided by the public at the scoping meeting will be documented and considered in the impact analysis of the EIR/EIS, as appropriate. It is assumed that the City will arrange for a court reporter, if desired. The information obtained from the scoping task will be summarized in a scoping report. All comments in response to the NOP, NOI, and the scoping meetings will be provided in an appendix to the EIR/EIS.

TASK C SUMMARY

Products:	Presentation graphics and handout materials
	Draft scoping report (five copies)
	Final scoping report (twenty-five copies)
Meetings:	Two scoping meetings (coordination and attendance)

Task D: Prepare First Administrative Draft EIR/EIS

Purpose

After the CEQA and NEPA approach and strategy have been determined and agreed to by the City and USACE and the City and USACE have approved the draft project description, EDAW will prepare an administrative draft EIR/EIS that analyzes all potentially significant impacts associated with implementing the project.

Refer to "Joint EIR/EIS Approach" above for how EDAW envisions meshing CEQA requirements with NEPA requirements into the joint document. The following is the draft outline of the EIR/EIS which will include all of the content requirements identified above plus some additional clarification of contents.

Approach

The following lists and supplements/provides further clarification of the content requirements identified above under "Joint EIR/EIS Approach."

1. **Cover Page**
2. **Table of Contents**
3. **Summary.** Because this chapter summarizes the contents of the draft EIR/EIS, preparing it while the remainder of the document is still being revised and subject to City and USACE review is inefficient. For this reason, the chapter will be available to the City and USACE for review as part of the screen-check draft EIR/EIS (Task F).
4. **Introduction.** An introduction to the EIR/EIS will be prepared that describes the type and use of the EIR/EIS, the environmental process associated with the project, and the organization of the EIR/EIS. It also will identify documents incorporated by reference and documents used in preparation of the EIR/EIS as well as the lead, responsible, and trustee agencies.

5. **Purpose and Need.** The project description prepared under Task B and approved by the City and USACE will be revised as necessary under this task.
6. **Alternatives.** The EIR/EIS will analyze up to four alternatives at an equal level of detail:
 - Proposed Project
 - Two land use alternatives to be developed in consultation with the City and USACE (it is recommended that one alternative look at a different land use configuration/concept that reduces potential impacts and one alternative look at a different project site; the alternative site concept may be replaced by a different onsite alternative if an alternative site is deemed infeasible.)
 - No-Project/No-Action

However, because the alternatives have not been developed, it is assumed for purposes of this scope of work that any alternative site location is presumed to already have been completely surveyed for biological and cultural resources and that no technical studies would be needed. If additional surveying or technical studies are required, the scope of work would need to be adjusted accordingly.

7. **Environmental Setting, Impacts, and Mitigation Measures.** Using existing information and, when necessary, new analysis, EDAW will prepare the "Environmental Setting [i.e., Affected Environment], Impacts [i.e., Environmental Consequences], and Mitigation Measures" chapter (exact name of chapter will be determined during Task B when the EIR/EIS outline and format are presented and approved (with input from) by the City and USACE. It is anticipated that the following issues will be addressed in the EIR/EIS in an equal level of detail for each project alternative:
 - Land Use Consistency and Compatibility
 - Population, Employment, and Housing
 - Environmental Justice
 - Transportation and Circulation
 - Air Quality
 - Noise
 - Hydrology and Water Quality
 - Water Supply and Availability
 - Biological Resources (botanical, wildlife, and wetland resources)
 - Earth Resources (geology, soils, seismicity, and mineral resources)
 - Cultural Resources
 - Paleontological Resources
 - Visual Resources
 - Public Services and Utilities (law enforcement, fire protection, schools, parks and recreation, wastewater, electricity, natural gas, and solid waste)

- Hazards and Hazardous Materials

This list may be reduced or expanded following consultation with the City and USACE and from the results of scoping.

- Land Use Consistency and Compatibility.* The land use consistency analysis will assess the consistency of the project with adopted plans and policies aimed at reducing or eliminating environmental impacts, including consistency with the portions of the Sacramento County General Plan and Zoning Ordinance, as well as the applicable community plan, specific plan, and zoning designations in areas of the new City which have been recently been adopted by the City. The analysis will assess the affects of the project as it relates to the General Plan Urban Policy Area. The analysis will assess the effects of the project on the character of the project study area and compatibility with the existing and planned land use patterns. Existing land uses in the immediate vicinity of the project will be described from existing information, where available. This section also will address property reuse and the conversion of undeveloped land to other uses. An exhibit showing existing land uses will be presented in the EIR/EIS.

An assessment consisting of each issue area presented in the EIR/EIS (i.e., transportation, air quality, noise, etc.) with adopted plans and policies will be conducted as part of each issue area.

- Population, Employment, and Housing.* The population, housing, and employment analysis will include a review of the City's housing goals and policies as reflected in the newly adopted County's General Plan; potential changes in population, housing, and employment characteristics resulting from the project; and the potential for secondary environmental impacts from those changes. The population analysis will compare the amount and type of growth anticipated under the project with estimates contained in the General Plan and other adopted planning documents, including SACOG projections. The housing analysis will assess the consistency with City housing policies. The balance between jobs and housing will be calculated on a project-, City-, and County-wide level. The projected jobs/housing balance will be compared to existing conditions, and conditions anticipated under the General Plan, to determine the potential for the project to capture commuters currently leaving the area for jobs. The employment analysis will assess employment-generating effects of project construction and operation. An analysis of density and affordable housing will also be conducted and assessed with the City's General Plan.
- Environmental Justice.* "Environmental justice" refers to the fair and equitable treatment of individuals regardless of race, ethnicity, or income level, in the development and implementation of environmental management policies and actions. In February 1994, President Clinton issued Executive Order (EO) 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations." The objective of this EO is to require each federal agency to "make achieving environmental justice part of its mission by identifying and addressing, as appropriate,

disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations ("Environmental Justice: Guidance Under the National Environmental Policy Act," Council on Environmental Quality, December 10, 1997). The EO was accompanied by a memorandum that emphasized the importance of NEPA as a means for implementing environmental justice principles. The memorandum directs federal agencies to analyze the environmental effects, including human health, social, and economic concerns, of their actions where such analysis is required by NEPA. Executive Order 12898 gave agencies authority to consider environmental effects on low-income and minority populations. It also directs agencies to collect and evaluate data on the comparative health and environmental risks borne by low-income and minority populations, and to remove barriers to participation by such populations in the review of agency documents, public hearings, and other public participation activities.

Specifically, the president's memorandum directs federal agencies to undertake three actions:

1. Analyze environmental effects, including human health, economic, and social effects, of federal actions, including effects on minority communities and low-income communities, when such analysis is required by NEPA.
2. Develop mitigation measures outlined or analyzed in EAs, EISs, or RODs, whenever feasible, which address significant and adverse environmental effects of proposed actions on minority communities and low-income communities.
3. Provide opportunities for community input in the NEPA process, including identifying potential effects and mitigation measures in consultation with affected communities and improving accessibility of public meetings, official documents, and notices to affected communities.

For the environmental justice section of the EIR/EIS, EDAW will:

- Describe the potentially affected public.
- Describe the proposed action and alternatives.
- Describe the baseline conditions, relevant human environment and area of influence.
- Identify the full range of probable social impacts that will be addressed based on existing socioeconomic data.
- Project the estimated effects.
- Determine the significance of the social impacts identified (important to try to predict effects).
- Estimate subsequent impacts, and indirect, or cumulative impacts.

- Recommend new or modified alternatives and qualitatively estimate their effects or consequences.
- Develop mitigation measures for any unavoidable adverse effects, and if needed, monitor the affected community(s). The shape, size, and character of the environments vary.
- Determine if the proposed action could result in a violation of Federal, State, Indian tribal, or local law.

Overall, the purpose the environmental justice analysis includes developing the area of potential effect, drawing the sociological profile of the affected communities, determining if the project would unduly impact disadvantaged communities or is likely to adversely change the character of the community. The analysis will rely strongly on U.S. Census data.

- d. *Transportation and Circulation.* Fehr & Peers has been identified as the traffic consultant for this project. See "Subconsultants' Approach and Work Program" below, for information regarding the scope of work associated with the transportation and circulation analysis.
- e. *Air Quality.* Current regional and local air quality conditions in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will also be addressed.

The air quality impact analysis will include a general discussion of potential temporary, short-term (i.e., construction) air pollutant effects. Short-term emissions attributable to the proposed project and up to a maximum of 4 project alternatives will be quantitatively assessed. Projected construction emissions will be estimated based on construction data (e.g., assumed duration of construction, project phasing, amount of land to be disturbed/graded, types of equipment to be used, number of construction employees) to be provided by the City or project applicant.

Long-term (i.e., operational) regional air pollutant emissions, including stationary, area, and mobile source emissions, will be assessed. Regional mobile source emissions will be estimated based on trip generation data from the traffic analysis prepared for this project. The CARB-approved URBEMIS2002 and EMFAC2002 computer models will be used to estimate regional criteria pollutant emissions associated with the proposed project. Emissions of potentially odorous and/or toxic air contaminants and resultant impacts to nearby sensitive land uses will be qualitatively discussed.

Local mobile source carbon monoxide (CO) concentrations will be assessed using the CARB-approved CALINE4 model. Local mobile source CO concentrations are typically quantified for congested areas (i.e., level of service [LOS] E or worse) with high background CO

concentrations. Air quality conditions at signalized intersections will be modeled for P.M. peak-hour traffic for the existing, existing plus project, and cumulative-plus-project scenarios (totaling up to 30 model runs for each project alternative) to determine the potential for localized "hot spots." Modeled CO concentrations at sensitive receptors will be compared with state and federal 1- and 8-hour ambient air quality standards to determine impact significance.

Total regional operational emissions of criteria pollutants will be compared with applicable SMAQMD significance thresholds. For purposes of this scope, it is assumed that the proposed project would be consistent with the emissions budgets contained in regional air quality attainment plans, such that extensive consultation with SMAQMD and Sacramento Area Council of Governments (SACOG) staff would not be required. A federal General Conformity determination is not included in this scope; however, it can be added after further information and strategy on the environmental compliance document(s) are determined. Mitigation measures will be included for any potentially significant or significant impacts.

Please note: Any revisions to the traffic report, subsequent to completion of any air quality modeling, may require additional effort currently not accounted for in this scope of work.

- f. *Noise.* The EIR/EIS will include a description of the existing noise environment on and in the vicinity of the project site, based on existing environmental documentation and onsite reconnaissance data. If available from existing sources/documentation, noise contour maps associated with nearby major noise sources that could potentially affect the project site, including Mather Field, will be incorporated in the EIR/EIS. As part of a site reconnaissance, EDAW will conduct up to a total of 8 short-term (i.e., 15 minute) daytime noise measurements at various locations on and in the vicinity of the proposed project site to document ambient noise levels. If possible, at least one of the measurements will be planned to coincide with any rocket testing activities at Aerojet (if such activities are continuing). Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described in the EIR/EIS.

To assess potential temporary, short-term (i.e., construction) noise impacts, sensitive receptors and their relative exposure (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at those receptors (at given distances from the source) will be calculated. Predicted noise levels will be compared with applicable state and local standards.

To assess potential long-term (i.e., operational) noise impacts, EDAW will conduct traffic noise modeling based on daily traffic volumes obtained from the traffic analysis prepared for this project. Traffic noise modeling will be conducted for up to four project alternatives, at an equal level of analysis. The Federal Highway Administration (FHWA) roadway noise prediction model will be used to determine

roadway traffic noise levels (in day-night noise level/community noise equivalent level [$L_{dn}/CNEL$]) for the existing, existing-plus-project, and cumulative-plus-project scenarios, for up to ten roadway segments. Modeled traffic noise levels and distances to noise contours for the modeled scenarios will be summarized in the EIR/EIS.

The assessment of long-term noise impacts will include an analysis of stationary source noise impacts associated with the proposed project, as well as potential noise impacts to the site associated with nearby noise sources, including ongoing Aerojet activities and Mather Field. This analysis will include an evaluation of the potential for existing stationary noise sources to affect proposed onsite land uses and of the potential for proposed onsite noise-generating land uses to affect both onsite and offsite receptors. Analysis of nearby noise sources and potential impacts to the project site will be based on existing environmental documentation and data obtained from the noise monitoring survey. For purposes of this scope, it is assumed that CNEL noise contour maps for Mather Field would be available from the County, such that detailed noise modeling of aircraft operations at this facility would not be required. Based on discussions with Mather Field personnel, Single-Event noise contour maps associated with aircraft over flights have not been prepared for this facility. Consequently, the assessment of aircraft noise will be based on a qualitative discussion of predicted single-event noise levels (SEL) associated with aircraft over flights, based on a review of current and projected Mather Field flight paths in relation to the project site, existing SEL data from similar aircraft operations, as well as any measurement data obtained during the site reconnaissance. Modeling of aircraft noise is not included in this scope. The significance of long-term noise impacts will be determined based on applicable state and local standards.

Mitigation measures will be developed for significant and potentially significant noise impacts.

Please note: Any revisions to the traffic report, subsequent to completion of any noise modeling, may require additional effort currently not accounted for in this scope of work.

- g. *Hydrology and Water Quality.* EDAW will prepare a hydrology and water quality impact assessment that is focused on five main water resource topics including:
 1. Short-term temporary construction-related effects on hydrology and water quality;
 2. long-term operations-related water quality;
 3. permanent changes to stormwater drainage and/or flooding;
 4. operations-related impacts to groundwater conditions (assuming groundwater is used for municipal or landscaping supplies); and

5. cumulative onsite and offsite hydrology and water quality impacts.

The environmental setting will briefly describe existing drainage and water quality conditions of the project study area based on existing information. Applicable federal, state, and local regulations for stormwater drainage, grading and erosion control, and other water quality protection procedures will be described, and where necessary, additional feasible mitigation measures will be identified if found to be necessary.

The impact analysis of hydrologic and water quality resource topics will generally be qualitative based on existing information; quantitative information and analyses will be provided where information is available. Specific water resources issues that are anticipated to be of interest to responsible agencies and other stakeholders will be addressed in the impact analysis and include, but are not limited to:

- Stormwater drainage runoff effects to Morrison Creek and communities located downstream of the property;
- Consistency with County National Pollutant Discharge Elimination System Stormwater Management Program for stormwater drainage and water quality treatment;
- Offsite water quality effects associated with construction and long-term urban development; and,
- Consistency with, and any potential project-related effects to, the ongoing groundwater contamination cleanup efforts being conducted by Aerojet.

Executive Order 11988 on floodplain management provides guidance for the protection of natural floodplain values and of life and property. To comply with the requirements of CEQA and NEPA, the potential effects of the proposed project on flooding will be evaluated.

For the purpose of technical analyses to be conducted and completion of this scope of work, EDAW assumes that:

- EDAW will not conduct any additional hydrologic or water quality field data collection for the project.
- The setting and analysis of hydrologic and water quality impacts will be based on existing information to the extent possible including Wood Rogers February 2003 "conceptual drainage study", the ERM Revised Hazardous Materials Technical Study, and other readily available information (e.g., floodplain data, resource agency reports).
- The project applicant will provide opportunity for EDAW to review information on any proposed groundwater supply well installations (assumed to be addressed in future Master Water Plan).
- The project applicant will provide relevant water quality data that has been conducted on surface drainages within the project study area.

- h. *Water Supply and Availability.* EDAW will prepare the water supply section of the EIR/EIS, which will evaluate the project's water supply demand against known available water supplies and will determine proposed environmental impacts associated with the provision of a reliable source of water to the project area including direct impacts associated with water supply infrastructure.

The project includes 11,443 residential units and approximately 760 acres with commercial, industrial, educational, and community park uses. These uses will require potable domestic water (i.e., drinking and bathing) and additional water for landscape irrigation.

Because the project proposes construction of over 500 residential housing units, the project will be subject to the provisions of Senate Bill (SB) 610 (Chapter 643 of the 2001 Statutes) and SB 221 (Chapter 642 of the 2001 Statutes). These bills parallel one another and establish water supply requirements for large developments, specifically residential developments, although SB 610 has greater authority here as it is required in an EIR. Requirements include the documentation and provision of written verification that sufficient water supplies are available to meet the project's projected water demands during normal, single-dry, and multiple-dry water years over a 20-year projection. It is assumed that the City, relevant water districts and/or the project applicant will be responsible for providing this verification and supporting data. It is assumed that the identified water source is from existing, known supplies and that separate analysis for delivery of this water supply would be required and is not proposed. EDAW will review the information provided by the City and incorporate information as appropriate into the water supply section.

The project study area is located in the Central Groundwater Basin of Sacramento County and within the SCWA Zone 40 water supply service area. SCWA is responsible for the storage, transmission, and distribution of potable water within its service area (Zone 40). SCWA is undergoing environmental review (EDAW is preparing the EIR for the County) for its 2002 Zone 40 WSMP, which updates the adopted 1987 WSMP for Zone 40. The EIR for the 2002 Zone 40 WSMP is expected to be published in fall 2003.

The 2002 Zone 40 WSMP identifies water demands, sources of water supply, groundwater availability, water quality, and facility requirements to meet projected demand over a 30-year planning horizon within its service area. The 2002 Zone 40 WSMP identified a near-term study area (2030 Study Area) where growth and increased water demand is expected to occur and where water supply infrastructure would be constructed to serve this growth. A small portion of the project area along Sunrise Boulevard is located in the 2030 Study Area. The remainder of the project site is located outside the 2030 Study Area. Although a near-term study area has been identified in the 2002 Zone 40 WSMP, the WSMP does not specifically preclude delivery of water outside the 2030 Study Area. EDAW will coordinate with SCWA and other agencies as appropriate (i.e., U.S. Bureau of Reclamation) to investigate water supply delivery options

for the proposed project based on expected water demand projections provided by the City. For purposes of this scope of work, 40 hours of senior water resources management staff (Sydney Coatsworth), extremely knowledgeable of the local water issues based on EDAW's work on 2002 Zone 40 WSMP EIR and Sacramento Area Water Forum Water Plan EIR, has been allocated for this effort. It is expected that our investigations will be coupled with the SB 610 analysis in providing a full picture of water issues potentially affecting the project.

EDAW will prepare the water supply section of the EIR/EIS. For purposes of this scope of work, this analysis assumes that the diversion and pumping-related effects associated with provision of water to the project area have been appropriately evaluated in separate water supply environmental documents and that this EIR will tier, as appropriate, from those documents (as well as rely on the SB 610 analysis). No modeling analysis is proposed. The water supply section will describe the sources of water to serve the project site (i.e., potable, recycled, or remediated water) and impacts associated with delivery of these water types. For the offsite alternative it is assumed that sufficient water supplies are available and have been identified to serve the project.

The City has indicated that potential water supply options for the project may not have detailed analysis regarding the diversion and pumping-related effects associated with delivering water to the project area. One potential option would be the use of reclaimed water that is discharged by Aerojet to Lake Natoma and diverted downstream for potable water supply uses. Based on EDAW's work with the County in preparation of the 2002 Zone 40 Water Supply Master Plan, although reclaimed Aerojet water may be a potential water supply option for the Rio del Oro project, it is too speculative at this time to determine whether this would be a viable water supply source for the project. Further, this option would require agreements from the Sacramento County, Aerojet, and possibly the California Department of Health Services prior to its implementation, which are not yet in place.

EDAW proposes to coordinate with the City of Rancho Cordova, local water agencies, and the County of Sacramento to investigate whether the reclaimed Aerojet water would be a feasible water supply option for the project. However, because it is unknown whether this option or other viable water supply options would be implemented, EDAW cannot propose to provide a detailed analysis of the diversion and pumping-related effects associated with providing water to the project site. At the time more information becomes available, EDAW will consult with the City to recommend a course of action that will meet the City's needs. The intent of our scope is to "narrow" the scope of work of the water analysis. However, the recommendation may also be that additional work is needed (if information is not available). Depending on the final outcome of this coordination and course of action, a contract amendment may or may not be required. It may be that information becomes available and the scope of work is

sufficient. The recommended course of action will be coordinated with the City.

- i. *Biological Resources.* EDAW biologists will conduct a thorough review and analysis of previously completed documents that address the biological resources of the project site for accuracy, adequacy, and completeness. This will include a review of the following:
 - Jurisdictional Delineation, Rio del Oro Property (Gibson and Skordal 1999);
 - Elderberry Survey, Rio del Oro Property (Gibson and Skordal 2000);
 - listed vernal pool branchiopod survey reports prepared by Gibson and Skordal for the 2000 and 2001 wet seasons;
 - Rare Plant Survey, Rio del Oro Property (ECORP 2003); and
 - Tree Inventory for Rio del Oro Project (Sierra Nevada Arborists 2003).

It is assumed that any supplemental technical documentation will be provided by the project applicant's consultants. An analysis of sufficiency of the data will be conducted and documented in the memo to be prepared by EDAW as part of Task A. If the project applicant cannot supply the supplemental technical data or where the obtaining the technical data would compromise the schedule, the City may decide to have EDAW obtain the supplemental technical data, requiring a need to revisit the scope of work.

EDAW will also search statewide databases that include specific information on special-status species occurrences including the CDFG CNDDDB and the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants for information on local occurrences of special-status plants. The results of the CNDDDB search will be mapped in the EIR/EIS.

An EDAW botanist and wildlife biologist will conduct a reconnaissance-level survey to characterize and map general biological resources on the site. The potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by USFWS, CDFG, or CNPS will be evaluated. Sensitive biological resources known to occur on the project site include jurisdictional waters, native trees, and special-status species based on the visit and review of the studies. A total of 73.64 acres of jurisdictional waters have been delineated on the Rio del Oro property. Approximately 15.4 of total jurisdictional waters acreage has been identified as habitat for federally listed branchiopods. Habitat for the VELB and Greene's legenera has also been identified on the project site. The project site includes more than 1,500 native trees, most of which are cottonwood. EDAW has assumed that the focused surveys for sensitive biological resources completed to date will be sufficient for the purposes of the EIR/EIS. If it is determined at a latter date that focused surveys must be conducted, EDAW is prepared and qualified to conduct those surveys as an amendment to this scope of work, upon the request of the City if desired.

After completing the review of existing biological resources information and the reconnaissance surveys, the biological resources chapter of the EIR/EIS will be prepared. The section will provide a summary of biological resources on the project site, including descriptions of plant communities present, the associated plant and wildlife species, and sensitive biological resources known to or with the potential to occur on the project site. An exhibit will also be provided, depicting the locations of known occurrences of special-status species, areas of suitable habitat for special-status species, and sensitive habitats on the project site. A habitat map of the site will also be included in the chapter.

The chapter will also include a regulatory setting element, summarizing all relevant laws and regulations that apply to the protection of biological resources on the project site. This section will set the framework for analyzing potential impacts to biological resources. The regulatory setting section will also define the thresholds of significance for impacts to biological resources based on State CEQA Guidelines and ESA compliance.

The EIR/EIS will provide a detailed analysis of all potentially significant direct and indirect impacts of the proposed project and alternatives to biological resources. Proposed habitat removal or alteration will be quantified by habitat type. The impact analysis will include a discussion of potential adverse effects on the current hydrology that supports wetlands that will be retained. The potential need for incidental take authorization and consultation under Section 7 of the Endangered Species Act will be discussed. The USACE permit process for wetland fills and other relevant state, federal, and local permit processes will also be discussed. EDAW understands that regulatory authorization from USACE, CDFG, USFWS, and possibly other state, federal, and local agencies with jurisdiction over biological resources on the project site will be needed before the proposed project could be implemented. It is also assumed that the project applicant will obtain all permits and perform formal consultation. However, if desired by the City or USACE, EDAW is prepared and qualified to obtain all such permits under an amendment to this scope and budget. Feasible measures to avoid and/or minimize potentially significant impacts will be recommended. Unavoidable adverse impacts will be identified, if applicable. All mitigation measures will be designed in conformance with resource agency and City requirements.

- j. *Earth Resources.* For the earth resources section, EDAW will assess the potential for impacts associated with soil and geological conditions at the project site. This section will focus on geotechnical hazards, seismicity of the area, potential for liquefaction and subsidence, the erodibility of the site's soils, soil stability characteristics, shrink/swell and corrosion potential of site soils, as applicable. Although a geotechnical report was not listed in the RFP as one of the existing technical reports prepared by the project applicant, EDAW is assuming that a geotechnical report will be prepared by the project applicant and that the analysis will be based on existing documentation. No fieldwork or geotechnical engineering analysis is

included. Mitigation measures will be presented for any significant or potentially significant impacts identified in the earth resources analysis based primarily on recommendations in the geotechnical and soils reports.

- k. *Cultural Resources.* EDAW will complete the following tasks to provide the necessary information and assessment of potential project-related impacts to support the EIS/EIR and agency decisions under NEPA, CEQA, and Section 106 of the NHPA.

Background Research. Peak & Associates prepared a Cultural Resource Assessment Report for the project site in 1999. EDAW has conducted a brief review of this document, and concluded that much of the necessary background research has been completed. However, due to the fact that the background research for that effort is now more than four years old, EDAW proposes to conduct an updated search of the files maintained by the North Central Information Center to ensure that no new relevant information is available. This formality is primarily intended to ensure the defensibility of the analysis to be presented in the EIS/EIR.

EDAW will also review historic maps, including General Land Office survey plats and historic U.S. Geological Survey (USGS) maps, and unpublished literature on the development of the gold dredging industry in the Rancho Cordova area to further refine the historical context of the project area. EDAW will also assess historical activities conducted at the project site by Aerojet and its predecessors related to rocket testing and other operations that may have led to the creation of historic sites, structures, or features. Because of the generally sensitive nature of these data and the lack of ready access at repositories such as the Information Center, EDAW assumes that relevant information will be provided by the USACE or the City.

EDAW does not propose to conduct consultation with Native American tribes in this scope of work. It is assumed that the project applicant will conduct this consultation. The responsibility to consult with federally recognized tribes under Section 106 of the NHPA rests with the lead federal agency (i.e., USACE), and EDAW assumes USACE will conduct these consultations directly. However, EDAW is qualified to conduct both informal (e.g., contact letters) and formal (e.g., oral interviews) consultation with Native American tribes and organizations as an optional task.

Field Research. An archaeologist from EDAW will participate in a one-day field visit to become more familiar with the project site. Due to the extensive nature of 20th century dredge tailings and the archaeological inventory conducted by Peak & Associates in 1999, EDAW does not propose any intensive field inventory within this scope of work.

Reporting. EDAW will also compile a complete environmental setting section and a concise description of potential project-related impacts. Significance criteria and measures needed to avoid or reduce significant impacts to historic or prehistoric resources in compliance

with NEPA, CEQA, and Section 106 of the NHPA will be developed and presented for inclusion in the EIS/EIR.

In accordance with the State CEQA Guidelines, EDAW will outline procedures to be undertaken in the event that buried archaeological materials (e.g., bone, flaked stone, structural remains, historic refuse) are encountered during project construction. This is a particularly sensitive issue for this project due to the extensive areas that are now covered in dredge tailings, precluding a reasonable opportunity to identify resources that may be buried beneath these features. The discovery procedures hinge on the protection of discovered materials until they can be assessed by a professional archaeologist and treated in accordance with their potential significance.

Additional Tasks Not Included. EDAW anticipates that two cultural resources issues may require additional efforts prior to project approval: (1) evaluation and/or treatment of cultural resources; and (2) Section 106 compliance. However, for purposes of this work plan, it is assumed that the project applicant will pursue these tasks.

If requested, senior cultural resources staff from EDAW would be available to assist with the evaluation and/or treatment of cultural resources and in the Section 106 compliance process, but would require a modification to the contract. This assistance could be in the form of strategic guidance, or in the preparation of supporting documents (e.g., draft Programmatic Agreement, Memorandum of Agreement, Historic Properties Treatment Plan, Cultural Resources Management Plan, etc.) that may be necessary to complete the Section 106 process. In particular, close coordination with the City and USACE may be needed to evaluate the timing of the Section 106 process relative to the NEPA document and Record of Decision to be issued by USACE.

- I. *Paleontological Resources.* EDAW will complete the following tasks as part of its environmental analysis of potential project-related impacts on paleontological resources:

Field Studies and Data Sources. EDAW will assess the potential for project impacts on paleontological resources by identifying the geological formations on which the project site is located and assessing their sensitivity for containing significant fossils. EDAW will conduct a sensitivity assessment by consulting the paleontological literature for the applicable geological stratum, including articles published in academic journals, geologic maps, and environmental analyses for other projects in the region. EDAW will conduct a records search at the Museum of Paleontology at the University of California, Berkeley to identify the nearest known fossil finds. If the literature search indicates that the project study area is likely to contain paleontological resources, EDAW will perform a pedestrian survey of high-sensitivity areas potentially affected by the proposed project.

Paleontological Analysis. The paleontological resources section of the EIR/EIS will include the following information:

- an introduction of the physiographic province and a brief summary of the geological setting, formations, and stratigraphy of the project study area;
- a discussion of the sensitivity of the project study area and the presence and significance of any known paleontologic sites or other paleontologic resources within or adjacent to the project site;
- a summary of the paleontological literature search conducted for the project study area;
- an assessment of the likelihood that the project study area contains significant fossils;
- a description of paleontologic significance and of how the proposed project would affect them (information on specific paleontological find locations would be submitted separately from the EIR/EIS to protect confidentiality if paleontological sites are identified in the project area); and
- an assessment of the potential cumulative impact on any paleontological resources.

If a significant impact on paleontological resources is identified, EDAW will identify proposed measures to mitigate the impact. These may include measures to avoid disturbing paleontological resources and worker education and/or construction monitoring measures that would reduce the potential for inadvertent impacts during construction. Monitoring and compliance verification measures will be identified to ensure that mitigation is successful. However, any actual required monitoring is not included as part of this scope of work.

- m. *Visual Resources.* EDAW will evaluate the potential for the urbanization of the project site to gradually eliminate views of expanses of open space that are currently seen from adjacent roadways. A reconnaissance level site visit will be conducted to evaluate the visual character of the project site and surrounding areas and to take photographs to be included in the EIR/EIS. It is assumed that visual photosimulations are not necessary. If the City or USACE determines that photosimulations should be prepared, EDAW can produce them. However, they are not included in the proposal at this time. The effect of the change in the visual character of the project study area from rural open space to urban uses will be evaluated and any scenic resources (riparian woodland, drainages, trees, etc.) that could potentially be damaged will be identified. EDAW will rely on information contained in the tree inventory prepared by the project applicant on the numbers of trees on site. EDAW also assumes that the project applicant will provide tree removal estimates. The character of the urban design of the proposed project will be evaluated with respect to its consistency with the urban design goals of the General Plan and ability to enhance the visual quality of the

City and the visual experience of those visiting or residing in the immediate area.

EDAW will evaluate the potential for lighted commercial and recreational areas within the project and traffic generated by the project to result in light and glare effects to residential properties that will be located both within and adjacent (future) to the project study area. The potential for project lighting to increase ambient light levels causing diminished or obscured views of nighttime skies will also be analyzed.

- n. *Public Services and Utilities.* The public services and utilities section will address law enforcement, fire protection, schools, parks and recreation, wastewater, electricity, natural gas, and solid waste. EDAW will contact each of the affected public service providers to obtain relevant baseline and regulatory information, solicit input on potential impacts, and to obtain "will-serve" letters, which will be presented in an appendix to the EIS/EIR. Project-related demand for facilities and services will be estimated and compared against existing capacity and proposed future capacity associated with the project (e.g., potential construction of onsite parks, fire stations, schools, etc.). Service demand will be determined using population projections and land use information provided by the project applicant. Impacts will be based on whether any new facilities would be needed and if construction of such facilities could generate significant impacts. The public services section will also discuss the potential impacts of required annexation of services and involvement by Sacramento County LAFCO and other agencies. Offsite facility needs (if any) are not currently known; if surveys or analysis of any offsite locations is needed, such analysis would be subject to a scope of work modification.
- o. *Hazards and Hazardous Materials.* ENGEO has been identified as the hazards and hazardous materials consultant for this project. See "Subconsultants' Approach and Work Program" below, for information regarding the scope of work associated with the hazardous materials analysis.

Other potential hazards associated with the project include flooding, seismic events, and fire. These will be addressed in the Hydrology and Water Quality; Earth Resources; and Public Services and Utilities chapters of the EIR/EIS.

- 8. **Growth-Inducing Impacts.** In accordance with §15126.2(d) of the State CEQA Guidelines and NEPA, EDAW will prepare a chapter that evaluates the potential growth-inducing impacts of the project. Potential sources of growth inducement and their impacts, such as removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable.
- 9. **Significant Irreversible Change and Unavoidable Impacts.** EDAW will prepare a chapter that addresses significant irreversible changes per NEPA and significant and unavoidable adverse impacts associated with the project, consistent with State CEQA Guidelines §§15126.2(b) and (c). Included in the discussion will be any impacts that can be partially

mitigated, but not to a level that is less than significant. Any mitigation measures eliminated from consideration because of new impacts associated with their implementation also will be discussed.

10. **Cumulative Impacts.** EDAW will prepare a cumulative impacts chapter consistent with §15130 of the State CEQA Guidelines and NEPA. The chapter will define what constitutes a cumulative impact under CEQA and provide a summary of the project's cumulative impacts that considers both specific known projects and projected growth. The analysis will be based on an updated list of proposed, pending, and approved projects, to provided by the City, and the City's and County's General Plans, and on regional growth projections contained in SACOG documents.
11. **Effects Found Not to be Significant.** EDAW will summarize and list any effects found not to be significant.
12. **List of Agencies, Organizations, and Persons Consulted.** This chapter will contain a list of all agencies, organizations, and persons consulted to prepare the draft EIR/EIS.
13. **Report Preparers.** This chapter will acknowledge all preparers of the EIR/EIS, including their role and education (per NEPA)
14. **References.** This section will cite all documents, reports, data, and persons contacted to prepare the EIR/EIS.
15. The draft EIR/EIS will also contain the following:
 - Index (per NEPA)
 - Technical Appendices (that support the EIR/EIS analysis)
16. Conduct four in-progress review meeting with City and USACE during preparation of the administrative draft EIR/EIS to allow the City/USACE to provide input on the preliminary results of the administrative draft EIR/EIS analysis and guidance on critical issues that may require resolution during development of the administrative draft EIR/EIS.
17. Submit first administrative draft EIR/EIS to the City and USACE for review and comment.

TASK D SUMMARY

Products:	Ten copies of the first administrative draft EIR/EIS
Meetings:	Four in-progress review meetings on administrative draft EIR/EIS status meeting to be attended by the project manager and principal-in-charge and subconsultants if necessary

Task E: Prepare Second Administrative Draft EIR/EIS

Purpose

Ensure that comments received from City and USACE staffs (and project applicant if desired by City/USACE) have been adequately and thoroughly addressed, EDAW will prepare a second administrative draft EIR/EIS with tracked changes for easy reference to revisions.

Approach

1. Coordinate with the City's staff, which will assemble City comments on, and suggested revisions to, the administrative draft EIR/EIS and coordinate with USACE staff which will assemble USACE comments on the EIR/EIR. Two sets of unified comments will be provided to EDAW (one from the City and one from USACE).
2. Attend one meeting with City and USACE staffs to discuss comments on the first administrative draft EIR/EIS.
3. Complete revisions to the first administrative draft EIR/EIS in accordance with review comments. The second administrative draft EIR/EIS will be submitted with tracked changes so that City and USACE can easily track changes resulting from review comments on the first administrative draft EIR/EIS. Revisions will be prepared in conformance with the scope of work.
4. Submit a second administrative draft EIR/EIS to the City for final review. Consistent with State CEQA Guidelines §15123 and NEPA, an executive summary will be prepared and presented in the screen-check draft EIR/EIS that presents the significance conclusions of the EIR/EIS using clear and simple language easily understood by the public. A summary table will identify each impact presented in the analysis, identify the level of impact before mitigation, describe mitigation measures when applicable, and, for those impacts requiring mitigation, identify the level of impact following implementation of mitigation.

TASK E SUMMARY

Products:	Ten copies of the second administrative draft EIR/EIS (with tracked changes)
Meetings:	One meeting to review comments on the first administrative draft EIR/EIS to be attended by the project manager

Task F: Prepare Screen-Check Draft EIR/EIS**Purpose**

To demonstrate that all changes and corrections required by the City and USACE have been made to the EIR/EIS and that the formal draft EIR/EIS is ready for public release.

Approach

1. Coordinate with the City's staff, which will assemble City comments on, and suggested revisions to, the second administrative draft EIR/EIS and coordinate with USACE staff which will assemble USACE comments on the EIR/EIR. Two sets of unified comments will be provided to EDAW (one from the City and one from USACE).
2. Attend one meeting with City and USACE staffs to discuss comments on the second administrative draft EIR/EIS, if needed.

3. Complete revisions to the second administrative draft EIR/EIS in accordance with review comments. Revisions will be prepared in conformance with the scope of work.
4. Submit a screen-check draft EIR/EIS to the City and USACE for final review. Consistent with State CEQA Guidelines §15123 and CEQ, a summary will be prepared and presented in the screen-check draft EIR/EIS that presents the significance conclusions of the EIR/EIS using clear and simple language easily understood by the public. A summary table will identify each impact presented in the analysis, identify the level of impact before mitigation, describe mitigation measures when applicable, and, for those impacts requiring mitigation, identify the level of impact following implementation of mitigation.

TASK F SUMMARY

Products:	Five copies of the screen-check draft EIR/EIS, including the Summary
Meetings:	One review meeting with the City and USACE, to be attended by the project manager, if needed

Task G: Prepare Draft EIR/EIS

Purpose

To distribute a draft EIR/EIS for public review and comment.

Approach

1. Coordinate with City and USACE staffs, which will assemble comments on, and suggested revisions to, the screen-check draft EIR/EIS. One set of unified comments from the City and one set of unified comments from USACE will be provided to EDAW.
2. Complete revisions to the draft EIR/EIS in accordance with review comments. Revisions will be prepared in conformance with the scope of work.
3. Reproduce the draft EIR/EIS for submittal to the City for distribution to the public. EDAW also will provide the City and USACE with an electronic copy of the draft EIR/EIS on CD for posting on the City's website.
4. Prepare Notice of Availability for review and comment by the City and USACE and submit it to the State Clearinghouse and all other appropriate recipients, including entities required to receive notices under NEPA. PDF copies of all notices will be submitted to the City for posting on the City's website. It is assumed that USACE will publish the required NEPA EIS availability notices.

TASK G SUMMARY

Products:	Seventy-five copies and a CD with an electronic copy of the draft EIR/EIS
	Draft and final Notice of Availability
	PDF copies of all notices for posting on the City's website

Task H: Prepare Administrative Final EIR/EIS and Responses to Draft EIR/EIS Comments

Purpose

To prepare an administrative final EIR/EIS with written responses to comments received on the draft EIR/EIS that raise significant environmental issues and submit the document for City and USACE staff review after the close of the public comment period. The final EIR/EIS will incorporate the draft EIR/EIS by reference. It will document all changes made to the draft report, but it is assumed that the draft EIR/EIS will not be reproduced as part of the final report.

Approach

1. Coordinate with City staff, who will assemble all public comments received on the draft EIR/EIS.
2. Attend one meeting with City and USACE staffs to review written comments on the draft EIR/EIS and comments from public meetings and hearings, and develop a general framework and strategy for preparing responses and to receive guidance and input from the City and USACE on the final EIR/EIS.
3. Confirm or refine the final EIR/EIS work program. EDAW will review all comments received on the draft EIR/EIS and determine the level of effort required to respond to comments. It may be possible that a confirmation or refinement to the final EIR/EIS scope of work is required.
4. Submit the administrative final EIR/EIS with draft responses to comments for City and USACE review. Responses that are within this scope and budget consist of explanations, elaborations, or clarifications of the data contained in the draft EIR/EIS. A reasonable budget has been assumed to prepare responses (see budget). However, as the City is aware, there is always uncertainty regarding the extent of the comments provided. For the purposes of this scope of work, a reasonable number of hours of technical staff effort have been allocated to respond to comments. Per the RFP, it is assumed that only one administrative final EIR/EIS will be prepared.

TASK H SUMMARY

Products:	Ten copies of the complete administrative final EIR/EIS
Meetings:	One review meeting with the City and USACE, to be attended by the project manager

Task I: Prepare Screen-Check Final EIR/EIS

Purpose

To demonstrate that all changes and corrections required by the City and USACE have been made to the EIR/EIS and that the formal final EIR/EIS is ready for public release.

Approach

1. Coordinate with City and USACE staffs, which will assemble City and USACE comments on, and suggested revisions to, the administrative final EIR/EIS. One set of unified comments will be provided to EDAW from the City and one set from USACE.
2. Complete revisions to the administrative final EIR/EIS in accordance with review comments. Revisions will be prepared in conformance with the scope of work.
3. Submit a screen-check final EIR/EIS to the City and USACE for final review.

TASK I SUMMARY

Products:	Ten copies of the screen-check final EIR/EIS
Meetings:	One administrative EIR/EIR review meeting to be attended by the project manager

Task J: Prepare Final EIR/EIS**Purpose**

To distribute a final EIR/EIS that responds to all significant environmental issues raised during the public review and comment period.

Approach

1. Coordinate with City and USACE staffs, which will assemble City and USACE comments on, and suggested revisions to, the screen-check final EIR/EIS. One set of unified comments will be provided to EDAW from the City and one set from USACE.
2. Prepare and reproduce the final EIR/EIS for submittal to the City for its distribution to affected agencies and the public. In addition, EDAW will provide the City and USACE with a copy of the final EIR/EIS on CD in a format that the City and USACE can post on its website.
3. Prepare CEQA Notice of Determination and submit it to the State Clearinghouse and prepare EIS final adoption notice (per NEPA). It is assumed that EDAW will prepare the draft and final notices and submit the notice to the State Clearinghouse, but that the USACE will publish the notice in the Federal Register.
4. The final EIR/EIS will include a final MMRP as an appendix. See Task K.

TASK J SUMMARY

Products:	Seventy-five copies and a version on CD that can be posted on the City's website.
	Draft and final Notice of Determination and EIS adoption notice
	PDF copies of all notices for posting on the City's website

Task K: Prepare Mitigation Monitoring and Reporting Program**Purpose**

To prepare an MMRP that complies with CEQA requirements and meets the City's needs, goals, and objectives.

Approach

1. Prepare the draft MMRP concurrently with preparation of the final EIR/EIS. The MMRP will be designed to ensure compliance with adopted mitigation requirements during project implementation. In coordination with City and USACE staffs, EDAW will prepare the MMRP for mitigation measures that address significant impacts or are adopted as conditions of approval.
2. Design the program to fit into City and USACE format requirements and existing entitlement and project review processes. The MMRP is proposed to include the following components:
 - introduction and purpose of the program,
 - roles and responsibilities,
 - monitoring and reporting procedures, and
 - master mitigation matrix.

Coordinate with City and USACE staffs to refine the MMRP content and format before preparing the draft MMRP.

3. After review and comment on the draft MMRP (during review and comment on the draft EIR/EIS), revise the MMRP according to the comments provided and submit the final MMRP as part of the final EIR/EIS.

TASK K SUMMARY

Products:	Revised draft MMRP
	Final MMRP, to be provided as an appendix to the final EIR/EIS

Task L: Attend Meetings and Public Hearings**Approach**

1. Attend meetings as identified in Tasks A through K. A total of 13 meetings have been included for Tasks A through K. Additional meetings are described below.
2. An EDAW botanist/wetland ecologist and wildlife biologist will be available to attend up to two project team meetings, as necessary, to address potential effects on biological resources resulting from project implementation.
3. An EDAW cultural resources specialist will be available to attend up to two meetings with resource agencies.

4. Attend two public hearings on the draft EIR/EIS and two on the final EIR/EIS certification/project decision. For purposes of this work program and cost estimate, it is assumed that the principal-in-charge and project manager will attend the hearings.
5. Conduct presentations, as required, regarding the EIR/EIS process and findings, and be available to answer questions that may arise at public hearings or meetings.
6. Prepare presentation graphics and handout materials regarding the EIR/EIS process and findings, if needed.
7. Additional meetings can be attended on a time-and-materials basis, if needed.

TASK L SUMMARY

Products:	Presentation graphics and handout materials
Meetings:	Two biological resources coordination meetings with City, USACE, and/or other resource agencies to be attended by the technical specialist, technical leader, and either the project manager or the principal-in-charge
	Two cultural resources coordination meetings with City, USACE, and/or other resource agencies to be attended by the technical specialist, technical leader, and either the project manager or the principal-in-charge
	Four public hearings to be attended by the principal-in-charge and project manager

Task M: Project Management and Coordination

Purpose

To ensure smooth processing of the CEQA and NEPA processes, maintain schedule integrity, and assist the City in coordination and facilitation of the NEPA process.

Approach

1. Attend to details regarding EIR/EIS preparation and compliance with CEQA and NEPA.
2. Coordinate with City, USACE, and applicable regulatory agencies to satisfy agency scrutiny.
3. Assist the City in facilitating and coordinating the NEPA process. However, it is assumed for purposes of this work plan that the project applicant would participate in all formal agency consultation with USACE and other federal regulatory agencies.
3. Meeting scheduling, facilitation, preparation, and minutes.
4. Budget and schedule tracking.
5. Monthly project progress reports.

6. Day-to-day point of contact and internal/subconsultant team coordination.
7. For purposes of estimating the budget for project management and coordination (including assistance to the City regarding NEPA coordination), we have assumed 14 hours per week for 71 weeks for the project manager and 4 hours per week for 71 weeks for the principal-in-charge. This budget is based on the 16-month schedule provided to the City in EDAW's proposal dated October 22, 2003. Changes in the schedule would affect the project management and coordination time allotted.

Project Schedule

As identified in EDAW's proposal dated October 22, 2003, a 16-month schedule was developed to complete a joint EIR/EIS. EDAW has made a good faith effort to predict the schedule. EDAW will make every effort to keep the project moving forward. There are, however, many variables that could affect the overall schedule, including:

- **Timing of contract negotiation and notice to proceed.** The schedule will be developed upon contract negotiation and notice to proceed and will be based on the 16-month schedule provided in the October 22 proposal.
- **Process review time.** The schedule could be affected based on City and USACE review time to publish notices and review administrative drafts. Additionally the level of required coordination; potential need for issue resolution; meeting scheduling; and reaching consensus on approach, content, and format of the EIR/EIS could also affect the schedule.
- **Adequacy of existing technical data and reports.** It is unknown whether the technical work completed to date by the project applicants will require supplementation in order to prepare a legally-adequate EIR/EIS. Supplemental data, if required, may take additional time depending on the nature of the requested data and the time the applicant and its consultants take to produce the supplemental data.
- **Alternatives development.** Other than the proposed project and No Project/No Action alternative, it is currently unknown what the other project alternatives would entail. It is recommended that an alternative land use configuration and an off-site alternative be developed. Until an alternative project site is selected, it is unknown whether the technical survey and documentation, especially in the areas of biological and cultural resources has been conducted to support an equal level of detail analysis in the EIR/EIS. If additional technical documentation is needed, it is unknown how long such documentation would take.
- **Changes in the project.** Any substantive changes in the project could affect the schedule for completion of the impact analysis. Changes in the traffic report could also affect the model runs for air quality and noise (if they have been run).
- **Agency coordination.** Ongoing agency coordination during the EIR/EIS preparation could result in the need for additional documentation. Also, the project applicant's consultations regarding Section 106 compliance and with the USFWS and other regulatory agencies could affect the presentation of issues and data in the EIR/EIS.

- **Splitting of the CEQA and NEPA processes.** If the City and USACE decide to split the EIR from the EIS, it is anticipated that it would likely occur at either the project description or administrative draft EIR/EIS phase. The splitting of the document would affect the overall schedule.

It should be noted that the hours allocated for project management and coordination are directly linked to the project schedule. If the schedule extends beyond the anticipated 16 months, a contract modification would be required to account for the schedule delay and associated project management and coordination efforts.

TASK N SUMMARY

Products:	A high-quality, comprehensive, legally defensible EIR/EIS; good understanding of the proposed project and environmental protection measures; and good relations and understanding with the City, USACE, and regulating agencies.
Meetings:	Included in appropriate tasks.

SUBCONSULTANTS' APPROACH AND WORK PROGRAM

Fehr & Peers Associates, Inc., Transportation Consultants

The following work will be performed by Fehr & Peers in preparing a traffic study and EIR/EIS transportation and circulation section for the project.

Fehr & Peers' previous work performed for the Rio del Oro project was a sketch-level analysis intended to help refine the preliminary site plan, size internal roadways, and identify locations where the project may create off-site traffic impacts. In contrast, our scope of work below reflects a considerable amount of new and more detailed analysis to determine the specific impacts and mitigation measures according to the most current land use and roadway network assumptions. Based on this new set of assumptions, we propose to update our previous traffic analysis to include the following:

- Operations on relevant segments of U.S. 50
- A.M. and P.M. peak hour intersection analysis (up to 39 locations)
- Additional roadway segment analysis (up to 29 additional locations)
- An update to our current traffic model to include buildout of development projects not previously assumed.

Fehr & Peers will complete the tasks described below for this project. The scope of work and cost estimate account for the re-use of any relevant analysis previously conducted for this project.

Task 1.0 Data Collection and Model Input

Fehr & Peers will collect available data for use in the analysis of existing and cumulative (year 2025) conditions. Data requirements for the project study area are listed below. The project study area is anticipated to extend just north of U.S. 50, Grant Line Road on the south and east, and Excelsior Road to the west.

- Existing and planned roadway geometrics and traffic controls
- Existing and planned transit service and facility descriptions

- Existing and planned park-and-ride lots
- Location of existing and planned bicycle and pedestrian facilities
- Proposed project land uses
- Proposed project transportation networks

Recent traffic count data from previous studies for the locations listed in Task 2.0 including new A.M. and P.M. peak period intersection counts and new 24-hour hose counts on 15 representative roadway segments will be used. From the new daily traffic counts, daily traffic volumes for the listed study roadway segments based on the relationship between the peak hour and daily traffic counts will be developed. One site visit to verify any existing data will be conducted.

Task 2.0 Existing Conditions Analysis

For the existing conditions analysis, the following intersections, roadways, and freeway segments will be analyzed:

Intersections

1. State Route (SR) 16/Excelsior Road
2. SR 16/Eagles Nest Road
3. SR 16/Sunrise Boulevard
4. SR 16/Grant Line Road
5. Florin Road/Sunrise Boulevard
6. Grant Line Road/Sunrise Boulevard
7. Grant Line Road/Kiefer Boulevard
8. Douglas Road/Grant Line Road
9. Douglas Road/Sunrise Boulevard
10. Mather Field Road/Folsom Boulevard
11. Mather Field Road/U.S. 50 Westbound Ramps
12. Mather Field Road/U.S. 50 Eastbound Ramps
13. Mather Field Road/International Drive
14. Zinfandel Drive/International Drive
15. Zinfandel Drive/White Rock Road
16. Zinfandel Drive/U.S. 50 Eastbound Ramps
17. Zinfandel Drive/U.S. 50 Westbound Ramps
18. Sunrise Boulevard/White Rock Road
19. Sunrise Boulevard/Folsom Boulevard
20. Sunrise Boulevard/U.S. 50 Eastbound Ramps
21. Sunrise Boulevard/U.S. 50 Westbound Ramps
22. Sunrise Boulevard/Zinfandel Drive
23. Hazel Avenue/Folsom Boulevard
24. Hazel Avenue/U.S. 50 Eastbound Ramps
25. Hazel Avenue/U.S. 50 Westbound Ramps
26. White Rock Road/Grant Line Road

Roadways

1. SR 16 - Excelsior Road to Eagles Nest Road
2. SR 16 - Sunrise Boulevard to Grant Line Road
3. Kiefer Boulevard - Grant Line Road to SR 16
4. Mather Boulevard - Femoyer Street to Douglas Road
5. Douglas Road - Mather Boulevard to Sunrise Boulevard
6. Douglas Road - Sunrise Boulevard to Grant Line Road
7. International Drive - South White Rock Road to Zinfandel Drive

8. International Drive – Zinfandel Drive to Kilgore Road
9. White Rock Road – Zinfandel Drive to Sunrise Boulevard
10. White Rock Road – Sunrise Boulevard to Grant Line Road
11. Folsom Boulevard – Zinfandel Drive to Sunrise Boulevard
12. Folsom Boulevard – Sunrise Boulevard to Hazel Avenue
13. Mather Field Road – Folsom Boulevard to U.S. 50 Westbound Ramps
14. Mather Field Road – U.S. 50 Eastbound Ramps to International Drive
15. Zinfandel Drive – Folsom Boulevard to U.S. 50 Westbound Ramps
16. Zinfandel Drive – U.S. 50 Eastbound Ramps to White Rock Road
17. Zinfandel Drive – White Rock Road to International Drive
18. Sunrise Boulevard – Gold Country Boulevard to Coloma Road
19. Sunrise Boulevard – Coloma Road to U.S. 50 Westbound Ramps
20. Sunrise Boulevard – U.S. 50 Eastbound Ramps to Folsom Boulevard
21. Sunrise Boulevard – Folsom Boulevard to White Rock Road
22. Sunrise Boulevard – White Rock Road to Douglas Road
23. Sunrise Boulevard – Douglas Road to SR 16
24. Sunrise Boulevard – SR 16 to Grant Line Road
25. Hazel Avenue – U.S. 50 Westbound Ramps to Winding Way
26. Grant Line Road – White Rock Road to Douglas Road
27. Grant Line Road – Douglas Road to SR 16
28. Grant Line Road – SR 16 to Sunrise Boulevard

U.S. 50

1. U.S. 50 – Mather Field Road to Zinfandel Boulevard
2. U.S. 50 – Zinfandel Boulevard to Sunrise Boulevard
3. U.S. 50 – Sunrise Boulevard to Hazel Avenue
4. U.S. 50 – Hazel Avenue to Folsom Boulevard

Traffic operations at the signalized intersections using the methodologies contained in Transportation Research Circular No. 212 – Interim Materials on Highway Capacity (Transportation Research Board, 1980) will be analyzed. Traffic operations at unsignalized intersections will be analyzed using the methodologies contained in the Highway Capacity Manual (Transportation Research Board, 2000). Analysis results will include daily levels of service for the study roadway segments and A.M. and P.M. peak hour levels of service for the study intersections.

Several intersections currently operate over capacity including the Sunrise Boulevard/U.S. 50 Eastbound Ramps and the Sunrise Boulevard/Zinfandel Drive intersections during the P.M. peak hour. The methodologies described above do not accurately measure traffic operations at intersections where the demand volume exceeds the intersection capacity. Existing conditions analysis will be verified with field observations, and project impacts at these locations will be qualitatively discussed.

Task 3.0 Travel Demand Forecasts

Fehr & Peers will update its previous analysis conducted for the Rio del Oro Technical Study to develop cumulative Year 2025 traffic volume forecasts for the study intersections and roadway segments listed above using the latest version of the SACMET Travel Demand Forecasting model. Prior to generating traffic volume forecasts, Fehr & Peers will review the SACMET traffic model's land use and roadway network assumptions. Fehr & Peers will coordinate with City of Rancho Cordova and/or Sacramento County staff to

determine land use assumptions for the following planned and approved development projects within and near the project study area:

- Sunridge Specific Plan
- Aerojet (GenCorp) property
- Remainder of Sunrise Douglas Community Plan
- Sunrise Douglas 2 Update
- Villages of Zinfandel
- Mather Field Specific Plan
- Folsom Sphere of Influence
- North Vineyard Specific Plan
- East Franklin Specific Plan
- East Elk Grove Specific Plan
- Laguna Ridge Specific Plan
- Lent Ranch Marketplace
- South Pointe Development
- Elk Grove Automall

Year 2025 roadway network assumptions will be verified by comparing the traffic model roadway network to the list of projects included in the Final (approved) Metropolitan Transportation Plan (MTP) for 2025. Fehr & Peers will verify that programmed (i.e., fiscally constrained) improvements are correctly coded in the roadway network. These improvements may include (but are not limited to):

- Alta-Sunrise Interchange - access to U.S. 50 to/from the south via the Alta-Sunrise Expressway;
- Grant Line Road Extension - extension of Grant Line Road north to the Hazel Avenue/Folsom Boulevard intersection providing direct access to/from U.S. 50 via the Hazel Avenue interchange;
- Zinfandel Drive Extension - extension of Zinfandel Drive south from International Drive to Douglas Road;
- Douglas Road Extension - extension of Douglas Road southwest to Excelsior Road;
- Eagles Nest Road Extension - extension of Eagles Nest Road north to Douglas Road; and
- International Drive Extension - extension of International Drive eastward to Sunrise Boulevard.

The raw traffic model volumes will be adjusted to account for model error using an adjustment procedure such as the difference method, which adds the increment of growth between the future year (2025) and base year (2001) traffic models to the existing counts. The model will be used to generate A.M. peak hour and P.M. peak hour intersection and daily roadway traffic forecasts under the scenarios listed below:

- Base year conditions
- Base year plus project conditions
- 2025 no project conditions
- 2025 plus project conditions

Base year conditions will include existing traffic levels combined with traffic from nearby approved projects and/or planned roadway improvements that

are expected to be completed. Fehr & Peers will coordinate with City of Rancho Cordova and/or Sacramento County staff to determine the horizon year and level of surrounding development (approved projects) to assume under 'Base year' conditions (e.g., some level of development of the Sunridge Specific Plan, Villages of Zinfandel, Mather Field Specific Plan, Sunrise Douglas Community Plan, etc.).

Task 4.0 Traffic Impact Analysis

The traffic impact analysis will include the following scenarios.

- Existing Conditions
- Base year conditions
- Base year plus project conditions
- Cumulative (year 2025) no project conditions
- Cumulative (year 2025) plus project conditions

Depending on the amount of development assumed under base year conditions, Fehr & Peers will analyze the study locations identified in Task 2.0 plus the following additional locations created with the implementation of the proposed project or surrounding projects (these locations will be confirmed with City of Rancho Cordova and/or Sacramento County staff prior to conducting the traffic impact analysis):

Additional Base Year Intersections

27. Sunrise Boulevard/Kiefer Boulevard
28. Sunrise Boulevard/Eagles Nest Road
29. Sunrise Boulevard/International Drive

Additional Base Year Roadway Segments

29. Douglas Road – Sunrise Boulevard to Jaeger Road
30. Douglas Road – Americanos Boulevard to Grant Line Road
31. Sunrise Boulevard – Douglas Road to Kiefer Boulevard
32. Sunrise Boulevard – Kiefer Boulevard to SR 16

The SACMET model will be used to determine the expected project trip distribution and then manually assign project trips through the study intersections and roadway segments based on the expected trip distribution.

Under cumulative conditions, traffic operations without and with the planned Grant Line Road extension to Hazel Road will be analyzed. Fehr & Peers will assume that the planned U.S. 50/Alta-Sunrise Boulevard interchange is constructed under both these cumulative scenarios. For both "Cumulative Plus Project" analysis scenarios, we will add the proposed project land use and roadway network to the traffic model to generate "Plus Project" traffic volume forecasts. Traffic operations at all study locations identified above and the following additional locations created by buildout of neighboring developments will be analyzed.

Additional Cumulative Year Intersections

30. Alta-Sunrise Boulevard/White Rock Road
31. Alta-Sunrise Boulevard/Folsom Boulevard
32. Alta-Sunrise Boulevard/U.S. 50 Eastbound Ramps
33. Alta-Sunrise Boulevard/U.S. 50 Westbound Ramps

34. Douglas Road/Jaeger Road
35. Douglas Road/Americanos Boulevard
36. Pyramid Boulevard/Sunrise Boulevard
37. Pyramid Boulevard/Jaeger Road
38. Pyramid Boulevard/Americanos Boulevard
39. Kiefer Boulevard/Jaeger Road

Additional Cumulative Year Roadway Segments

33. Folsom Boulevard - Sunrise Boulevard to Alta-Sunrise Boulevard
34. Folsom Boulevard - Alta-Sunrise Boulevard to Hazel Avenue
35. Douglas Road - Jaeger Road to Americanos Boulevard
36. Pyramid Boulevard - Sunrise Boulevard to Jaeger Road
37. Pyramid Boulevard - Jaeger Road to Americanos Boulevard
38. Kiefer Boulevard - Eagles Nest Road to Sunrise Boulevard
39. Kiefer Boulevard - Sunrise Boulevard to Jaeger Road
40. Eagles Nest Road - Mather Boulevard to Douglas Road
41. Eagles Nest Road - Douglas Road to Kiefer Boulevard
42. Eagles Nest Road - Kiefer Boulevard to SR 16
43. Sunrise Boulevard - Douglas Road to Pyramid Boulevard
44. Sunrise Boulevard - Pyramid Boulevard to Kiefer Boulevard
45. Sunrise Boulevard - Kiefer Boulevard to SR 16
46. Alta-Sunrise Boulevard - U.S. 50 to Folsom Boulevard
47. Alta-Sunrise Boulevard - Folsom Boulevard to White Rock Road
48. Jaeger Road - White Rock Road to Douglas Road
49. Jaeger Road - Douglas Road to Pyramid Boulevard
50. Jaeger Road - Pyramid Boulevard to Kiefer Boulevard
51. Americanos Boulevard - White Rock Road to Douglas Boulevard
52. Americanos Boulevard - Douglas Boulevard to Pyramid Boulevard

Additional Segments of U.S. 50

5. U.S. 50 - Sunrise Boulevard to Alta-Sunrise Boulevard
6. U.S. 50 - Alta-Sunrise Boulevard to Hazel Avenue

For significant impacts, we will recommend improvements to reduce the impact to a less-than-significant level.

The analysis results will contain A.M. and P.M. peak hour levels of service for intersections and daily roadway levels of service for roadway segments along with a complete discussion of the trip generation, distribution, and assignment assumptions used in the analysis. Impacts will be identified by comparing the analysis results to the significance criteria contained in Sacramento County's Traffic Impact Analysis Guidelines (July 1997). For significant impacts, we will propose mitigation measures to improve the level of significance, which may include widening roadway segments and/or intersections.. Each mitigation measure will identify the specific action necessary, phasing (when it should be implemented), responsibility for implementation, and expected level of significance after mitigation.

In addition to intersections and roadway/freeway segment traffic operations, we will also evaluate the effect of the proposed project on transit, bicycle, and pedestrian facilities. Before conducting the traffic impact analysis, Fehr & Peers will coordinate with City and/or County staff to identify significance criteria to use for bicycle, transit, and pedestrian impacts. For significant

impacts, Fehr & Peers will propose mitigation measures to improve conditions for transit riders, bicyclists, and pedestrians.

Fehr & Peers will also provide a qualitative discussion of potential vehicular, pedestrian, and/or bicycle safety issues. A total of 8 hours of staff time to address potential safety issues have been allotted.

Task 5.0 Alternatives Evaluation

Fehr & Peers will evaluate two additional alternatives for the proposed Rio del Oro project: 1) An Alternate Site and 2) A Modified Land Use Concept Alternative. Specific details for these alternatives have not yet been developed. However, to provide an equal level of detail, we have budgeted to analyze a total of 39 study intersections, 52 study roadway segments, and 6 freeway mainline segments on U.S. 50 for each of these alternatives (consistent with the analyses under 'cumulative no project' and 'cumulative plus project' conditions).

Our cost estimate also reflects analysis of these two alternatives under 'with' OR 'without the Grant Line Road extension to Hazel Avenue' (only one not both 'with' and 'without') per direction from the City of Rancho Cordova and/or Sacramento County staff.

Task 6.0 Documentation

Fehr & Peers will prepare a magnetic media copy and a camera-ready hard copy of the transportation impact section for the administrative draft EIR/EIS and draft EIR/EIS. They have budgeted up to 24 hours to respond to comments on the administrative draft EIR/EIS. A letter response to comments on the draft EIR/EIS will be provided for the final EIR/EIS after receiving a numbered list of comments. They have budgeted up to 16 hours of staff time to respond to comments on the draft EIR/EIS, but will inform the City of the hours necessary after receiving the numbered list of comments. Fehr & Peers will not proceed with responses until receiving written authorization to proceed.

Task 7.0 Meetings

Fehr & Peers will attend up to three meetings (24 hours of total staff time) at the City's and/or USACE's direction during the course of the study. Additional meetings can be attended on a time-and-materials basis.

ENGEO Incorporated

The following work will be performed by ENGEO in preparing the hazardous materials portion of EIR/EIS section. ENGEO will provide third party review of information regarding potential or realized environmental conditions that have or may pose a threat to human health. Services will be limited to reviewing reports prepared by others and may include reconnaissance visits to the project site for the purpose of visually reviewing conditions. ENGEO will not re-analyze or otherwise redo the work completed by others. The results of ENGEO's work will be an assessment of conditions that may require mitigation in response to the proposed future uses of the property. ENGEO will also review work for EIR/EIS adequacy. If warranted by the information reviewed, ENGEO can present professional opinions regarding additional

work that may be conducted to address recognized data gaps or to provide additional information requested in support of work being completed by others on this project team.

City of Rancho Cordova/U.S. Army Corps of Engineers

[illegible]

EDAW INC • City of Rancho Cordova Rio del Oro Project EIR/EIS

COST ESTIMATE

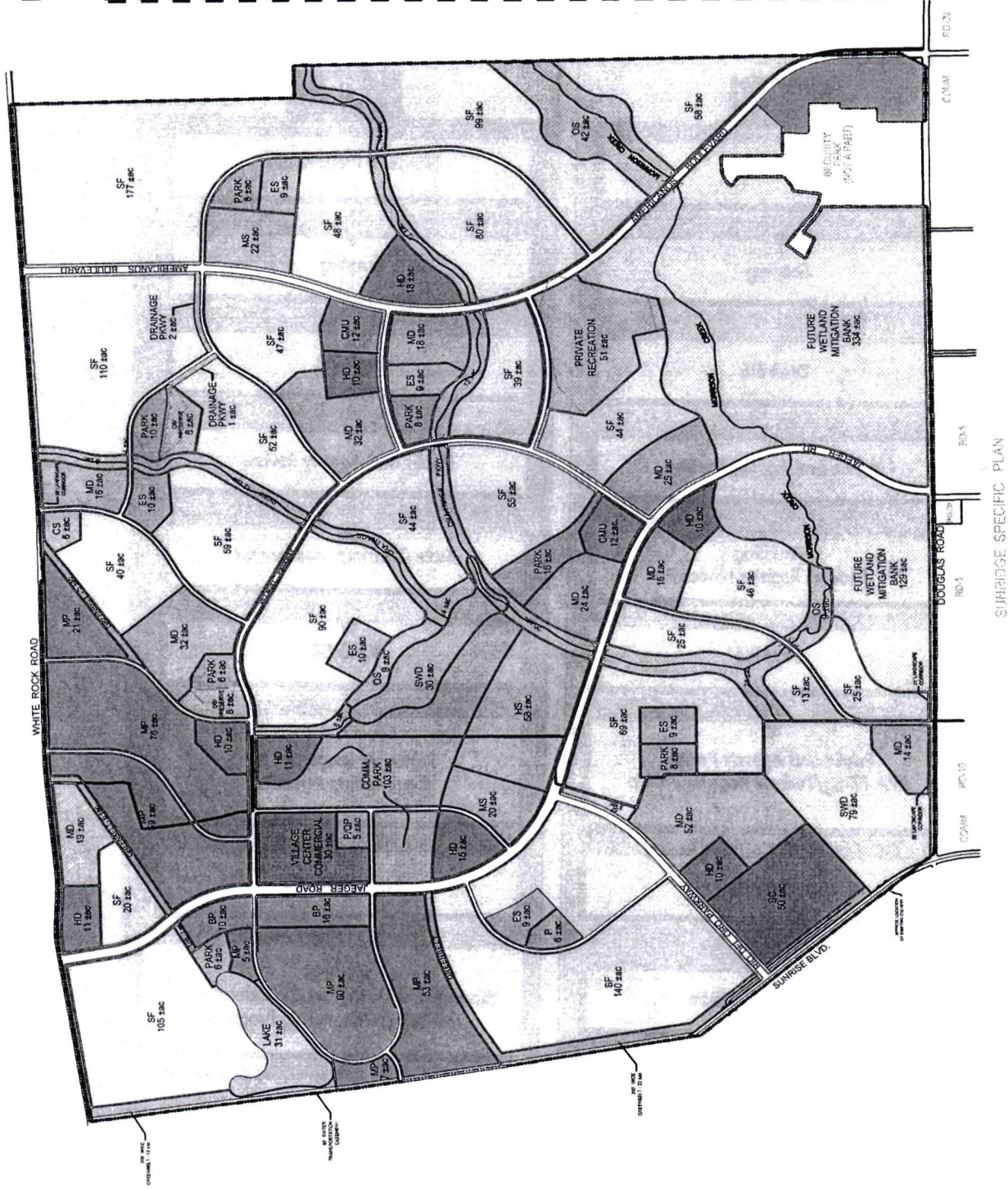
EDAW TASKS	Rate/Hour	Project Manager	Principal-In-Charge	NEPA Coord.	Senior Air/Nose	Hydro/ WQ	Sr. Middle/ Bio	Biologist	Principal Investigator	Cultural Resources	Cult Res	Env. Analyst	Water Res.	Sr. Writer	Tech Coord	Graphic/ GIS	Wild Processing	Admin Support	Total Hours	Total Dollars
A. Initiate Project and Review Data	144	8	8	8	6	4	4	4	4	4	2	2	2	2	2	2	2	2	174	\$18,572
Meetings (2)																			15	\$2,592
B. Prepare Project Description (Proposed Action and Purpose and Need and Alternatives)	24	4	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	64	\$7,772
Meetings (1)																			8	\$1,288
C. Conduct Scoping Meetings and Scoping Report	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	36	\$4,694
Meetings (2)																			32	\$5,184
D. Prepare First Administrative Draft EIR/EIS	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	36	\$4,720
1. Cover Page																			12	\$1,560
2. Table of Contents																			9	\$898
3. Summary																			9	\$898
4. Introduction																			9	\$898
5. Purpose and Need																			9	\$898
6. Alternatives																			9	\$898
7. Environmental Setting, Impacts, and Mitigation																			9	\$898
a. Land Use Consistency and Compatibility																			9	\$898
b. Population, Employment, and Housing																			9	\$898
c. Environmental Justice																			9	\$898
d. Transportation and Circulation																			9	\$898
e. Air Quality																			9	\$898
f. Noise																			9	\$898
g. Hydrology and Water Quality																			9	\$898
h. Water Supply and Availability																			9	\$898
i. Biological Resources																			9	\$898
j. Earth Resources																			9	\$898
k. Cultural Resources																			9	\$898
l. Paleontological Resources																			9	\$898
m. Visual Resources																			9	\$898
n. Recreation Resources																			9	\$898
o. Hazards and Hazardous Materials																			9	\$898
8. Growth-Inducing Impacts																			9	\$898
9. Cumulative Impacts																			9	\$898
10. Significant Irreversible Changes and Unavoidable Impacts																			9	\$898
11. Effects Found Not to be Significant																			9	\$898
12. List of Agencies, Organizations, Persons Consulted																			9	\$898
13. Report Preparation																			9	\$898
14. References																			9	\$898
15. Index																			9	\$898
16. Technical Appendices																			9	\$898
17. Meetings (4)																			36	\$4,720
Subtotal																			204	\$26,594
E. Prepare Second Draft EIR/EIS	40	12	12	12	4	4	4	4	4	4	4	4	4	4	4	4	4	4	314	\$29,870
Meetings (1)																			16	\$2,592
F. Prepare Screen Check Draft EIR/EIS	8	8	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	74	\$8,774
Meetings (1)																			4	\$576
G. Prepare Draft EIR/EIS	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	\$3,878
H. Prepare Administrative Final EIR/EIS and Responses to Comments	40	20	20	20	8	8	8	8	8	8	8	8	8	8	8	8	8	8	420	\$41,480
Meetings (1)																			16	\$2,592
I. Prepare Screen Check Final EIR/EIS	12	6	6	6	4	4	4	4	4	4	4	4	4	4	4	4	4	4	88	\$8,350
Meetings (1)																			4	\$576
J. Prepare Final EIR/EIS	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	52	\$4,578
K. Prepare Mitigation Monitoring and Reporting Program	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	51	\$4,362
L. Attend Meetings and Public Hearings	12	6	6	6	4	4	4	4	4	4	4	4	4	4	4	4	4	4	88	\$8,350
1. Biology Meetings (2)																			30	\$4,224
2. Cultural Resources Meetings (2)																			24	\$3,228
3. Draft EIR/EIS Hearings (2)																			32	\$4,144
4. Final EIR/EIS Hearings (2)																			32	\$4,144
M. Project Management and Coordination	954	284	284	284	103	103	103	103	103	103	103	103	103	103	103	103	103	103	1,298	\$19,476
Total EDAW Labor Hours	1,504	485	485	485	160	160	160	160	160	160	160	160	160	160	160	160	160	160	6,704	\$31,275
Total EDAW Labor Dollars	\$216,576	\$68,100	\$68,100	\$68,100	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$11,845	\$216,576	

EDAW INC. - City of Rancho Cordova Rio del Oro Project EIR/EIS

DIRECT COSTS		Total EDAW Labor Dollars (from Page 1)	\$631,275
1. Subconsultants			
Fair & Peers Associates, Inc. Transportation Consultants		\$145,500	\$166,300
ENGEO Incorporated		\$21,400	
2. Printing (rounded to nearest whole \$)			
Draft Scoping Report: 5 copies, \$10 each		\$50	
Final Scoping Report: 25 copies, \$10 each		\$250	
Draft Notices		\$5	
Final Notices		\$5	
Final DEIR/EIS: 10 copies, 500 pages (w/o apps), \$50 each		\$500	
Screen-check DEIR/EIS: 10 copies		\$2,750	
Screen-check DEIR/EIS: 10 cc, 1000 pp (w/ apps), \$50 ea volume (two volumes)		\$500	
DEIR/EIS: 75 copies, 600 pages (with apps), \$30 each		\$2,250	
DEIR/EIS Computer Disk: 1 CD, \$5		\$5	
AFER/EIS: 5 copies, 250 pages, \$50 each		\$250	
Screen-check FER/EIS: 5 copies, 250 pages, \$50 each		\$250	
FER/EIS: 75 copies, 250 pages, \$50 each		\$3,750	
FER/EIS Computer Disk: 1 CD, \$5		\$5	\$8,320
3. Other Reproduction			
4. Mileage/Parking			\$1,200
5. Per Diem and Other Meals			\$1,000
6. Maps/Supplies/Photos/GPS			\$750
7. Postage/Delivery			\$500
8. Computer Time			\$500
9. Paleontological Resources Records and Literature Searches (UC Berkeley and Division of Mines and Geology Library)			\$11,416
10. Admin. Fee for Subconsultants (10%)			\$200
			\$16,680
Total Direct Costs			\$267,476
TOTAL ESTIMATED FEE			\$838,751

LAND USE

SF	SINGLE FAMILY RESIDENTIAL
MD	MEDIUM DENSITY RESIDENTIAL
HD	HIGH DENSITY RESIDENTIAL
VC	VILLAGE COMMERCIAL
SC	SHOPPING CENTER
CMU	COMMERCIAL MIXED USE
BP	BUSINESS PARK
MP	INDUSTRIAL PARK
I42	INDUSTRIAL PARK
P/QP	PUBLIC / QUASI PUBLIC
CS	CONTINUATION SCHOOL
MS/HS	SCHOOL CAMPUS
ES	ELEMENTARY SCHOOL
CP	COMMUNITY PARK
P	NEIGHBORHOOD PARKS
SWD	STORM WATER DETENTION
LAKE	LAKE
	FUTURE WETLAND MITIGATION BANK
	DRAINAGE PARKWAY
	PRIVATE RECREATION
	OPEN SPACE
	OPEN SPACE/PRESERVE
	LANDSCAPE CORRIDORS,
GB	GREENBELTS
	MAJOR ROADS

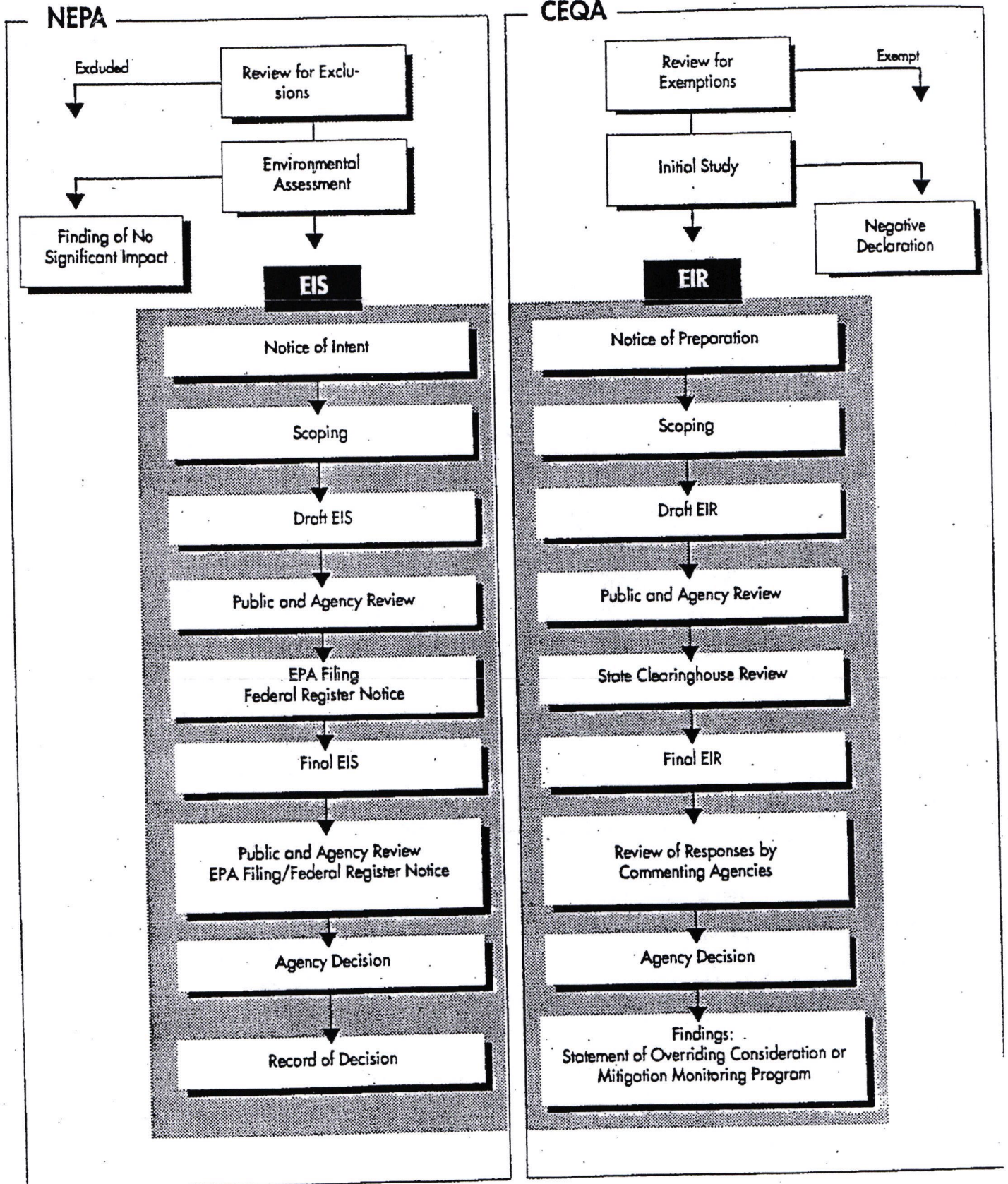


Source: G.C. Wallace of California, 2003

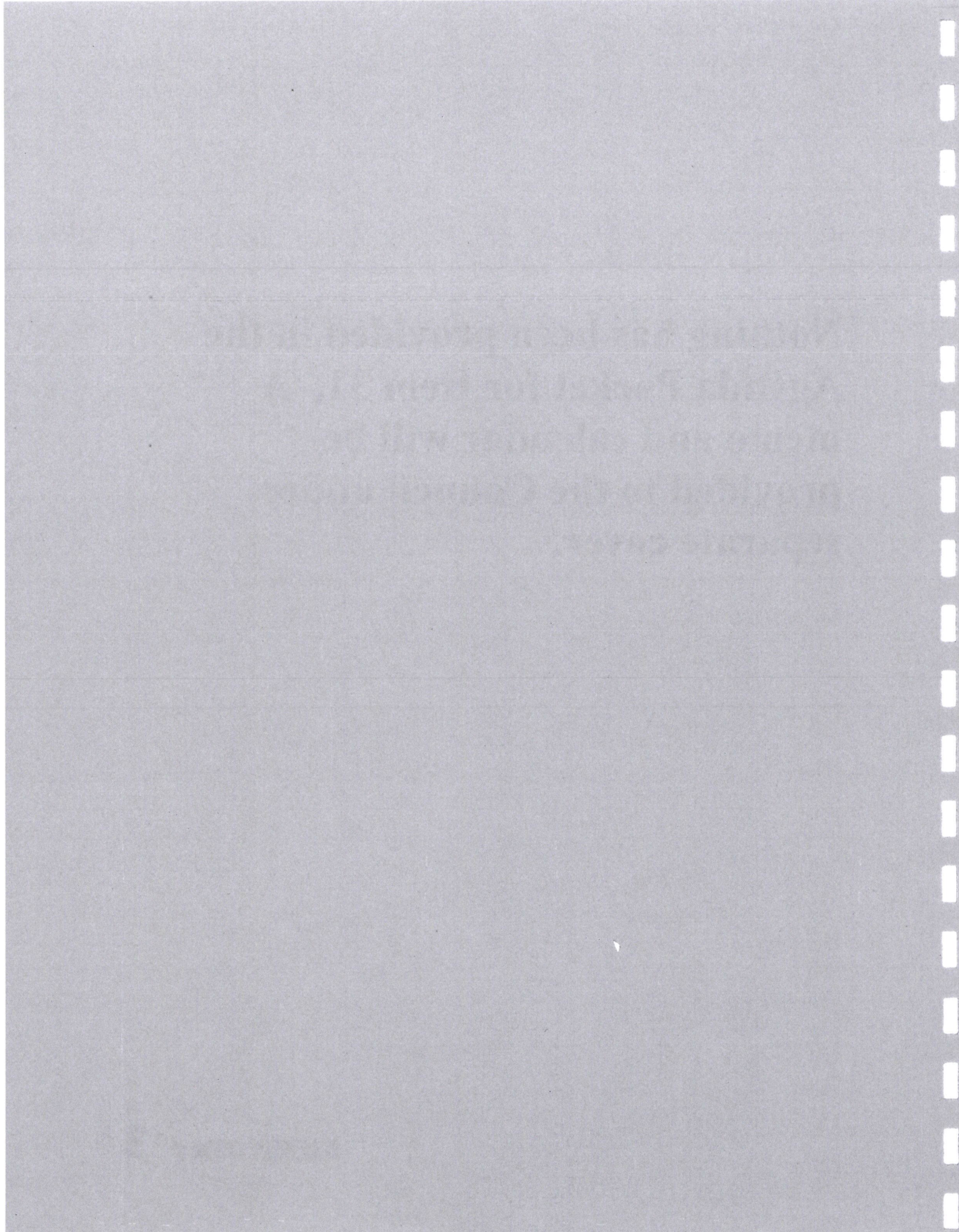


ATTACHMENT 4

NEPA and CEQA: Parallel Processes



Nothing has been provided in the Agenda Packet for Item 31. A memo and calendar will be provided to the Council under separate cover.



Staff Report



Date: January 20, 2004

To: The Honorable City Council

From: Lillian Hare, City Clerk *L Hare*

Subject: A Resolution Establishing a Human Resources and Organizational Development System

Recommendation:

Adopt Resolution No. 20-2004 to establishing a Human Resources and Organization Development System.

Background

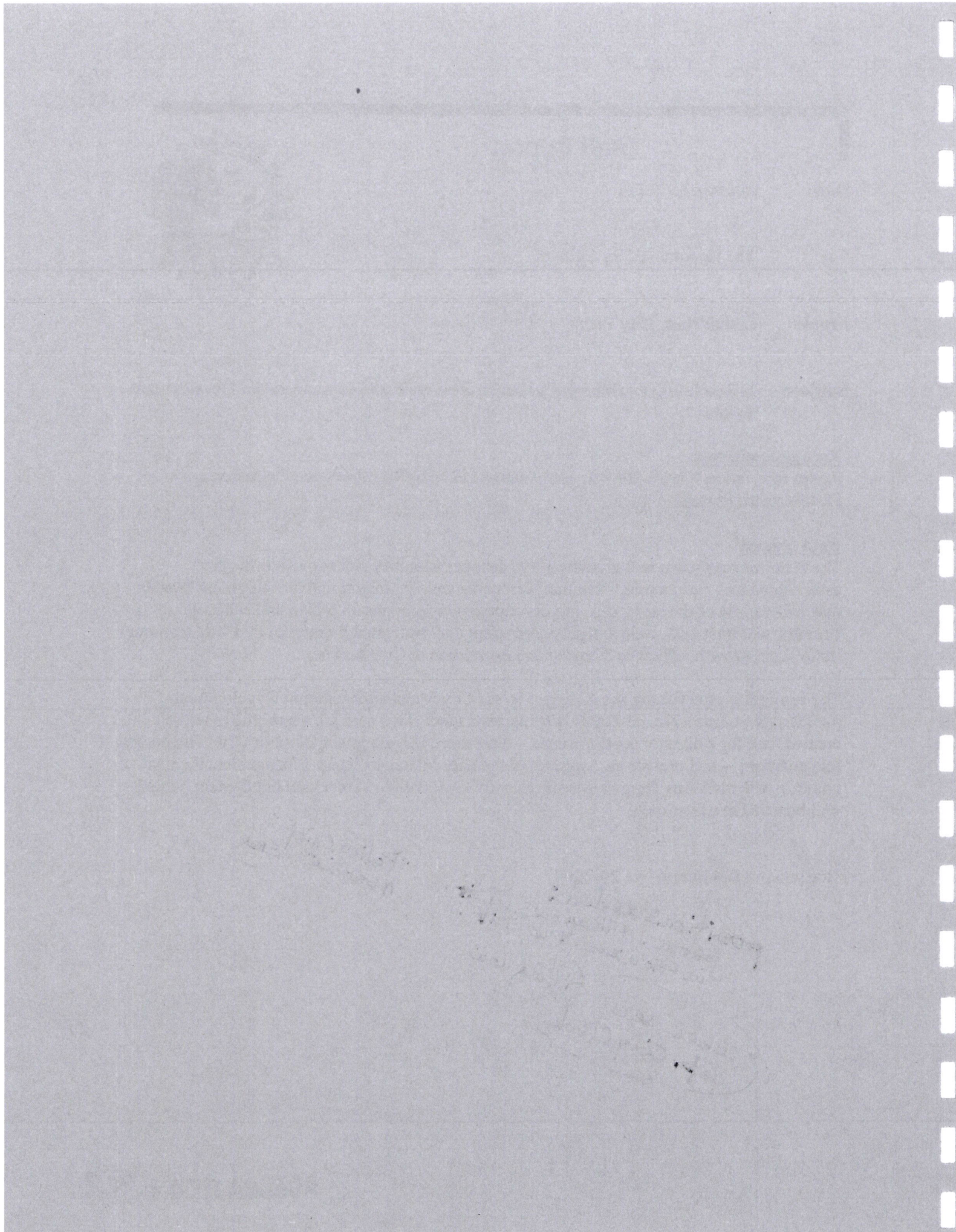
The attached resolution will give the City Manager authority and responsibility for establishing and maintaining a Human Resources and Organizational Development System that will consist of the tools, e.g., job descriptions, a compensation plan and schedule of benefits, to attract and retain a highly competent and motivated workforce that will promote innovation, growth, efficiency, equity and excellence in City service.

The resolution establishing the Assistant to the City Manager/Economic Development position (Resolution No. 03-2003) is being rescinded. Two new job descriptions will be created, one for a director level position -- Economic Development Director (Curt Haven fills this position) -- and one for an Assistant to the City Manager/Senior Management Analyst position under the new Human Resources and Organizational Development System, which will be filled at a later date.

Attachment: Resolution No. 20-2004

positions added:
per al. Finance Dir.
in-house PW Dir.
filling now
exec sec
dep. City Clerk

"Police Chief"
Associate Eng



CITY OF RANCHO CORDOVA

RESOLUTION NO. 20-2004

A RESOLUTION OF THE CITY OF RANCHO CORDOVA ESTABLISHING A HUMAN RESOURCES AND ORGANIZATIONAL DEVELOPMENT SYSTEM

WHEREAS, the City Council and City Manager of the City of Rancho Cordova recognize that the employees of the City are its most valuable asset; and

WHEREAS, the City Council and City Manager of the City of Rancho Cordova desire to have a Human Resources and Organizational Development System that furthers the development, performance and goals of its employees, the organization, and the community; and

WHEREAS, the City Council and City Manager of the City of Rancho Cordova wishes to foster innovation, efficiency, creativity, and equity in attracting and retaining a highly competent and motivated workforce; and

NOW, THEREFORE, the City Council of the City of Rancho Cordova hereby resolves that the City Manager shall be responsible for establishing and maintaining a Human Resources and Organizational Development System that promotes innovation, growth, efficiency, equity and excellence in City service and further, declares as follows:

Section 1: To ensure the City can attract and retain a highly competent and valuable workforce to carry out the highest level of performance and service for the citizens of Rancho Cordova, the City Manager shall have the responsibility and authority for all Human Resources and Organizational Development processes, systems, actions and employees including but not limited to: designation of departments and department directors, reorganization or consolidation of positions or offices, development and administration of classification and total compensation systems, training and development, performance management, employment, discipline, discharge of any employee of the city, and transfer of any employee from one department to another.

Section 2: Resolution 3-2003, establishing an Assistant to the City Manager/Economic Development is hereby rescinded, to be replaced by an Economic Development Director position and an Assistant to the City Manager/Senior Management Analyst position under the new Human Resources and Organizational Development System.

ADOPTED, THIS 20TH day of January, 2004 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

LINDA BUDGE, Mayor

ATTEST:

LILLIAN E. HARE, City Clerk