

CONCURRENT MEETING CITY COUNCIL/CRA/RCFC

Monday, November 19, 2007

**4:30 p.m. Special Meeting
5:30 p.m. – Regular Meeting**

AGENDA



David M. Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member

MAKING YOUR POINT – MAKING IT COUNT

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

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

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

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

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.



- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

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

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

THANK YOU FOR PARTICIPATING!



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

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

Monday, November 19, 2007

**4:30 P.M. – Closed Session
Coloma Room**

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

AGENDA

1. CLOSED SESSION

Council will Meet in Closed Session for the Following Purpose:

Conference with Legal Counsel – Public Performance Evaluation (City Attorney) –
Pursuant to Government Code Section 54957.

2. REGULAR MEETING – CALL TO ORDER / ROLL CALL

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

3. METRO CABLE TV TELECAST ANNOUNCEMENT

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

4. PLEDGE OF ALLEGIANCE

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

5. INVOCATION

Chaplain Mindi Russell, Rancho Cordova Law Enforcement, Emergency Responders, will
give the invocation.

6. CLOSED SESSION REPORT

The City Attorney will report on action taken in Closed Session.

7. PRESENTATIONS

- 7.1. Introduction of New City Employees:
- Mindy Cuppy, Administrative Support Supervisor, by Joe Chinn, Assistant City Manager;
 - Steve Harriman, Integrated Waste Manager, by Cyrus Abhar, Public Works Director;
 - Diane Snyder, Management Analyst I, by Curt Haven, Economic Development Director
- 7.2. Certificates of Recognition For Excellence in Academic Achievements to Cordova High School Students Aleya Jones and Rizal Curammeng.
- 7.3. Recognition of Mayor Sander's Birthday.

8. PUBLIC COMMENT

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

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

9. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

- 9.1. **Subject:** Minutes of City Council Meetings:
- 1) Special and Regular Meeting of October 15, 2007
 - 2) Special Meeting of October 23, 2007
 - 3) Regular Meeting of November 5, 2007
- Recommendation:** Adopt Minutes.
- 9.2. **Subject:** Ordinance Amending Municipal Code 9.28 "Curfew".
- Recommendation:** Waive second reading and adopt Ordinance No. 23-2007. **(Roll Call Vote)**
- Result of Recommended Action:** Adoption of this ordinance will amend the City's daytime curfew regulations in order to improve enforcement coordination with the various school districts serving the City.
- Staff Report:** Joseph Chapman, City Attorney's Office
- Advances Goals:** 1, 5, 7 and 9

- 9.3. **Subject:** Ordinance Amending Montelena Development Agreement, Project No. RC-04-132, Located on the Corner of Douglas Road to the North and Jaeger Road to the East and is within the SunRidge Specific Plan Area.
Recommendation: Waive second reading and adopt Ordinance No. 25-2007. (**Roll Call Vote**)
Result of Recommended Action: Adoption of this ordinance amends the Development Agreement and is intended solely for clarification purposes. The amendment will clarify that the provisions of the Development Agreement do not apply to the wetland preserve. The amendment will not change any substantive provisions of the Agreement.
Staff Report: William Campbell, Planning Department
Advances Goal: 7
- 9.4. **Subject:** Resolution Awarding 4th Amendment of Contract to EDAW, Inc. for Preparation of the Rio Del Oro Environmental Impact Report/Environmental Impact Statement (EIR/EIS) in the amount of \$114,335.00.
Recommendation: Adopt Resolution No. 129-2007 .
Result of Recommended Action: Adoption of this resolution will increase contract amount to \$1,699,130.00 for the purpose of completion of the EIR/EIS.
Staff Report: Paul Junker, Planning Department
Advances Goals: 1, 6, 8 and 13
- 9.5. **Subject:** Resolution Awarding 3rd Amendment of Contract to Jones & Stokes Associates, Inc. for Preparation of Westborough at Easton Environmental Impact Report (EIR) in the amount of \$17,310.00.
Recommendation: Adopt Resolution No. 130-2007 .
Result of Recommended Action: Adoption of this resolution will increase contract amount to \$444,199.50 for the purpose of completion of the EIR.
Staff Report: Paul Junker, Planning Department
Advances Goals: 1, 6, 8 and 13
- 9.6. **Subject:** Resolution Awarding 2nd Amendment of Contract to DMJM Harris for Completion of Preliminary (30 Percent) Design Plans in the Amount of \$1,496,600.00, and Resolution Awarding Letter of Authorization to Pacific Municipal Consultants for Environmental Services in the Amount of \$170,238.00 for the Rancho Cordova Parkway Interchange Project.
Recommendation: The Council adopt:
1) Resolution No. 131-2007 authorizing the City Manager to execute a 2nd Amendment of Contract to DMJM Harris. Current contract authorized an expenditure of \$1,812,662.00 and is approximately 85 percent complete; and
2) Resolution No. 132-2007 authorizing the City Manager to execute a Letter of Authorization to Pacific Municipal Consultants. Current contract authorized an expenditure of \$273,538.00 and is fully expended.
Result of Recommended Action: Adoption of these resolutions will allow the project team to complete the Environmental Impact Statement and Environmental Assessment, and obtain State and Federal environmental certification for the Interchange project. The team will also move forward with preliminary engineering plans that will further detail the project with a significant focus on the design of the bridge over Highway 50, Regional Transit & Union Pacific, and the Folsom South Canal.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 2

- 9.7. **Subject:** Resolution Awarding Contract to KASL Consulting Engineer's for On-Call Surveying and Engineering Design Services in the amount of \$150,000.00.
Recommendation: Adopt Resolution No. 136-2007 .
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with KASL Consulting Engineer's, Inc. for on-call surveying and engineering design services support to the Public Works Department.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 2

10. CONSENT PUBLIC HEARING ITEMS

- 10.1. **Subject:** Resolution Approving Mills Shopping Center Pad E Design Review, Conditional Use Permit, and Non-Conforming Use Permit, Project No. RC-07-313, Located at 10359 Folsom Boulevard.
Recommendation: Adopt Resolution No. 133-2007 .
Result of Recommended Action: Adoption of this resolution will approve the following entitlements:
1. Design Review for the renovation and addition to Pad E of the Mills Shopping Center;
2. Conditional Use Permit for a drive-up window and improvement of the commercial viability of the Mills Shopping Center; and
3. Non-conforming Use Permit (NUP) to allow for expansion of the commercial use in the Medium Density Residential Zone of the Folsom Boulevard Specific Plan (FBSP).
Pad E is one of the last buildings in the center to be renovated and its completion will complement the Folsom Boulevard corridor.
Staff Report: William Campbell, Planning Department
Advances Goals: 1 and 8
- 10.2. **Subject:** Resolution Approving Fite Corporate Center, Buildings B and C, Design Review, Project No. RC-07-306, Located at 10101 and 10121 Old Placerville Road.
Recommendation: Adopt Resolution No. 134-2007 .
Result of Recommended Action: Adoption of this resolution will complete development of Buildings B and C of the Fite Corporate Center, adding about 145,000 square feet of office space complementing the office development occurring in the Mather Field Redevelopment Area nearby. The final two buildings will complete Building A, which was constructed under the County entitlements.
Staff Report: Katja Irvin, Planning Department
Advances Goals: 1 and 9

11. PUBLIC HEARING ITEM

- 11.1. **Subject:** Ordinance Amending Rancho Cordova Municipal Code Chapter 16.20, Updating the Chapter and Establishing a Rental Housing Inspection Program.
Recommendation: Waive first reading and introduce Ordinance No. 26-2007. (Roll Call Vote)
Result of Recommended Action: Adoption of this ordinance will update Chapter 16.20 of the City's Municipal Code, "Rancho Cordova Housing Code," and establish a Rental Housing Inspection Program. The purpose of this Program will be to ensure that all rental housing complies with State mandated minimum housing requirements.
Staff Report: Curt Haven and Kerry Simpson, Economic Development Department and Jose Sanchez, City Attorney's Office
Advances Goals: 1, 6, 7, 8, 10 and 13
Growing Strong Neighborhoods

12. BREAK

Council will break for refreshments in the lobby in honor of Mayor Sander's birthday.

13. REGULAR CALENDAR ITEMS

- 13.1. **Subject:** Conceptual Design Approval for White Rock Park Pedestrian Overcrossing of Highway 50.

Recommendation: That Council:

- 1) Concur with conceptual recommendations for the design of a new pedestrian bridge over Highway 50 near White Rock Park.
- 2) Accept the alignment and bridge width concept.

Result of Recommended Action: Caltrans will move forward with type size and location bridge design work that is needed to keep the project on schedule. Additional architectural details for the overcrossing will be developed in the next two months through consultation between Caltrans and City staff. A final architectural recommendation will be presented to City Council in early 2008.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goal: 1

- 13.2. **Subject:** First Quarter Financial Report for Fiscal Year 2007-08.

Recommendation: Receive and File Report.

Result of Recommended Action: Report will be received and filed.

Staff Report: Donna Silva, Finance Department

Advances Goal: 1

14. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

15. COUNCIL REPORTS

16. CITY MANAGER'S REPORT

17. OPEN SESSION

Authorization for City's negotiators Micah Runner, Economic Development Manager and Steve Long, Real Estate Consultant, Overland, Pacific & Cutler, Inc. to negotiate with Kevin M. Powell, et al for the acquisition of property located at 10545-10591 Folsom Boulevard (Parcel Number 057-0223-019). The purpose of negotiation is the potential purchase of the property, regarding the price, terms and conditions of the acquisition.

18. CLOSED SESSION

Council will adjourn to Closed Session to discuss the following item:

Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code Section 54956.9 (a) - (one case) - Name of case: *California Native Plant Society v. City of Rancho Cordova et al*; Case No. 06CS01311.

Conference with Legal Counsel – Pursuant to Government Code Section 54956.8 for a matter pertaining to real property negotiations.

19. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

20. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

UPCOMING MEETINGS	
<i>Tuesday, November 27, 2007</i>	<i>5:30 p.m. Work Session on Draft Zoning Code</i>
<i>Monday, December 3, 2007</i>	<i>4:00 p.m. Study Session on Transportation CIP Update</i> <i>5:30 p.m. Regular Meeting</i> <i>(Annual Selection of Council Leadership)</i>
<i>Monday, December 17, 2007</i>	<i>5:30 p.m. Regular Meeting</i>

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

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

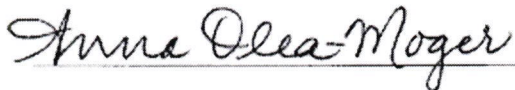
The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the play back cablecast. Tune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

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

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 19, 2007 Special & Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on November 15, 2007 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 15th day of 2007 at Rancho Cordova, California.

A handwritten signature in cursive script, reading "Anna Olea-Moger", written over a horizontal line.

Anna Olea-Moger, CMC, City Clerk

2007

NOTE: PROPOSED REGULAR CITY COUNCIL MEETING DATES ARE SCHEDULED ON THE 1ST AND 3RD MONDAY'S OF EACH MONTH, UNLESS WHEN FALLING ON A HOLIDAY THE MEETING WILL BE SCHEDULED ON THE FOLLOWING TUESDAY (THESE DATES ARE SHADED GREY AND ARE SUBJECT TO CHANGE). REFER TO HOLIDAY SCHEDULES BELOW.

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DECEMBER																				

NEW YEAR'S DAY (MON, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 15)
PRESIDENT'S DAY (MON, FEB 19)
MEMORIAL DAY (MON, MAY 28)

2007 HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (WED, JUL 4)
LABOR DAY (MON, SEP 3)
VETERAN'S DAY (MON, NOV 12)
THANKSGIVING DAY (THUR, NOV 22)

DAY AFTER THANKSGIVING (FRI, NOV 23)
CHRISTMAS EVE (MON, DEC 24)
CHRISTMAS DAY (TUE, DEC 25)

2008

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DECEMBER																				

NEW YEAR'S DAY (TUES, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 21)
PRESIDENT'S DAY (MON, FEB 18)
MEMORIAL DAY (MON, MAY 26)

2008 HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (FRI, JUL 4)
LABOR DAY (MON, SEP 1)
VETERAN'S DAY (TUES, NOV 11)
THANKSGIVING DAY (THUR, NOV 27)

DAY AFTER THANKSGIVING (FRI, NOV 28)
CHRISTMAS EVE (WED, DEC 24)
CHRISTMAS DAY (THURS, DEC 25)

2009

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DECEMBER																				

NEW YEAR'S DAY (THURS, JAN 1)
MARTIN LUTHER KING JR. DAY (MON, JAN 19)
PRESIDENT'S DAY (MON, FEB 16)
MEMORIAL DAY (MON, MAY 25)

2009 PROPOSED HOLIDAY SCHEDULE - CITY HALL CLOSED (SHOWN ITALICIZED)
INDEPENDENCE DAY (FRI, JUL 3 [OBSERVED?])
LABOR DAY (MON, SEP 7)
VETERAN'S DAY (WED, NOV 11)
THANKSGIVING DAY (THUR, NOV 26)

DAY AFTER THANKSGIVING (FRI, NOV 27)
CHRISTMAS EVE (THURS, DEC 24)
CHRISTMAS DAY (FRI, DEC 25)



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

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

Monday, October 15, 2007

**4:00 P.M. – Special Joint Meeting Study Session
City Council and Planning Commission**

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

DRAFT MINUTES

A. STUDY SESSION - CALL TO ORDER / ROLL CALL

Mayor Sander called the special joint meeting to order in the American River Community Room - North at 4:06 p.m.

Present: Council Members Cooley (arrived at 4:30 p.m.), McGarvey, Skoglund, and Mayor Sander
Planning Commissioners Burke, Cummings, Savorn, Vance, Moe and Chair Konarski (arrived at 4:10 p.m.)

Absent: Vice Mayor Budge and Commissioner Smith

Staff Present: Gaebler, Chinn, Lindgren, Chapman, Olea-Moger, Haven, Runner, Junker, Beiswenger, and Johns

B. PUBLIC COMMENT

None

C. STUDY SESSION ITEM

C.1. **Subject:** Draft Zoning Code Chapters, Procedures and Entitlements.

Recommendation: Review and discuss a portion of the draft Zoning Code, with a focus on procedures, and entitlements. Provide comments on document organization and content.

Result of Recommended Action: Comments on the draft Zoning Code chapters will allow staff to finalize the first section of the zoning code and provide direction to staff to continue development of the remaining zoning code for consideration by the City Council at a later date. Comments and direction will be solicited, but no formal action is requested or anticipated.

Staff Report: Jeffrey S. Beiswenger, Planning Department

ACTION: No action taken; discussion item only.

AGENDA ITEM 9.1

D. ADJOURNMENT OF STUDY SESSION

Mayor Sander adjourned the special joint meeting at 5:28 p.m.

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the Dave B. Roberts Council Chambers at 5:38 p.m.

Present: Council Members Cooley, McGarvey, Skoglund, and Mayor Sander
Absent: Vice Mayor Budge
Staff Present: Gaebler, Chinn, Lindgren, Chapman, Olea-Moger, Lehr, Oliver, Haven, Abhar, Holt, Sparkman, Borre, Junker, Irvin, Silva, and Miller

2. METRO CABLE TV TELECAST ANNOUNCEMENT

The Mayor announced the video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

Bruce Risley, led the Pledge.

4. INVOCATION

Tom Wentz, gave the invocation.

5. PRESENTATIONS

- 5.1. Public Works Director Cyrus Abhar introduced new City employee Troy Holt, Management Analyst II.
- 5.2. Mayor Sander presented a Proclamation to Kiwanis Club Members, for Rancho Cordova Kiwanis Club 35th Year Celebration.
- 5.3. Tony Cardenas, Sacramento Valley Regional Representative of the League of California Cities gave a presentation on the Helen Putnam Award for the Highway 50 Corridor Mobility Partnership.

Mayor Sander added the following Item 5.4 to Presentations section of the agenda:

- 5.4 Council Member Skoglund reported on the SacMetro Chamber of Commerce Study Mission conference in Charlotte, North Carolina.

6. PUBLIC COMMENT

The following individuals addressed the Council:

- Bruce Risley presented a plaque to Council in recognition of support and contribution to the 14th Annual Shriners Hospitals Concours d' Elegance.
- Alan Withers on various Kiwanis Club food and toy drives.
- Rod Borba on Cordova Community Council updates and presentation of plaque to Council in support of Rancho Cordova Girls Softball Team.

- Scottie Moore on National Feral Cat Day on October 16.
- Sue Tabor on National Feral Cat Day and Trap, Neuter and Return Program.
- Patricia Wilcox on National Feral Cat Day.
- Vanessa Girard on National Feral Cat Day.

7. CONSENT CALENDAR ITEMS

ACTION: Motion by Skoglund second by Coley and carried by a 4:0 vote (Vice Mayor Budge absent), the Consent Calendar Items 7.1 and 7.3 were approved. Item 7.2 was pulled for individual roll call vote.

7.1. **Subject:** Regular Meeting Minutes of October 1, 2007.

Recommendation: Adopt Minutes.

7.3. **Subject:** Approval of Parcel Map Titled Subdivision Map No. RC-06-246; Goddard School.

Recommendation: Approve Map.

Result of Recommended Action: Approval of this recommended action will result in the recording of the final parcel map creating 2 new parcels in the Villages of Zinfandel Special Planning Area.

Staff Report: Cyrus Abhar, Public Works Department

The following item was pulled for separate discussion

7.2. **Subject:** Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 5 for the Ed Fund Buildings.

Recommendation: Adopt Resolution No. 107-2007.

Result of Recommended Action: Adoption of this resolution will declare the result of the transit-related services tax election concerning Transit-Related Services Special Tax Area Zone 5, which will assist the City in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the Ed Fund Buildings.

Staff Report: Cyrus Abhar, Public Works Department

ACTION: Motion by Cooley second by McGarvey and carried by a 4:0 roll call vote (Vice Mayor Budge absent), Council adopted Resolution No. 107-2007.

8. CONSENT PUBLIC HEARING ITEMS

Mayor Sander opened the Consent Public Hearing comment period. There were no speakers. Mayor Sander closed the Consent Public Hearing comment period.

8.1. **Subject:** Burger King Design Review, Project No. RC-07-300, Located at 2881 Zinfandel Drive.

Recommendation: Adopt Resolution No. 120-2007.

Result of Recommended Action: The façade and landscaping improvements proposed for the Burger King restaurant will enhance Downtown Rancho Cordova and improve the pedestrian experience along this block of Zinfandel Drive, used by pedestrians to access the light rail station.

Staff Report: Katja Irvin, Planning Department

ACTION: Motion by Cooley second by McGarvey and carried by a 3:1 vote (Vice Mayor Budge absent and Skoglund voting No), Council adopted Resolution No. 120-2007.

- 8.2. **Subject:** Resolutions Readopting Necessary Findings for the Implementation and Continuance of Current Development Impact Fees for the Provision of Transportation Improvements. **(Roll Call and Four/Fifth's Vote Required)**

Recommendation: Adopt Resolution No. 122-2007 and Urgency Resolution No. 123-2007.

Result of Recommended Action: Adoption of Resolutions will readopt the necessary findings and continue the current transportation impact fees as imposed by Resolution No. 127-2005 until a new fee schedule is adopted as part of a Transportation Impact Fee Update.

Staff Report: Cyrus Abhar, Public Works Department

ACTION: Motion by Cooley second by McGarvey and carried by a 4:0 roll call vote (Vice Mayor Budge absent), Council adopted Resolution No. 122-2007 and Urgency Resolution No. 123-2007.

9. PUBLIC HEARING ITEMS

None

10. REGULAR CALENDAR ITEMS

None

11. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

12. COUNCIL REPORTS

Council Members reported on various events since the last Council meetings.

13. CITY MANAGER'S REPORT

City Attorney Adam Lindgren reported on the following:

- Role of the City's legal counsel.
- Legal team's approach to providing customer services.
- 2007 Accomplishments.
- 2008 Goals.

Cyrus Abhar, Public Works Director and Curt Haven, Economic Development Director reported on street improvements and code enforcement activities in the Mills Park area as follows:

- Public Works Department will use Prop 1B funding for possible traffic calming measures that will provide additional improvements including new signage, increased road striping, installation of new crosswalk at the intersection of Portsmouth and Mills Station Road, restriction of on-street parking at Mather Field and Portsmouth, and road rehabilitation of entire neighborhood.
- Code Enforcement is working to reduce abandoned cars, remove vehicles on streets and private property, and work with business owners to improve building façades.

14. CLOSED SESSION

There were no items scheduled for this meeting.

15. OPEN SESSION – REPORT FROM CLOSED SESSION

Not applicable for this meeting.

16. ADJOURNMENT

Mayor Sander adjourned the meeting at 7:38 p.m.

Anna Olea-Moger, CMC, City Clerk



CITY COUNCIL SPECIAL MEETING

**City Hall
Coloma Conference Room
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, October 23, 2007

5:30 p.m. – Closed Session

DRAFT MINUTES

1. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Mayor Sander called the special meeting to order in the Coloma Room at 5:45 p.m.

Present: Council Members Cooley, McGarvey, Skoglund, Budge and Mayor Sander
Staff: Gaebler, Lindgren and Leitner

2. PUBLIC COMMENT

None

3. CLOSED SESSION

Council met in Closed Session, in accordance with Government Code Section 54957, to discuss the following: Review & Development of City Manager & Departments.

4. OPEN SESSION – REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that the Council directed the Mayor to send City Manager Ted Gaebler a letter indicating another year of successful performance.

5. ADJOURNMENT

Mayor Sander adjourned the special meeting at 11:15 p.m.

Anna Olea-Moger, CMC, City Clerk



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

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

Monday, November 5, 2007

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

DRAFT MINUTES

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the Dave B. Roberts Council Chambers at 5:34 p.m.

Present: Council Members Cooley, McGarvey, Skoglund, Budge and Mayor Sander
Staff Present: Gaebler, Chinn, Lindgren, Chapman, Olea-Moger, Lehr, Oliver, Abhar, Junker, Silva, Snyder, Hadley, Meeks and Meredith.

2. METRO CABLE TV TELECAST ANNOUNCEMENT

The Mayor announced the video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

Donna Silva, led the pledge.

4. INVOCATION

Pastor Mark Shetler, First Covenant Church, gave the invocation.

5. PRESENTATIONS

- 5.1. Mayor Sander presented a Proclamation to Diane Goddard, Representative of American Diabetes Association for World Diabetes Day on November 14th.
- 5.2. Mayor Sander announced the presentation of Proclamation to Jeri Clinger and Richard Clinger, Artistic Directors and Founders of Galena Street East Dancers for Excellence in Performance and Community Service would be rescheduled to a future meeting.
- 5.3. Council Member McGarvey read a Proclamation for the Veteran's Day Celebration that he will present at the Veteran's Memorial Plaza on November 12th.

The Mayor added the following item to the agenda:

- 5.4. Introduction of new Rancho Cordova Police Department employee Assistant Chief of Police Rich Meredith by Chief of Police Reuben Meeks.
- 5.5. Finance Director Donna Silva and Gene Webb, Chief, Administrative Division of Sacramento County Sheriff's Department reported on the County's Alarm Permit Fees.

6. PUBLIC COMMENT

The following individuals addressed the Council:

- Archbishop Mikhael regarding the lack of response from the Human Rights/Fair Housing Commission (HR/FHC) housed in Rancho Cordova City Hall to his two letters responding to the September 12th HR/FHC letter invoicing property owners renting or leasing apartments, rooming houses, and other residential facilities in the City. The archbishop advised that the Eastern Catholic Church did purchase the Nouveau Way properties listed on the invoice; however, the Church does not charge its elderly/disabled priests & nuns living at the properties rent.
- Melody Granger-Mayer and Susan Nicholson thanked the Council for their ongoing support with Relay for Life of Rancho Cordova.
- Linda Smith regarding Weed and Seed Program and upcoming community events.
- Bruce Risley regarding tour of Shriners Hospital for Children in celebration of 10th Anniversary.
- Scottie Moore on Folsom Boulevard improvements and on an alternative facility for holding local events other than Hagen Park.

7. CONSENT CALENDAR ITEMS

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

- 7.1. **Subject:** Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 6 for the Old Placerville Road Project.
Recommendation: Adopt Resolution No. 119-2007 .
Result of Recommended Action: Adoption of this resolution will declare the result of the transit-related services tax election concerning Transit-Related Services Special Tax Area Zone 6. In order to go into effect, the special tax must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. The landowner decided to redesign the project and intentionally did not return the circulated special transit tax ballot; therefore, the tax in Zone 6 cannot go into effect.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 2 and 11
- 7.2. **Subject:** Resolution Authorizing City Manager to Execute a Lease Agreement with Allan H. Omand for the Rancho Cordova Neighborhood Center Located at 10665 Coloma Road, Suite 100.
Recommendation: Adopt Resolution No. 125-2007 .
Result of Recommended Action: Council approval will extend lease agreement for a period of 36 months allowing City staff to continue daily operations and provide customer service to the community.
Staff Report: Joe Chinn, City Manager's Office
Advances Goals: 4, 6 and 11
Growing Strong Neighborhoods

- 7.3. **Subject:** Resolution Awarding 2nd Amendment of Contract to DKS Associates for On-Call Professional Services Related to Traffic and Transportation Planning in the amount of \$150,000.

Recommendation: Adopt Resolution No. 126-2007 .

Result of Recommended Action: Adoption of resolution will increase the contract amount to \$400,000 for purpose of providing continued professional services through 2011 to support the Public Works Department in response to complex transportation and traffic analysis issues. Work performed related to development projects will be funded through developer deposits. Work related to City traffic issues will be funded through either the transportation impact fee or project capital funds.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goal: 2

- 7.4. **Subject:** Quarterly Treasurer's Report.

Recommendation: Receive and file report.

Result of Recommended Action: This report is intended to provide the Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.

Staff Report: Donna Silva, Finance Department

Advances Goal: 10

8. CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

Mayor Sander opened the Consent Public Hearing comment period. There were no speakers. Mayor Sander closed the Consent Public Hearing comment period.

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

- 8.1. **Subject:** Urgency Resolution Extending the Authority to Continue Current Development Impact Fees for the Provision of Transportation Improvements. **(Roll Call and Four/Fifth's Vote Required)**

Recommendation: Adopt Urgency Resolution No. 124-2007.

Result of Recommended Action: Adoption of this urgency resolution will extend the authority to continue the current transportation impact fees on new development, as imposed by Resolution No. 127-2005, for thirty days. These fees will be used to offset traffic impacts created by new development.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 2 and 11

- 8.2. **Subject:** Dismantle Court Design Review , Project No. RC-07-309, Located at 11301 Dismantle Court.

Recommendation: Adopt Resolution No. 127-2007 .

Result of Recommended Action: Council approval will allow the applicant to construct a metal building, add landscaping, re-configure parking, and improve pedestrian access. The addition of landscaping will screen the parking lot, fences and industrial buildings on the site. The proposed metal building is appropriately located in the dismantling yard behind a fence in the M-2 (heavy industrial) zone.

Staff Report: Katja Irvin, Planning Department

Advances Goal: 9

- 8.3. **Subject:** Montelena Development Agreement Amendment, Project No. RC-04-132, Located on the Corner of Douglas Road to the North and Jaeger Road to the East and is within the SunRidge Specific Plan Area.
Recommendation: Waive first reading and introduce Ordinance No. 25-2007. **(Roll Call Vote)**
Result of Recommended Action: The amendment to the Development Agreement is intended solely for clarification purposes. The amendment will clarify that the provisions of the Development Agreement do not apply to the wetland preserve. The amendment will not change any substantive provisions of the Agreement.
Staff Report: William Campbell, Planning Department
Advances Goal: 7

9. PUBLIC HEARING ITEM

- 9.1. **Subject:** Adoption of 2007-08 Community Development Block Grant (CDBG) Action Plan Amendments.
Recommendation: Adopt Resolution No. 128-2007 .
Result of Recommended Action: Council approval of proposed amendments to the Action Plan will serve as the CDBG Budget for July 1, 2007 to June 30, 2008 (FY 2007-08). These amendments will modify the amount of CDBG funding available to the following activities: White Rock Park improvements, Cordova Villa School improvements, senior nutrition services, fair housing services, and administration.
Staff Report: Reed Flory, Economic Development Department
Advances Goals: 1, 4, 5, 6, 7, 8, 9
Growing Strong Neighborhoods

Mayor Sander opened the public hearing on Item 9.1. There were no speakers. Mayor Sander closed the public hearing on Item 9.1.

ACTION: Motion by Cooley second by Budge and carried by a 5:0 vote, Council adopted Resolution No. 128-2007.

10. REGULAR CALENDAR ITEM

- 10.1. **Subject:** Ordinance Amending Municipal Code 9.28 "Curfew".
Recommendation: Waive first reading and introduce Ordinance No. 23-2007. **(Roll Call Vote)**
Result of Recommended Action: This ordinance will amend the City's daytime curfew regulations in order to improve enforcement coordination with the various school districts serving the City.
Staff Report: Joseph Chapman, City Attorney's Office
Advances Goals: 1, 5, 7 and 9

Mayor Sander opened the public comment period on Item 10.1. There were no speakers. Mayor Sander closed the public comment period on Item 10.1.

ACTION: Motion by Budge second by Cooley and carried by a 5:0 roll call vote, Council waived the first reading and introduced Ordinance No. 23-2007.

11. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Cooley requested letter be drafted in support of commemorative stamp honoring the achievements and legacy of the late Tom Bradley, former Mayor of Los Angeles.

12. COUNCIL REPORTS

Council Members reported on various events since the last Council meetings.

13. CITY MANAGER'S REPORT

City Clerk Anna Olea-Moger reported on her ongoing stewardship responsibilities as follows:

- Serving as Council's ambassador to citizen participation in the public meeting process by way of managing Council meeting agenda content and notifying the public of meetings.
- Responding to public record requests.
- Serving as the Elections Official managing Council Member and departmental service to the community, economic disclosure, elections and filing requirements.
- Managing department operations.
- Department Core Values: Integrity, Knowledge, Accuracy, Responsiveness and Civility.

Customer Service Specialist Kim Oliver reported on the following:

- Passports history and activity to date.
- Preparation of proclamations and catering coordination for Council meetings.

Deputy City Clerk Brenda Lehr reported on the following:

- Developing departmental and Citywide systems including the Future Agenda List, a variety of administrative procedure checklists and implementing of Granicus Streaming Video.

14. CLOSED SESSION

The Council adjourned to Closed Session at 7:12 p.m. to discuss the following item:

- 14.1. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9
(a) - (one case) - Name of case: *California Native Plant Society v. City of Rancho Cordova et al*; Case No. 06CS01311.

15. OPEN SESSION – REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported there was no reportable action.

16. ADJOURNMENT

Mayor Sander adjourned the regular meeting at 7:30 p.m. in memory of Daniel Maloney, Cordova Community Church Respite Program and Alan Hunter, former President of Rancho Cordova Chamber of Commerce and Executive Officer of the State Franchise Tax Board.

Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 23-2007

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
RANCHO CORDOVA AMENDING RANCHO CORDOVA
MUNICIPAL CODE CHAPTER 9.28, "CURFEW"**

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

SECTION 1. Chapter 9.28, "Curfew," of the Rancho Cordova Municipal Code is hereby
amended to read as follows:

"CHAPTER 9.28

9.28.010	Definitions.
9.28.020	Nighttime Curfew.
9.28.030	Daytime Curfew -Truancy.
9.28.040	Penalty for Violation.
9.28.050	Cost Recovery.

9.28.010 Definitions.

As used in this chapter:

A. "Compulsory education" or "compulsory continuing education" shall have the meaning
set forth in California Education Code Section 48200.

B. "School attendance hours" means and includes the hours designated as the length of
the school day on the days school is in session according to the governing board of the school
district.

C. "School district" means any school district that governs the operation of elementary
and secondary schools within the City.

9.28.020 Nighttime Curfew.

A. It is unlawful for any minor under the age of eighteen years to loiter, idle, wander, stroll
aimlessly drive or ride about, or play in or upon the public streets, highways, roads, alleys, park,
playgrounds, or other public grounds, public places and public buildings, places of amusement
and eating places, vacant lots or any unsupervised place between the hours of 10:00 p.m. and
daylight immediately following; provided, however, that the provisions of this section do not
apply:

1. When the minor is accompanied by his or her parents, guardian or other adult person
having the care and custody of the minor;

2. When the minor is upon an emergency errand directed by his or her parent or
guardian or other adult person having the care and custody of the minor;

3. When the minor is returning directly home from a public meeting, or a place of public
entertainment, such as a movie, play, sporting event or school activity or

4. When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession or occupation in which the minor is lawfully engaged.

B. It is unlawful for the parent, guardian or other adult person having the care and custody of a minor under the age of eighteen years, to permit or allow such minor to loiter, idle, wander, stroll, aimlessly drive or ride about or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places and public buildings, places of amusement and eating places, vacant lots, or any other unsupervised place between the hours of 10:00 p.m. and daylight immediately following in violation of Section 9.28.020(A).

C. Each violation of the provisions of this section shall constitute a separate offense.

9.28.030 Daytime Curfew - Truancy.

A. It is unlawful for any student, who is subject to compulsory education or to compulsory continuing education, to be absent from school during school attendance hours on days when said student's school is in session. This section does not apply:

1. When the student is accompanied by his or her parent, guardian, or other adult person having the care or custody of the student; or

2. When the student is on an emergency errand directed by his or her parent or guardian or other adult person having care or custody of the student; or

3. When the student is going or coming directly to or from a medical appointment; or

4. To any student who has permission to leave school campus for lunch or school-related activity and has in his or her possession a valid, school issued, off-campus permit; or

5. When the student is exempt by law from compulsory education or compulsory continuation education; or

6. When the minor is going to or returning directly from a public meeting or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or the minor is otherwise under the supervision of school personnel;

7. When the presence of the minor away from school is connected with or required by a school-approved or school-related business, trade, profession or occupation in which the student is lawfully engaged; or

8. When the student is authorized to be absent from his or her school pursuant to the provisions of Cal. Education Code § 48205, or any other applicable state or federal law.

B. It is unlawful for the parent, guardian or other adult person having the care and custody of a student, to permit or allow such student to be absent from school during school attendance hours when said student's school is in session in violation of Section 9.28.030(A).

C. Each violation of the provisions of this section shall constitute a separate offense.

9.28.040 Penalty for Violation.

A. Each violation of this Chapter shall constitute an infraction and shall be punishable by a fine not to exceed \$500 in accordance with Government Code Section 36900(b) or successor statute.

B. Prior to the commencement of any enforcement action taken pursuant to this section, the enforcement authority shall issue a warning notice to the minor or student and his or her parent(s) or legal guardian(s). The warning notice shall be in a form approved by the Chief of Police.

C. If a subsequent violation of Section 9.28.030 occurs after the service of a warning notice, the minor and his or her parent(s) or legal guardian(s) shall be subject to the penalties set forth in Section 9.28.060.

D. The enforcement authority shall make a good faith effort to issue a warning notice prior to the commencement of any enforcement action taken pursuant to Section 9.28.060. However, the failure to serve a warning notice prior to the commencement of any enforcement action taken pursuant to Section 9.28.060 shall not invalidate further enforcement proceedings under this chapter.

9.28.050 Cost Recovery.

A. *Determination by Court.* In addition to the other penalties imposed by this chapter, if a court determines that a minor under 18 years of age is subject to civil or criminal liability based on violation of this chapter, it may provide that the parent(s) or legal guardian(s) of the minor shall be jointly and severally liable for the cost of providing law enforcement personnel to supervise the minor during his or her detention, over and above the cost of services normally provided by the city's law enforcement agency.

B. *Determination by Chief of Police.* When the chief of police or designee thereof determines that the city's law enforcement agency incurred costs over and above the cost of services normally provided by the agency in providing law enforcement personnel to supervise a minor during his or her detention for violation of this chapter, and when it has been determined by a court that the minor was civilly or criminally liable for such misconduct, the parent(s) or legal guardian(s) of the minor may be assessed, and billed for, such additional costs.

C. *Appeal.* Any person receiving a bill for police services pursuant to this chapter may, within 15 days after the billing date, file a written request appealing the imposition of said charges. Any billing sent pursuant to this section shall inform the billed party of the right to appeal said billing. Any appeal regarding such billing shall be heard by the City Manager, or his or her designee, as the Hearing Officer. Within ten days after the hearing, the Hearing Officer shall give written notice of the decision to the appellant. Upon the filing of a request for an appeal, payment of the bill for the police services shall be suspended until notice of the decision of the Hearing Officer. If the appeal is denied in part or in full, all amounts due to the city shall be paid within 30 days after notice of the decision of the Hearing Officer.

SECTION 2: Severability

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

that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

ADOPTED THIS ____ day of _____ 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 25-2007

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AN AMENDMENT
TO THE DEVELOPMENT AGREEMENT FOR MONTELENA**

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

Section 1. Recitals

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the Property, which is the subject of the development project application.

B. On April 3, 2006, the City and CP Sunridge, LLC ("Landowner") entered into a development agreement ("Agreement") for the Montelena Project ("Project"), which is located south of Douglas Road and west of Jaeger Road within the Sunridge Specific Plan ("Specific Plan"), and designated as Low Density Residential by the General Plan and the Community Plan (hereinafter known as the "Property").

C. Having duly examined and considered the Agreement for the Project and having held properly noticed public hearings, the City adopted Ordinance No. 10-2006 finding that the Agreement satisfied the Government Code §65867.5 requirement of general plan and specific plan consistency.

D. The Agreement identified the existence of approximately fifty (50) acres of wetland preserve on the Property. At the time the Agreement was entered into, the preserve had not yet been created as a legally conveyable parcel. The preserve is now a legally conveyable parcel.

E. The Development Agreement for the Project was not intended to apply to the wetland preserve. Pursuant to Government Code §65868, the City and Landowner now desire to amend the Agreement in order to clarify that the provisions of the Agreement were not intended to apply to any wetland preserve.

F. Landowner will be conveying fee title to the wetland preserve to the Sacramento Valley Conservancy ("Conservancy"), and a conservation easement will be conveyed to the Wildlife Heritage Foundation ("Foundation").

G. The Amendment is intended solely to clarify the intentions of the Agreement with regards to wetland preserves, and does not deviate from the originally approved Project in any way. The Amendment will, therefore, not result in any additional direct physical change in the environment, or any additional reasonably foreseeable indirect physical change in the environment.

H. All environmental impacts have been reviewed and addressed at the time the project was approved. All recitals and findings of determination in Ordinance No. 10-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment.

I. In 2002, Sacramento County ("County") certified the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Project as being adequate and complete. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the Project on February 21, 2006. Mitigation measures were required in the EIR and Mitigated Negative Declaration and were incorporated into the Project and into the terms and conditions of the Development Agreement.

J. Pursuant to the California Environmental Quality Act, the City performed an Initial Study and issued a Mitigated Negative Declaration for the Project's Tentative Subdivision Map, which concluded that: (a) the Project will not have a significant impact on the environment due to the mitigation measures adopted by the City, and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

K. On October 25, 2007, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement Amendment.

L. On November 5, 2007, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2. Findings and Determinations

Therefore, on the basis of (a) the foregoing Recitals as incorporated herein, (b) the City of Rancho Cordova's General Plan, (c) the Sunridge Specific Plan, and (d) the City's Mitigated Negative Declaration, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement and its Amendment are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan and Sunridge Specific Plan in that (a) the land use designation for the Project is Low Density Residential and the proposed projects will create 879 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provisions of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing public services, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

B. The Development Agreement and its Amendment are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the Project's approval includes the Rezoning of the Property as adopted by the City on March 20, 2006 by City Ordinance No. 09-2006.

C. The Development Agreement and its Amendment are in conformity with public convenience, general welfare and good land use policies in that the Project will implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location.

D. The Development Agreement and its Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the Sunridge Specific Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement and its Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the Project will be consistent with the General Plan and the Sunridge Specific Plan.

F. The Development Agreement and its Amendment are consistent with and include the substantive elements of Government Code Sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3. Approval

The City Council hereby approves the Amendment to the Project's Development Agreement (**Exhibit A**) and authorizes the City Manager to execute the Amendment.

Section 4. Recordation

Within ten (10) days after the Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the Agreements to the County Recorder for recordation.

Section 5. Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

ADOPTED THIS ____ day of _____ 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND CP SUNRIDGE, LLC RELATIVE TO MONTELENA

This First Amendment to Development Agreement ("**Amendment**") is entered into this ____th day of _____ 2007, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**") and CP SUNRIDGE, LLC, a Delaware Limited Liability Company ("**Landowner**"), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated April 03, 2006 ("**Agreement**"), recorded on July 18, 2006 in the Office of the Sacramento County Recorder in Book 20060718, Page 0966, Official Records, establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in the Agreement (the "**Property**").

B. The Agreement identified the existence of approximately 50 acres of wetland preserve on the Property. At the time the Agreement was entered into, the preserve had not yet been created as a legally conveyable parcel. The preserve is now a legally conveyable parcel.

C. Landowner will be conveying fee title to the wetland preserve to the Sacramento Valley Conservancy ("**Conservancy**"), and a conservation easement will be conveyed to the Wildlife Heritage Foundation ("**Foundation**").

D. This Amendment is intended solely to clarify the intentions of the Agreement with regards to wetland preserves and does not deviate from the originally approved Montelena Project ("**Project**") in any way. This Amendment will, therefore, not result in any additional direct physical change in the environment, or any additional reasonably foreseeable indirect physical change in the environment.

E. All environmental impacts have been reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 10-2006, which adopted the Development Agreement on April 3, 2006, are still accurate and relevant to the Amendment.

F. In 2002, Sacramento County ("County") certified the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Project as being adequate and complete. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the Project on February 21, 2006. Mitigation measures were required in the EIR and Mitigated Negative Declaration and were incorporated into the Project, and into the terms and conditions of the Development Agreement.

G. Pursuant to the California Environmental Quality Act, the City performed an Initial Study and issued a Mitigated Negative Declaration for the Project's Tentative Subdivision Map, which concluded that: (a) the Project will not have a significant impact on the environment due to the mitigation measures adopted by the City, and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

H. Pursuant to Government Code §65868, City and Landowner now desire to amend the Agreement in order to clarify that the provisions of the Agreement were not intended to apply to any wetland preserve.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Wetland Preserve. The provisions of the Agreement shall not apply to the wetland preserve, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto.

2. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

3. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ____-2007, adopted by the Council of the City on this ____th day of _____ 2007, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

"LANDOWNER"

CP SUNRIDGE, LLC
a Delaware Limited Liability Company

By: Centex Homes, a Nevada general
partnership
Its: Managing Member

By: Centex Real Estate Corporation, a
Nevada corporation
Its: Managing Partner

By: _____
Name: Douglas A. Pautsch
Title: Division President

By: Pulte Home Corporation, a Michigan
corporation, Its Member

By: _____
Name: Christopher B. Cady
Title: Division President - Sacramento

1010723_4

EXHIBIT LIST

- Exhibit A-1 Legal Description of the Wetland Preserve
- Exhibit A-2 Plat Map to Accompany Legal Description of
the Wetland Preserve

EXHIBIT A-1

Legal Description of the Wetland Preserve

Being all of the Lands of CP Sunridge, LLC, as described as Resultant Area 1 in that certain Boundary Line Adjustment recorded on March 2, 2007 in Book 20070302, at Page 1440, Official Records of Sacramento County and situate in Fractional Section 8 and the North One-Half of Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

RESULTANT AREA 1

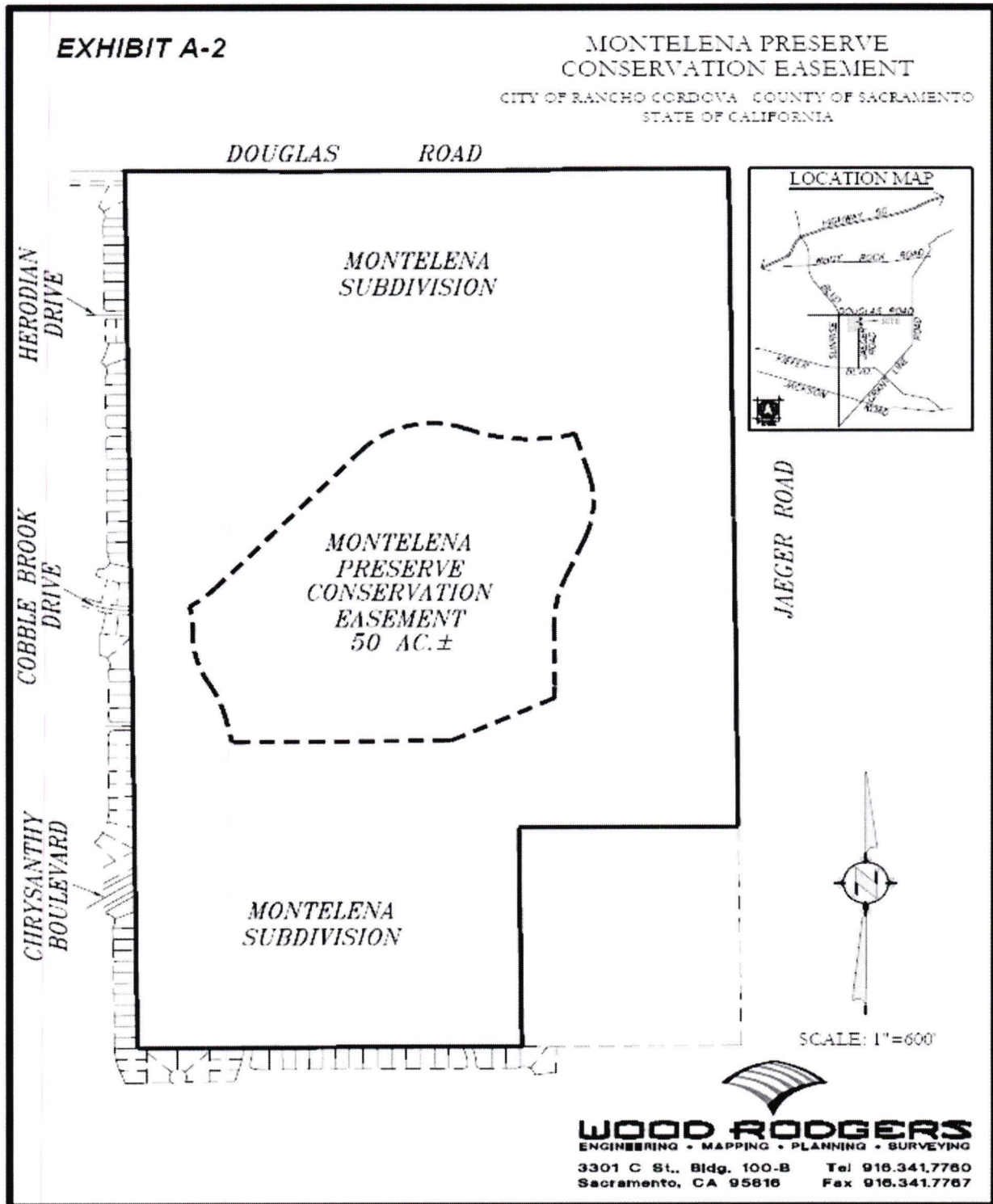
Beginning at a point from which a found three-quarter (3/4) inch iron pipe with plastic plug stamped L.S. 6046 marking the intersection of the centerline of Chrysanthy Boulevard as shown on that certain Final Map entitled "Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records and the West line of the said Lands of CP Sunridge as described in said Boundary Line Adjustment bears South 32°24'34" West a distance of 821.83 feet; thence from said **POINT OF BEGINNING** for the following sixteen (16) arcs, courses and distances:

1. North 13°34'50" West a distance of 126.25 feet to a point of curvature;
2. 190.71 feet along the arc of a tangent 555.00 foot radius curve to the left through a central angle of 19°41'16" to a point of reverse curvature
3. 282.14 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 36°19'36" to a point of reverse curvature
4. 118.64 feet along the arc of a tangent 305.00 foot radius curve to the left through a central angle of 22°17'16" to a point of cusp;
5. from a radial line which bears South 29°55'33" East, 151.80 feet along the arc of a non-tangent 540.00 foot radius curve to the left through a central angle of 16°06'22";
6. North 43°58'06" East a distance of 949.64 feet to a point of curvature;
7. 519.28 feet along the arc of a tangent 449.00 foot radius curve to the right through a central angle of 66°15'51" to a point of reverse curvature;
8. 509.21 feet along the arc of a tangent 851.00 foot radius curve to the left through a central angle of 34°17'03";
9. South 17°45'26" East a distance of 211.71 feet to a point of curvature;
10. 328.51 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 42°17'51";
11. South 24°32'25" West a distance of 217.66 feet to a point of curvature;
12. 244.82 feet along the arc of a tangent 555.00 foot radius curve to the left through a central angle of 25°16'28";
13. South 00°44'04" East a distance of 302.08 feet to a point of curvature;
14. 58.04 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 07°28'23";
15. South 65°46'11" West a distance of 522.89 feet; and
16. South 89°31'41" West a distance of 993.07 feet to the Point of Beginning.

Containing 50.000 acres of land, more or less.

EXHIBIT A-2

Plat Map to Accompany Legal Description of the Wetland Preserve



MEMORANDUM



DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: RESOLUTION AWARDING FOURTH AMENDMENT OF CONTRACT TO EDAW, INC. FOR THE PREPARATION OF THE RIO DEL ORO SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT

RECOMMENDATION

Adopt Resolution No. 129-2007.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute a contract with EDAW, Inc. for the preparation of an Environmental Impact Report and Environmental Impact Statement for the Rio del Oro development project.

BACKGROUND

The Rio del Oro project (RC-03-014) will entitle approximately 3,828.5 acres within the City of Rancho Cordova in Sacramento County. The project is located south of White Rock Road, north of Douglas Road, and east of Sunrise Boulevard.

The project will require the preparation of a Specific Plan document, rezone, design review and tentative subdivision maps entitlements.

Before these various entitlements can be approved and construction of the project can begin, it is necessary to conduct an environmental review of the project in accordance with the California Environmental Quality Act (CEQA).

The City issued an RFP for preparation of the EIR/EIS. Based on review of the proposals by City staff, with input from the project applicant, EDAW, Inc. was determined as the most appropriate firm to prepare the EIR/EIS.

Financial Impacts

EDAW, Inc.'s total original estimate for preparing the EIR/EIS was \$838,751. Subsequently, the City has approved three amendments to the contract. This fourth amendment, for \$114,335, will bring the total contract amount to \$1,699,130. The attached resolution will authorize the City Manager to execute a contract with EDAW,

Inc. for the total amount of \$1,699,130. Funding for the preparation of the EIR will be provided by the project applicant and will not involve the City's general fund. The applicant had reviewed and supports this contract amendment.

REQUESTED MOTION

"I move that the City Council adopt Resolution No. 129-2007 authorizing the City Manager to execute a consultant services agreement with EDAW, Inc. for the preparation of the Rio del Oro Specific Plan EIR/EIS.

ATTACHMENT

Resolution No. 129-2007 including Exhibit 1 (4th Amendment to Contract).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 129-2007

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
AUTHORIZING THE APPROVAL OF THE FOURTH AMENDMENT TO THE CONSULTANT
SERVICES AGREEMENT BETWEEN EDAW, INC. AND THE CITY OF RANCHO CORDOVA
FOR PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT AND ENVIRONMENTAL IMPACT STATEMENT FOR THE RIO DEL ORO
PROJECT**

WHEREAS, the City of Rancho Cordova ("City") has determined that the preparation of an Environmental Impact Report ("EIR") and Environmental Impact Statement ("EIS") for the Rio del Oro project ("Project"; RC-03-014) is necessary in order to comply with the requirements of the California Environmental Quality Act ("CEQA") and National Environmental Protection Act (NEPA); and

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

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

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the City Manager to approve a fourth amendment (**Exhibit 1**) to the consultant services agreement between EDAW, Inc. and the City of Rancho Cordova, which shall be in a form approved by the City Attorney and shall be for a total project budget amount not to exceed One Million Six Hundred Ninety Nine One Hundred Thirty Dollars (\$1,699,130).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

**FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND EDAW, INC.
Re: Preparation of the Rio Del Oro EIR/EIS**

This Fourth Amendment ("Amendment") to the Consulting Services Agreement between the City of Rancho Cordova ("City") and EDAW, Inc. ("Consultant") is made by and between the City and Consultant as of October 16, 2007. City and Consultant are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement ("CSA") dated as of January 20, 2004, for the purpose of preparing a joint EIR/EIS document for the Rio del Oro development project (the "Project"); and

WHEREAS, the parties agree that changes to the Scope of Work and Cost Estimate provided for in the CSA (as those terms are defined in the CSA) are necessary in order to reflect changes in the additional cost for the completion of the Environmental Impact Report/Environmental Impact Statement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

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

"Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 15, 2008, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2 of the CSA, "Compensation", provides for the City to pay Consultant a sum not to exceed \$1,584,795. This amount shall now be read as "One Million Six Hundred Ninety Nine Thousand One Hundred Thirty Dollars (\$1,699,130)." All other terms and conditions in Section 2 shall remain in full force and effect.

3. The document entitled "Scope of Work", attached hereto as Exhibit A, shall replace and supercede the documents entitled "Approach and Work Plan" and "Cost Estimate" that was attached to the CSA.

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

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

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted Gaebler

City Manager

Date: _____

Gary Jakobs, Vice President

EDAW, Inc.

Date: _____

Attest:

Anna Olea-Moger, CMC

City Clerk

Date: _____

Approved as to form:

Adam U. Lindgren

City Attorney

Date: _____

Exhibit A

**Rio del Oro
Recirculated Draft Environmental Impact Report/
Environmental Impact Statement
Scope of Work
October 1, 2007**

This scope of work and cost estimate responds to revising and updating portions of the Rio del Oro Draft Environmental Impact Report/Environmental Impact Statement (DEIR/DEIS) and preparing a Recirculated DEIR/Supplemental DEIS.

Portions of the following DEIR/DEIS chapters will be revised to incorporate new or revised information since publication of the DEIR/DEIS and in response to comments received on the December 8, 2006 DEIR/DEIS:

- Summary – only those portions addressing water supply and biological resources
- Introduction – a new introduction will be created that addresses the purpose and need of a Recirculated DEIR/Supplemental DEIS
- Alternatives – only those portions addressing revisions to the proposed interim water supply and updated biological resource mitigation plans and other biological resources information as a result of further refined biological resources data and from comments received on the December 8, 2006 DEIR/DEIS
- Biological Resources – entire section will be revised
- Water Supply – entire section will be revised
- Climate Change – as it relates to water supply and will be addressed only in the revised water supply section
- Cumulative Impacts – only biological resources and water supply cumulative impacts
- Growth Inducement – only biological resources and water supply cumulative impacts
- References – only new references will be included in the Recirculated DEIR/Supplemental DEIS

Water Supply

EDAW will revise the water supply section of the December 8, 2006 DEIR/DEIS to incorporate responses to water-related comments received on the public DEIR/DEIS, include a "Vineyard" type analysis (in response to public comments), and revise the analysis and discussion of the interim water supply analysis. The long-term water supply analysis will be augmented per applicant input.

EDAW will also include an analysis of climate effects on water supply.

EDAW will coordinate with the City, City attorney, and applicant team on the revised analysis and EDAW assumes that the City (with input from the applicant team) will provide to EDAW a revised description of the proposed interim water supply to support the revised analysis to be conducted by EDAW. Any information received from the applicant team is assumed to come through the City. EDAW will provide an independent review of all applicant team-generated data and information.

Biological Resources

EDAW will revise the biological resources section of the December 8, 2006 DEIR/DEIS to incorporate responses to biological resources comments received on the public DEIR/DEIS. EDAW will also revise the analysis consistent with the updated wetland mitigation plan (in consultation with the U.S. Army Corps of Engineers [USACE]), LiDar analysis, and other biological resources analyses and supporting studies conducted by ECORP Consulting (ECORP), as well as provide updates to the section based on the Biological Opinion (if available for inclusion at the time of release of the Recirculated DEIR/Supplemental DEIS. EDAW assumes that ECORP will provide all updated information to EDAW to support the revised biological resources section in a timely fashion. Any information received from the applicant team, including ECORP is assumed to come through the City. EDAW will provide an independent review of all applicant team-generated data and information.

In the event that an updated wetland mitigation plan is not completed to the satisfaction of USACE for the revised biological resources analysis, EDAW biologists will meet with USACE (Anna Sutton) to review the December 8, 2006 DEIR/DEIS biological resources section and collaboratively revise the wetland mitigation so that it meets the satisfaction of USACE.

EDAW will also revisit City of Rancho Cordova General Plan consistency of the project as it relates to biological resources in coordination with City staff and the City attorney. It is assumed that the City will provide EDAW with the City's interpretation of the applicable General Plan policies and provide direction to EDAW on the revised biological resources consistency analysis. The revised consistency analysis will be appended to the Recirculated DEIR/Supplemental DEIS, using the same format as the DEIR/DEIS. However, only the biological resources General Plan consistency analysis will be included.

EDAW will prepare a outline of the revised biological resources section for review and input from USACE, U.S. Fish and Wildlife Service (USFWS), and the U.S. Environmental Protection Agency (EPA) at a meeting to be scheduled by USACE (tentatively scheduled during the week of October 15). The outline will address how EDAW on behalf of USACE proposes to address comments received on the December 8, 2006 DEIR/DEIS by USFWS and EPA. From input provided at that meeting, EDAW will prepare the revised biological resources section for review by the City, USACE, USFWS, and EPA. EDAW assumes that all federal agencies will be in agreement on the content and conclusions of the revised biological resources analysis before public release of the Recirculated Draft EIR/Supplemental EIS.

Cumulative Impacts

EDAW will revise the cumulative impact analysis for the water and biological resources sections only. The revised analysis will try and account for updates to wetland acreages from pending and approved projects (if available). EDAW will revise the cumulative context map and include it in one of the sections being generated for the Recirculated Draft EIR/Supplemental Draft EIS. No new cumulative impact analyses will be conducted for any of the other resource areas.

Meetings

EDAW assumes the following 8 meetings as part of this scope of work:

- Attendance at September 12, 2007 meeting with City, USACE, and applicant team to discuss status of 404 permitting and recirculation issues (Dunn, Unger).
- Attendance at September 17, 2007 meeting with City and applicant team to discuss the Recirculated DEIR/Supplemental DEIS process, schedule, and issues (Dunn, Copeland)
- Attendance at September 25, 2007 meeting with City and USACE to discuss Supplemental DEIS process and integration of wetland mitigation plan, USACE comments, and USFWS and EPA (Dunn, Copeland)
- Assumes 1 meeting with USACE in September/October 2007 to review the wetland mitigation and biological resources section (up to 2 EDAW biologists)
- Assumes 1 meeting with City, USACE, USFWS, and EPA in October, 2007 (up to 3 EDAW staff)
- Assumes up to 2 meetings with the City, applicant team, and USACE (with one being City and federal agencies) (up to 3 EDAW staff)
- Assumes 1 meeting with City and USACE to review comments on the administrative draft document (2 EDAW staff)

Coordination

This scope of work includes limited time (24 hours for Dunn and 40 hours for Copeland) for internal and external project team coordination, including coordination with City, applicant team, and federal agencies, as needed. Coordination time also includes drafting NEPA notices and coordination with USACE, Army Federal Register liaison, and EPA on noticing and filing of the Supplemental DEIS. Substantial delay in the schedule, or additional coordination time beyond that assumed would erode the budget and therefore, an amendment may be warranted.

Assumptions:

- Assumes preparation of a joint document (Recirculated DEIR/Supplemental DEIS) not a stand-alone Recirculated DEIR and subsequent stand-alone Supplemental DEIS.
- Assumes one reiteration of review by the City, USACE, USFWS, and EPA of the revised biological resources section outline (to be discussed at a meeting with the City and federal agencies). Assumes attendance of up to three EDAW staff.
- Assumes up to two reiterations of review by the City and USACE (and other federal agencies). Additional reiterations of review would require a contract amendment.
- Assumes incorporating City and USACE comments into screencheck Recirculated DEIR/Supplemental DEIS after second reiteration. EDAW assumes that the City and USACE comments on the screencheck will be minimal.
- Assumes distribution of a revised public DEIR/DEIS that includes only the 8 chapters discussed above
- Assumes attendance by EDAW to up to 8 meetings. EDAW can attend additional meetings, as needed on a time-and-materials basis, or via a contract amendment.
- Assumes 40 hours to respond to comments on the revised DEIR/DEIS sections. If additional effort is needed, an amendment would be required.

- Assumes all new information and comments to be received in one unified submittal, not piecemeal.
- Does not assume submittal of piecemeal sections to City and/or USACE for review.
- Assumes no changes to the adopted water supply assessment.
- Cost assumes labor only, no direct expenses (i.e., printing, mailing, mileage). It is assumed that these will be reimbursable, at cost.
- Assumes that responses to comments on the Recirculated DEIR/Supplemental DEIS will be responded to in one FEIR/FEIS that responds to all comments received on the December 8, 2006 DEIR/DEIS and Recirculated DEIR/Supplemental DEIS. Responses to comments on the Recirculated DEIR/Supplemental DEIS is accounted for in this scope of work. However, if additional substantial comments are received on the Recirculated DEIR/Supplemental DEIS beyond what is assumed, a contract amendment may be required to account for substantial new comments.
- Does not include preparation of Findings of Fact/Statement of Overriding Considerations or preparation of the Record of Decision.
- The cost estimate to perform this scope of work is contained in Table 1.
- Additional meetings or delays in scheduling meeting(s) with USACE, City, Applicant Team, and/or federal agencies could compromise schedule. Other factors that could affect schedule include: multiple reiterations of sections, lengthy agency review time, delay in receipt of critical information, and process/notification delays.

Exhibit B

See attachment.

Table 1. EDRAW INC • Rio del Oro Specific Plan Redrafted Draft EIR/Supplemental Draft EIS

10/10/2007

COST ESTIMATE (October 9, 2007)

Task No.	EDAW TASKS	Rate/Hour	Project Manager F. Dunn \$230	Principal-In-Charge Jakobs \$292	Asst. PM/Analyst Copeland \$119	Sr. Botanist P. Unger \$154	Env. Analysts J. King \$132	GIS	Editing Nichols \$98	Graphics	Admin Support Murphy \$59	Word Proc	Total Hours	Total Dollars
1	Prepare Administrative Draft EIR/EIS (redrafted portions only)		2	4	2								4	\$7,168
2	Summary (biology, water)		2		6								4	\$689
3	Alternatives		2		16								8	\$1,177
4	Biological Resources		2		8	80		24					114	\$2,371
5	Utilities (Water Supply Only)		2		5		120						130	\$15,869
6	Climate Change (water supply only)		2		8		16						26	\$17,215
7	Cumulative Impacts (biology, water only)		2		4		22						28	\$3,522
8	Growth Inducement (water only)		2		4		14						20	\$3,834
9	Prepare Second Administrative Draft EIR/EIS		8		16	16	12		24				76	\$2,781
10	Prepare Screencheck Draft EIR/EIS		20	2	24	16	16		24	12		32	126	\$10,135
11	Prepare Final EIR/EIS (redrafted portions only)		24	2	10	10	10		32			32	106	\$14,161
12	Coordination Meetings		32		40	24			24				88	\$13,985
13	Total EDAW Labor Hours		100	8	168	146	210	24	104	12	0	64	836	\$12,645
14	Total EDAW Direct Labor Dollars		\$23,004	\$2,336	\$20,069	\$22,434	\$27,649	\$2,160	\$10,163	\$1,080	\$0	\$5,440		\$14,872
15	SUBCONTRACTOR COSTS													\$114,335

1. Subcontractors	None
2. Other Reproduction	
3. Fehr & Peers Associates (8/16/06 request)	
4. Fehr & Peers Associates (5/15/07 request)	
5. Admin. Fee for Subcontractants (10%)	
Total Subcontractor Costs	\$0

OTHER DIRECT COSTS	
1. Printing	
2. Other Reproduction	
3. Travel/Per Diem/Meals/Hotel/Car Rental	
4. Maps/Supplies/Photos/GPS Unit Use	
5. Communications/Postage/Delivery	
6. Misc	
Total EDRAW Direct Costs	\$0
TOTAL ESTIMATED COST	\$114,335

EXHIBIT B

MEMORANDUM



DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: RESOLUTION AWARDING THIRD AMENDMENT OF CONTRACT TO JONES & STOKES ASSOCIATES, INC. FOR PREPARATION OF WESTBOROUGH AT EASTON ENVIRONMENTAL IMPACT REPORT (EIR)

RECOMMENDATION

Adopt Resolution No. 130-2007.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute a third amendment to the contract with Jones & Stokes for the preparation of an Environmental Impact Report for the Westborough at Easton development project.

BACKGROUND

The Westborough at Easton project (RC-05-180; Applicant: GenCorp) will entitle 1140 acres of land within the City limits of Rancho Cordova located south of Highway 50, east of the Folsom South Canal and north of White Rock Road. As proposed the project could include: over 3,500 dwelling units; 88 acre transit-oriented town center; 96 acres of general commercial; a high school, middle school and two elementary schools; and an open space network with parks, drainage facilities and natural resource areas.

The project will require the preparation of a Specific Plan document, rezone, and tentative subdivision map entitlements.

Before these various entitlements can be approved and construction of the project can begin, it is necessary to conduct an environmental review of the project in accordance with the California Environmental Quality Act (CEQA).

The City issued an RFP for preparation of the EIR. Based on review of the proposals by City staff and input from the project applicant, Jones & Stokes was determined to be the most appropriate firm to prepare the EIR.

Financial Impacts

Jones & Stokes' total original estimate for preparing the EIR was \$423,804. Subsequently, the City has approved two amendments to the contract. This third amendment, for \$17,310, will bring the total contract amount to \$444,199.00. The attached resolution will authorize the City Manager to execute a contract with Jones & Stokes for the total amount of \$444,199.00. Funding for the preparation of the EIR will be provided by the project applicant and will not involve the City's general fund. The applicant has reviewed and supports this contract amendment.

REQUESTED MOTION

"I move that the City Council adopt Resolution No. 130-2007 authorizing the City Manager to execute the third amendment to the consultant services agreement with Jones & Stokes for the preparation of the Westborough at Easton EIR.

ATTACHMENT

Resolution No. 130-2007 including Exhibit 1 (3rd Amendment to Contract).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 130-2007

**A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA
AUTHORIZING THE APPROVAL OF THE THIRD AMENDMENT TO THE CONSULTANT
SERVICES AGREEMENT BETWEEN JONES & STOKES AND THE CITY OF RANCHO
CORDOVA FOR PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT FOR THE WESTBOROUGH AT EASTON DEVELOPMENT PROJECT**

WHEREAS, the City of Rancho Cordova ("City") has determined that the preparation of an environmental impact report ("EIR") for the Westborough at Easton development project ("Project"; RC-05-180) is necessary in order to comply with the requirements of the California Environmental Quality Act ("CEQA"); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the City Manager to approve the third amendment (**Exhibit 1**) to the consultant services agreement between Jones & Stokes and the City of Rancho Cordova, which shall be in a form approved by the City Attorney, and which shall be for a total project budget amount not to exceed Four Hundred Forty Four Thousand One Hundred Ninety Nine Dollars (\$444,199.00).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

**THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND JONES & STOKES ASSOCIATES, INC.
Re: Preparation of the Westborough at Easton EIR**

This Third Amendment ("Amendment") to the Consulting Services Agreement between the City of Rancho Cordova ("City") and Jones & Stokes Associates, Inc. ("Consultant") is made by and between the City and Consultant as of October 24, 2007. City and Consultant are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement ("CSA") dated as of January 3, 2007, for the purpose of preparing the EIR document for the Westborough at Easton Development (the "Project"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

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

"Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on April 1, 2008, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2 of the CSA, "Compensation", provides for the City to pay Consultant a sum not to exceed \$425,679.50. This amount shall now be read as "Four Hundred Forty Four Thousand One Hundred Ninety Nine Dollars (\$444,199.00)." All other terms and conditions in Section 2 shall remain in full force and effect.

3. The document entitled "Budget Augmentation Request", attached hereto as Exhibit A, shall replace and supersede the document entitled "Scope of Work" that was attached to the CSA.

4. The document entitled "Cost Estimate", attached hereto as Exhibit B, shall replace and supersede the document entitled "Cost Estimate" that was attached to the CSA.

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

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

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted Gaebler

City Manager

Date: _____

Jack Gougé, Project Director

Jones & Stokes Associates, Inc.

Date: _____

Attest:

Anna Olea-Moger, CMC

City Clerk

Date: _____

Approved as to form:

Adam U. Lindgren

City Attorney

Date: _____

EXHIBIT A

Scope of Work

Rancho Cordova Westborough at Easton Project

Greenhouse Gas Impact Assessment

With the signing of Assembly Bill (AB) 32 (Global Warming Solutions Act of 2006), greenhouse gas (GHG) emissions have become a high-profile issue in California. Although AB 32 does not mention the California Environmental Quality Act (CEQA), it establishes a strong argument for addressing climate change issues through CEQA documents. At the request of the City of Rancho Cordova (City), Jones & Stokes will prepare a new section within the Cumulative Impact Chapter of the Westborough at Easton environmental impact report (EIR).

Approach

This scope of work describes the approach Jones & Stokes will use to evaluate climate change impacts associated with the Westborough at Easton project. Jones & Stokes will examine the project's potential to affect climate change and the potential impacts of climate change on the project. We will first prepare a brief setting that describes global warming. Then to evaluate the impacts of the project on global warming, Jones & Stokes will estimate its GHG emissions. If necessary, we will identify mitigation measures to reduce GHG emissions. We will also conduct a qualitative evaluation of the potential impacts of climate change on the project and its inhabitants.

Tasks to be completed by Jones & Stokes are described below.

Task 1. Impacts of the Project on Climate Change

Jones & Stokes will quantify project GHG emissions. GHG emissions are a concern because they have been implicated as the primary cause of global warming. Jones & Stokes will develop a table that shows emissions in CO₂ equivalents. We will itemize the emissions separately for project construction and operation (including vehicle miles traveled [VMT]) to ensure that mitigation measures are focused on the project's primary sources of GHG emissions. Prior to starting this task, we will review the project's trip generation rates; an estimate of construction activities, including construction length, phases, and equipment to be used; and information of the project's proposed water supply. Jones & Stokes will use the URBEMIS2007 model to generate estimates of GHG emissions from construction and operational sources. We will estimate GHG emissions associated with generating electricity used by the project once it is built out. The URBEMIS2007 model does not estimate GHG emissions associated with electricity generation. Since the project lies entirely within the Sacramento Municipal Utility District's (SMUD's) service area, Jones & Stokes will base our estimate on SMUD's typical energy resource mix. For example, if we find that 50 percent of SMUD's energy generation is from natural gas combustion, we will assume that 50 percent of the project's electricity consumption will be generated by natural gas combustion. We will calculate GHG emissions accordingly. To do this, we will use the most recent protocols recommended by the California Climate Action Registry, the Intergovernmental Panel on Climate Change (IPCC), or the Environmental Protection Agency.

Jones & Stokes, in coordination with the City, will identify thresholds for determining impacts that are significant and if they can or can't be mitigated to a less than significant level.

Task 2. Impacts of Climate Change on the Project

Jones & Stokes will identify and describe potential impacts of climate change on the project. The discussion of the potential impacts will include qualitative assessments of how climate change may affect future air quality, the project's water supply, and flooding of structures within the project area.

Task 3. Mitigation Measures

Jones & Stokes will recommend mitigation measures to reduce the contribution to GHG emissions generated to support the project and reduce the impact of climate change on future residents and property. If we determine that potential mitigation measures are infeasible, we will describe those measures and why they are not considered feasible. The two criteria to determine whether or not mitigation measures are feasible are technology and cost. For measures determined to be feasible, we will discuss effectiveness of each measure using either a quantitative or qualitative approach. Preliminary criteria to determine effectiveness will include logistics, technology, and cost. The final criteria to be used to determine the feasibility and effectiveness of potential mitigation measures will be established in conjunction with the City prior to the start of this task.

Assumptions

The proposed work described above will be completed based on the following assumptions:

- Jones & Stokes will present the results of Tasks 1 through 3 in the Cumulative Impacts Chapter of the Administrative Draft EIR. We will describe the current state of global warming and GHG emissions, based on available information from the California Energy Commission and the California Air Resources Board. Jones & Stokes' scope does not include a detailed full-lifecycle GHG analysis. For example, we will not estimate GHG emissions resulting from materials that have been manufactured for the project, such as cement, asphalt, or glass.
- To complete this scope of work, Jones & Stokes has budgeted up to six coordination meetings with the City and the Applicant.

EXHIBIT B

Cost Estimate

See attachment.

Table 1. EDAW INC • Rio del Oro Specific Plan Recirculated Draft EIR/Supplemental Draft EIS

10/10/2007

COST ESTIMATE (October 9, 2007)

Task No.	EDAW TASKS	Rate/Hour	Project Manager F. Dunn \$230	Principal-In-Charge Jakobs \$292	Asst. PM/Analyst Copeland \$119	Sr. Botanist P. Unger \$154	Env. Analysts J. King \$132	GIS	Editing Nichols \$98	Graphics	Admin Support Murphy \$59	Word Proc	Total Hours	Total Dollars
1	Prepare Administrative Draft EIR/EIS (recirculated portions only)													
2	Summary (biology, water)		4										4	\$1,168
3	Alternatives			2									2	\$699
4	Biological Resources			6									6	\$1,177
5	Utilities (Water Supply Only)			16									16	\$2,371
6	Climate Change (water supply only)			5									5	\$15,869
7	Cumulative Impacts (biology, water only)			8									8	\$17,215
8	Growth Inducement (water only)			4									4	\$3,522
9	Prepare Second Administrative Draft EIR/EIS			4									4	\$3,834
10	Prepare Screencheck Draft EIR/EIS			16									16	\$2,781
11	Prepare Final EIR/EIS (recirculated portions only)		20	2	24	16	16						76	\$10,135
12	Coordination		24	2		10	10						126	\$14,161
13	Meetings		32		40								106	\$13,985
14	Total EDAW Labor Hours		100	8	168	146	210	24	104	12	0	64	836	\$12,645
15	Total EDAW Direct Labor Dollars		\$23,004	\$2,336	\$20,069	\$22,434	\$27,649	\$2,160	\$10,163	\$1,060	\$0	\$5,440		\$14,872

SUBCONTRACTOR COSTS

1. Subcontractors	None													
Fehr & Peers Associates (6/16/06 request)														
Fehr & Peers Associates (5/15/07 request)														
2. Admin. Fee for Subcontractants (10%)														
Total Subcontractor Costs														\$0

OTHER DIRECT COSTS

1. Printing	At cost - reimbursable													
2. Other Reproduction														
3. Travel Rental Car/Mileage/Travel														
4. Maps/Supplies/Photos/GPS Unit Use														
5. Communications/Postage/Delivery														
6. Misc														
Total EDAW Direct Costs														\$0
TOTAL ESTIMATED COST														\$114,335

EXHIBIT B

MEMORANDUM



DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING 2ND AMENDMENT OF CONTRACT TO DMJM HARRIS FOR COMPLETION OF PRELIMINARY (30 PERCENT) DESIGN PLANS IN THE AMOUNT OF \$1,496,600 AND RESOLUTION FOR THE LETTER OF AUTHORIZATION TO PACIFIC MUNICIPAL CONSULTANTS FOR ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$170,238 FOR THE RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT**

RECOMMENDATIONS

1. Adopt **Resolution No. 131-2007** authorizing the City Manager to execute a contract amendment with DMJM Harris in the amount of \$1,496,600 to complete preliminary (30 percent) design plans for the Rancho Cordova Parkway Interchange project. The current contract with DMJM Harris authorized an expenditure of \$1,812,662 and is approximately 85 percent complete.
2. Adopt **Resolution No. 132-2007** authorizing the City Manager to execute a letter of authorization with Pacific Municipal Consultants in the amount of \$170,238 to complete the Environmental Document and to move forward with environmental permits and certifications that will be developed during the design phase of the interchange project. The current PMC contract for \$273,538 is fully expended.

RESULT OF RECOMMENDED ACTION

The project team will complete the Environmental Impact Statement and Environmental Assessment, and will obtain State and Federal environmental certification for the interchange project. The team will also move forward with preliminary engineering plans that will further detail the project with a significant focus on the design of the bridge over Highway 50, Regional Transit & Union Pacific and the Folsom South Canal.

BACKGROUND

The Rancho Cordova Parkway Interchange Project was initiated in late summer of 2004 under the name of the Sunrise Reliever, describing an important purpose for the project. Today the project is named after the signature roadway that will serve new development south of Highway 50 and east of Sunrise Boulevard.

In September of 2004, the consultant DMJM Harris was hired to guide the engineering development of the project, prepare interchange geometric concepts, identify traffic service functions and guide the public involvement component of the project. At the same time, City planning staff initiated the development of environmental research and clearance for the effort.

Caltrans Project Study Report (PSR) Approval

In March 2007, Caltrans approved the Project Study Report (PSR) for the Interchange Project. This critical milestone is the official indication that the project is conceptually supported by the State. It also allows the City to continue with environmental clearance efforts and to move forward with preliminary engineering work.

The City has actively participated in the 50 Corridor Mobility Partnership which identifies additional transportation needs that integrate with the construction of the interchange. A concept for new and updated roadways in the County, the Cities of Folsom and Rancho Cordova, and in El Dorado County sets the stage for the continued support of Caltrans.

Environmental Clearance Efforts

The Environmental Impact Report (EIR) was initiated in 2004 with the goal of clearing the project based on California Environmental Quality Act (CEQA) requirements. In 2007, the project environmental clearance effort was expanded to serve National Environmental Policy Act (NEPA) requirements allowing the city to expedite coordination with Federal partners and opening the door for Federal fiscal support.

The EIR is comprised of many individual assessments studies such as Community Impact, Noise Analysis, and Initial Site Assessment, etc. Several of these documents have already been approved by Caltrans, and as we obtain approval for remaining studies (Cultural Resources Report, the Natural Environmental Study and the Visual Impact Study) we will release the document for public comment and hold a public hearing. We anticipate completion of these efforts in Spring of 2008.

Project Scope For the Environmental Document

The Scope of the work associated with the environmental document will serve all necessary CEQA requirements, and will include work on Highway 50 that has been identified by the 50 Corridor Mobility Partnership. The scope identified in the environmental document and subsequent design will include three major projects.

1. Auxiliary lanes along Highway 50 between Sunrise Boulevard and Hazel Avenue.
2. Construction of the interchange and bridge across Folsom Boulevard, Regional Transit, Union Pacific and the Folsom South Canal.
3. Extension of Rancho Cordova Parkway south to White Rock Road.

The current estimate of total cost for all these projects including design, support, environmental mitigation, right-of-way acquisition, construction and construction engineering is approximately \$133 million.

Project Funding

Environmental and Design funded through Transportation Impact Fees and CFD bond proceed collected in Sunrise Douglas Community Plan area. Construction funding has not been fully identified yet.

Outreach

Two Public Meetings have been held on the project in the summer of 2005 and in the summer of 2007. These meetings have been well attended and the City has been able to develop good understanding of local concerns. Key issues expressed in the outreach process focus on the location of the bridge and coordination with future development, mitigation efforts associated with residential development north of Highway 50 and making a bicycle/ pedestrian connection across Highway 50.

To further pursue these issues a Community Advisory Committee (CAC) has been initiated with membership from the City of Rancho Cordova, residents in adjacent communities and land owners/ developers south of Highway 50. The intent of the CAC is to supplement the required outreach process in order to build consensus among the affected community and among other stakeholders. These meetings are ongoing and will be critical to building a project that serves residents and businesses throughout the area.

Next Phases of Work

Environmental and Engineering efforts will continue to be pursued in the next phase of project development. The main focus will be the development of 30 percent engineering plans that emphasize preliminary bridge design and geotechnical studies (soil evaluations for bridge footings). The project will also move toward finalization of right-of-way requirements.

The next phases of environmental work focus on permit development, agency agreements and certifications such as Water Quality Certification and coordination with the Bureau of Reclamation.

City staff is currently working with the development community to identify full funding for the interchange project. Based on availability of funding, ground breaking for the 2 year construction project could occur in the Fall of 2010. There will be an additional authorization needed to execute contract plans and specifications and a mitigation monitoring program prior to initiation of construction.

Public Works staff is prepared to make a short presentation on the project should the Council request discussion.

ATTACHMENTS

1. Resolution 131-2007 including Exhibit A – Contract No. 170-2007
2. Resolution 132-2007 including Exhibit A – Scope of Work

CITY OF RANCHO CORDOVA

RESOLUTION NO. 131-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH DMJM HARRIS, INC TO CONTINUE THE PREPARATION OF PRELIMINARY DESIGN PLANS FOR THE DEVELOPMENT OF THE RANCHO CORDOVA PARKWAY INTERCHANGE

WHEREAS, the City of Rancho Cordova intends to continue moving toward the construction of the Rancho Cordova Parkway Interchange;

WHEREAS, on September 7, 2004, the City of Rancho Cordova entered into an agreement (Contract No. 8-2004) with DMJM Harris, Inc. in the amount of \$1,812,662 to initiate preliminary engineering plans for the Sunrise Reliever Interchange with U.S. 50.

WHEREAS, the City has received a focused scope of work and cost estimate for specific services which would exceed the existing contract maximum;

WHEREAS, the City wishes to increase the contracted amount by \$1,496,600 to complete preliminary (30 percent) design plans for the Rancho Cordova Parkway Interchange project;

WHEREAS, those services will exceed the maximum amount that the City Manager has the authorization to approve.

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

PASSED AND ADOPTED by the City Council of on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
DMJM HARRIS, INC**

This First Amendment to the Agreement for Consultant Services (~~First Amendment~~) is made by and between the City of Rancho Cordova (~~City~~) and DMJM Harris, Inc. (~~Consultant~~) as of November 1, 2007.

RECITALS

WHEREAS, the parties have previously entered into a consultant services agreement (~~CSA~~) dated September 7, 2004 for the purpose of design engineering services for Phase 1 and 2, including preliminary design, public outreach, and coordination with environmental consultant; and

WHEREAS, the parties agree that changes to the scope of work and cost estimate provided for in the CSA are necessary in order to account for expansion of elements included in the project and in the magnitude of the effort; and

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

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. The Consultant Services Agreement was entered into on September 7, 2004.
2. Section 2 of the CSA, ~~Compensation~~ provides for the City to pay Consultant a sum not to exceed \$1,812,662. This Amount shall now be amended to read as \$3,309,262.
3. The documents attached as Exhibit A for additional scope of work and cost estimate, and current schedule of billing rates shall be added to the original CSA dated September 7, 2004.
4. All other terms and conditions in the CSA, entered into on September 7, 2004 remain in full force and effect to the extent they are not in conflict with the aforementioned revised language.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Neil Harris, Vice President

Date: _____

Date: _____

Attest:

Anna Olea-Moger, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

DMJM HARRIS | AECOM

DMJM Harris
 2335 American River Drive, Suite 100, Sacramento, CA 95825
 T 916.929.3124 F 916.921.9239 www.dmjmharris.com

August 14, 2007

Mr. Cyrus Abhar, PE
 Public Works Director
 City of Rancho Cordova
 Department of Public Works
 3121 Gold Canal Drive
 Rancho Cordova, CA 95670

Subject: Rancho Cordova Parkway at US 50 Interchange – Contract Amendment 4

Dear Mr. Abhar:

In our meeting on August 1st you requested that we prepare a letter summarizing the breakdown of costs for the individual items that need to be done for Phase 2 (35% design). You also requested that our Scope of Work and Fee Proposal for Phase 2 be modified to include: 1) Study of Bike Path Alternatives, 2) Additional Public Outreach and 3) Contingency Fee that could be allocated should unforeseen situations arise.

Our total estimated cost for Phase 2 is \$1,882,121, which is consistent with the fee estimate provided to you on March 28, 2007 with the additional items described above. A breakdown of these costs is tabulated below:

Task 1.0 Project Management	\$167,112.
Task 4.1 Plans, Profiles, and Typical Sections	\$ 95,380.
Task 4.2 Utility Coordination	\$ 19,880.
Task 4.3 Permitting Coordination	\$ 17,472.
Task 4.4 Transportation Management Plan	\$ 14,656.
Task 4.5 Hydrology Report	\$ 23,648.
Task 4.6 Drainage Report	\$ 41,408.
Task 4.7 Storm Water Data Report	\$ 12,460.
Task 4.8 Signal, Ramp Metering and Lighting Design	\$ 22,346.
Task 4.9 Draft Cost Estimate	\$ 21,450.
Task 4.10 Highway Planting Plan	\$ 51,438.
Task 4.11 Bridge Geotechnical Foundation Report	\$247,047.
Task 4.12 Geotechnical Design and Material Report	\$ 96,354.
Task 4.13 Preliminary Bridge Engineering	\$649,594.
Task 4.14 Finalize Right of Way Requirement	\$121,426.
Task 4.15 Bike Path Alternative Studies	\$ 25,000.
Task 4.16 Public Outreach	\$ 88,647.
Contingency (10%)	<u>\$171,102.</u>
	\$1,882,121

Our total contract budget amount is \$1,812,662 for Phase 1 and 2. Our current authorized budgets for Phase 1 and 2 are \$1,427,142 and \$385,520 respectively. Based on the above estimated cost for Phase 2 of \$1,882,121, the additional budget required to complete Phase 2 is \$1,496,600.

In order to maintain momentum on the project, we request a limited authorization to proceed with the Phase 2 work that is currently within our overall contractual authority. We propose to proceed with Tasks 4.1, 4.2, 4.5, 4.6, and 4.14 as well as some project management hours to complete the work within the remaining contract authority of \$356,903.

Please feel free to contact me or Neil Harris if you have any questions or concerns.

Sincerely,
 DMJM HARRIS, INC.


 Rodney Pimentel
 Project Manager

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AUTHORIZATION WITH PACIFIC MUNICIPAL CONSULTANTS (PMC) FOR THE CONTINUATION OF ENVIRONMENTAL SERVICES RELATED TO THE RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT

WHEREAS, the City of Rancho Cordova intends to continue moving toward the construction of the Rancho Cordova Parkway Interchange;

WHEREAS, on September 7, 2004, the City of Rancho Cordova entered into an agreement with Pacific Municipal Consultants for environmental services for the Rancho Cordova Parkway Interchange Project in an amount \$262,181;

WHEREAS, the City has received a revised scope of work and cost estimate for additional services which would exceed the existing contract maximum;

WHEREAS, the City wishes to increase the contracted amount by \$170,238 to complete additional environmental services as outlined in **Exhibit A**;

WHEREAS, those services will exceed the maximum amount that the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a letter of authorization with Pacific Municipal Consultants in the amount of \$170,238.

PASSED AND ADOPTED by the City Council of on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk



DOCUMENT TRANSMITTAL

November 8, 2007

Mark Thomas
CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670

The following document is:

☐ Urgent ☒ For Your Records ☐ Please Respond

Mark,

PMC requests a budget increase for environmental services provided for the Rancho Cordova Parkway Interchange project. Since 2004, PMC has provided environmental services to the City of Rancho Cordova Public Works Department for the Rancho Cordova Parkway Interchange project, and during the course of this work, PMC has performed additional environmental services tasks that were not included in the original scope and cost proposal approved by the Rancho Cordova City Council on September 7, 2004. These tasks include:

- Revision of the Preliminary Environmental Analysis Report (PEAR) document, after substantial modification of project alternatives during extended preliminary project development;
- Preparation of a Scoping Summary Report, per the request of Public Works staff;
- Completion of Cultural Resources surveys, record searches, and documentation in Gen Corp Areas, after information anticipated to be provided by Gen Corps was not provided;
- Preparation of a Project Environment Evaluation Report (PEER) form, as required by Bureau of Reclamation;
- Preparation of a Community Impacts Memo, as required by Caltrans;
- Participation in additional meetings during extension of project schedule.

www.pacificmunicipal.com

CHICO
140 Independence Circle
Suite C
Chico, CA 95973
(530) 894-3469 Phone
(530) 894-6459 Fax

DAVIS
1590 Drew Avenue
Suite 120
Davis, CA 95616
(530) 750-7076 Phone
(530) 750-2811 Fax

LOS ANGELES
21171 S. Western Avenue
Suite 200
Torrance, CA 90503
(310) 224-4500 Phone
(310) 320-5772 Fax

MONTEREY
585 Cannery Row
Suite 304
Monterey, CA 93940
(831) 644-9174 Phone
(831) 644-7696 Fax

MT. SHASTA
508 Chestnut Street
Suite A
Mt. Shasta, CA 96067
(530) 926-4059 Phone
(530) 926-4279 Fax

OAKLAND
1440 Broadway
Suite 1008
Oakland, CA 94612
(510) 272-4491 Phone
(510) 268-9207 Fax

PHOENIX
1616 E. Indian School Road
Suite 440
Phoenix, AZ 85016
(602) 279-1360 Phone
(602) 279-1326 Fax

RANCHO CORDOVA
10461 Old Placerville Road
Suite 110
Sacramento, CA 95827
(916) 361-8384 Phone
(916) 361-1574 Fax

SAN DIEGO
10951 Sorrento Valley Road
Suite 1-A
San Diego, CA 92121
(858) 453-3602 Phone
(858) 453-3626 Fax

1-866-828-6762

Mark Thomas – City of Rancho Cordova Public Works

November 8, 2007

Page 2 of 2

- Perform Additional Biological Surveys for Elderberry Shrubs, which was previously assumed to be provided by Gen Corp;

Additionally, as the project has continued development and the City elected to pursue full NEPA documentation in anticipation of receiving federal funding, and also as receipt of details of the Rancho Cordova Parkway roadway portion of the project from the Westborough developers was delayed and information originally anticipated to be provided by GenCorp was not provided, PMC incurred budget overruns for the following tasks:

- Administrative Draft Environmental Impact Report (Now an Environmental Impact Report/Environmental Assessment);
- Completion of Wetland Delineation and Natural Environment Study.

Finally, PMC has also identified additional environmental tasks that were not included in the original scope of work that will need to be performed in the future to achieve an approved final Environmental Document and ready the project for start of construction. These tasks include:

- Completion of Section 7 Consultation for Valley Elderberry Longhorn Beetle (VELB) that may reside in on-site elderberry shrubs, as well as for vernal pool crustaceans that may reside in isolated seasonal wetland on-site.
- Acquisition of a Nationwide 404 permit from the U.S. Army Corps of Engineers;
- Acquisition of a 401 Water Quality Certification from the Regional Water Quality Control Board; and,
- Acquisition of a 1602 Streambed Alteration Agreement from the California Department of Fish and Game.

A cost estimate for each of these tasks is attached to this letter for your reference. In total, the anticipated additional cost for the above listed tasks is \$170,238.

The original budget from September 7, 2004 was for \$262,181. To date, there have been five previous budget adjustments (see attached) since approval of the original budget to provide additional budget for PMC's sub-consultants, which brought the budget total to \$273,538. After the addition of this requested budget adjustment, the total revised budget for completion of environmental services for the project would be \$444,348.

Under the revised budget of \$443,776, PMC would complete all remaining environmental documentation and permitting tasks necessary to meet the City's needs up to the selection of a construction contractor and mobilization. A scope and cost for PMC to provide construction MMRP and construction monitoring will be provided as the project nears start of construction and Resource Agency Permits are acquired.

PMC appreciates the City of Rancho Cordova's consideration of this budget adjustment request. Please contact me at (916) 231-2241 or mlogue@pmcworld.com with any questions.

Sincerely,

ORIGINAL SIGNED

Melissa D. Logue
Environmental Planner
PMC

MEMORANDUM



DATE: November 19, 2007
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KASL CONSULTING ENGINEERS FOR ON-CALL SURVEYING AND ENGINEERING DESIGN SERVICES**

RECOMMENDATION

It is recommended that the City Council adopt **Resolution No. 136-2007 (Attachment 1)** authorizing the City Manager to execute a contract with KASL Consulting Engineers for On-Call Engineering Design Services in the amount of \$150,000.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 136-2007 will authorize the City Manager to execute an On-Call Contract (**Exhibit A**) with KASL Consulting Engineers, Inc. for surveying and engineering design services.

BACKGROUND

Due to the magnitude of Capital Improvement Projects within the City, Public Works staff wishes to establish an on-call contract with KASL Consulting Engineers, Inc. to be used to prepare plans and specifications for various projects within the City pertaining to general engineering such as surveying, pavement design and traffic signal design.

The proposed contract, in Exhibit A, is in the amount not to exceed \$150,000. KASL will provide a separate scope of work and associated cost for each request from City staff for specific services. The scope of services and costs will be approved by Staff prior to the commencement of work.

PROJECT FUNDING

Funding for the On-Call engineering services within the scope of this Contract will be provided for by the Gas Tax, Prop. 42 and other special transportation funding and will not impact the General Fund.

ATTACHMENT

Resolution 136-2007 authorizing the City Manager to execute contract with KASL Consulting Engineers, Inc. for On-Call Surveying and Engineering Design Services including Exhibit A (Contract No. 176-2007).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 136-2007

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH KASL CONSULTING ENGINEERS, INC. FOR AN
ON-CALL SURVEYING AND ENGINEERING DESIGN SERVICES CONTRACT**

WHEREAS, The City of Rancho Cordova wishes to contract with KASL Consulting Engineers for On-Call Surveying and Engineering Design Services for an amount of \$150,000;

WHEREAS, those services will exceed the maximum amount that the City Manager has authorization to approve;

WHEREAS, the Council of the City of Rancho Cordova, in the 2007-2008 Adopted Budget has budgeted sufficient funds to cover the cost of this contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract (**Exhibit A**) with KASL Consulting Engineers, Inc., Consultant, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
KASL ENGINEERS INC.

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and KASL Engineers Inc. ("Consultant") as of November 1, 2007 for On-Call Surveying and Engineering Design Services.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2009, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$150,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically

authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$ 1,500. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF CONSULTANT.

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

or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.

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

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

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

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

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

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement,

including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

10.9 Contract Administration. This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

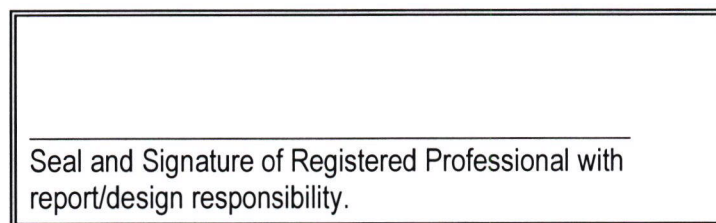
10.10 Notices. Any written notice to Consultant shall be sent to:

John Scroggs
KASL Consulting Engineers
7777 Greenback Lane Suite 104
Citrus Heights, CA 95610

Any written notice to City shall be sent to:

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

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, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

John Scroggs, Principal

Date: _____

Date: _____

Attest:

Anna Olea-Moger, CM C, City Clerk

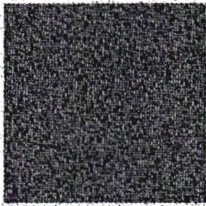
Date: _____

Approved as to Form:

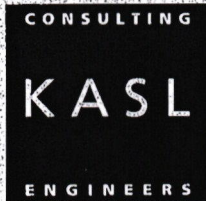
Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES



October 18, 2007



Mr. Britton Snipes
Associate Civil Engineer
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: On-Call Civil Engineering and Land Surveying Consultant Services

Brit:

Per your request the following is our proposal to provide On-Call Civil Engineering and Land Surveying Consultant Services to the City of Rancho Cordova. We understand that the scope of this work could include the preparation of topographic surveys, the preparation of curb, gutter, sidewalk, drainage and street improvement plans, engineering reports, construction staking and mapping services. The scope of work may include coordination and scoping meetings with City of Rancho Cordova Public Works Department staff. The scope of work may include coordination with, and construction staking for, contractors selected by the City of Rancho Cordova for construction of City curb, gutter, sidewalk, street and drainage improvements. The On-Call Services shall include the preparation of slurry seal and restriping plans for Mather Field Road between Peter McCuen Drive and the westbound Interstate 50 onramps and offramps. The On-Call Services shall include the preparation of slurry seal and restriping plans for Rockingham Drive between Mather Field Road and Old Placerville Road. These slurry seal and restriping plans may be included (and bid) as part of the Rancho Cordova 2007 Pavement Rehabilitation Project.

Improvement plans and maps prepared under this contract shall be completed in accordance with City of Rancho Cordova Improvement Standards. All improvement plans and maps prepared under this On-Call Services contract shall be subject to review and approval by the City of Rancho Cordova.

The term of these services shall extend up to one year from the time that an On-Call Consultant Services Agreement is executed by the City of Rancho Cordova. At the completion of this initial one year term the City would have the option of extending the On-Call Services Agreement for (an) additional one year term(s).

Unless otherwise approved by the City, the maximum compensation for On-Call Services shall not exceed \$150,000 for any one year term. For each request for Land Surveying and / or Civil Engineering services KASL Consulting Engineers shall prepare a budget and scope of work proposal for review and approval by the City of Rancho Cordova. Invoices shall be prepared monthly

7777 Greenback Lane

Suite 104

Citrus Heights, CA

95610

Tel. 916/ 722-1800

Fax 916/ 722-4595

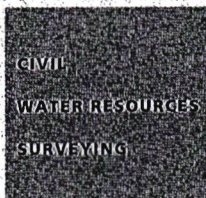
Principals:

Douglas L. Asche

John C. Scroggs

John C. Bigwood

Derek J. Rayner



for the On-Call Services provided during the billing period. Invoices shall be prepared in accordance with our current Standard Rate Schedule. The rate schedule applicable to this term of the On-Call Services is attached.



Before beginning work included in these On-Call Services, KASL shall provide the City of Rancho Cordova with Certificates of Insurance demonstrating compliance with the City's typical requirements for Worker's Compensation (not less than \$1,000,000), General and Automobile Liability Insurance (not less than \$1,000,000) and Professional Liability Insurance (not less than \$1,000,000). The Certificates of Insurance and insurance endorsements shall name the City of Rancho Cordova as additional insured. We propose to execute a Standard Consulting Agreement with the City of Rancho Cordova for these On-Call Services.

Thank you for this opportunity to be of service to the City of Rancho Cordova. We look forward to the opportunity to review specific services to be provided under this proposal and to prepare scope and fee proposals for specific Civil Engineering and Land Surveying tasks.

Very truly yours,

KASL Consulting Engineers

A handwritten signature in black ink, appearing to read "John C. Scroggs", is written over the printed name.

John C. Scroggs

cc: Cyrus Abhar
Kathy Garcia
Maria Lopez

EXHIBIT B
COMPENSATION SCHEDULE

STANDARD RATE SCHEDULE

KASL CONSULTING ENGINEERS, providing superior service in civil engineering, water resources and surveying since 1982.

"We take engineering personally".



PROFESSIONAL RATES

Engineer, Surveyor 1	\$184.00 per hour
Engineer, Surveyor 2	\$157.00 per hour
Engineer, Surveyor 3	\$140.00 per hour
Engineer, Surveyor 4	\$124.00 per hour
Engineer, Surveyor 5	\$108.00 per hour
Engineer, Surveyor, Technician 6	\$ 96.00 per hour
Engineer, Surveyor, Technician 7	\$ 91.00 per hour
Engineer, Surveyor, Technician 8	\$ 81.00 per hour
Technician, Administration 9	\$ 64.00 per hour
Technician, Administration 10	\$ 60.00 per hour
Technician, Administration 11	\$ 39.00 per hour
2-Man Survey Crew	\$195.00 per hour
3-Man Survey Crew	\$235.00 per hour

BASIC CHARGES

TRAVEL OUTSIDE OF SACRAMENTO METROPOLITAN AREA -- \$0.485 per mile for truck or private vehicle, or direct cost of public transportation, plus direct cost of meals and lodging.

WHEN PERSONNEL are required to work during premium overtime pay hours, the above hourly rates will be multiplied by 1.50 for time-and-one-half hours and by 2.00 for double time hours.

OTHER DIRECT EXPENDITURES on behalf of the client will be billed at cost plus 15% percent for handling.

UNDER PROVISIONS OF THIS AGREEMENT, a late payment finance charge will be computed at the periodic rate of 1.5% percent per month, which is an annual percentage rate of 18% percent, and will be applied to an unpaid balance commencing 30 days after the date of the original invoice.

MEMORANDUM

DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: MILLS SHOPPING CENTER PAD E – CONTINUATION

**OWNER:**

Lakha Investments – Sacramento, LLC
Premier Centers Management
D. Spector
500 108th Avenue NE, #2050
Bellevue, WA 98004

APPLICANT:

Rauschenbach, Marvelli, and Becker Architects
Mark Marvelli
2277 Watt Avenue, 2nd Floor
Sacramento, CA 95825

PROJECT: Mills Shopping Center Pad E - Non-conforming Use Permit, Design Review and Conditional Use Permit

FILE: RC-07-313

LOCATION: 10359 Folsom Blvd

APN: 076-0222-026

PLANNER: William Campbell, Principal Planner

RECOMMENDATION

Staff recommends the City Council continue the item to the December 3rd regular meeting.

Staff received an email from the project architect requesting the item be continued to the December 3rd City Council meeting. They are asking for the additional time to address a couple of minor issues related to the site plan. See attached request.

ATTACHMENT

1. Email from RMB Architects

Bill Campbell

From: Ann Greene [a.greene@rmbarchitects.com]
Sent: Monday, November 19, 2007 9:24 AM
To: Bill Campbell
Cc: Mark Marvelli
Subject: A03-183E Mills Pad E - continuance to Dec. 3

Dear Bill,

Mills Center, Pad E is currently on the City Council agenda for this evening. We would like additional time and respectfully request a continuance to the next meeting on December 3, 2007.

Thank you, Ann

Ann Greene
Design Department Coordinator

Rauschenbach Marvelli Becker
Architects + Engineers

2277 Watt Avenue • 2nd Floor
Sacramento, CA 95825
(p) 916.488.8500 x3035
(f) 916.488.8566
(c) 916.798.5879

a.greene@rmbarchitects.com
www.rmbarchitects.com

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MEMORANDUM



DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: MILLS SHOPPING CENTER PAD E – NON-CONFORMING USE PERMIT, DESIGN REVIEW AND CONDITIONAL USE PERMIT

OWNER:

Lakha Investments – Sacramento, LLC
Premier Centers Management
D. Spector
500 108th Avenue NE, #2050
Bellevue, WA 98004

APPLICANT:

Rauschenbach, Marvelli, and Becker Architects
Mark Marvelli
2277 Watt Avenue, 2nd Floor
Sacramento, CA 95825

PROJECT: Mills Shopping Center Pad E - Non-conforming Use Permit, Design Review and Conditional Use Permit

FILE: RC-07-313

LOCATION: 10359 Folsom Blvd

APN: 076-0222-026

PLANNER: William Campbell, Principal Planner

RECOMMENDATION

The Planning Commission recommends the City Council find the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act and adopt Resolution No. 133-2007 approving the Non-Conforming Use Permit, the Design Review and the Conditional Use Permit for Project No. RC-07-313, subject to the findings, evidence, attached Design Package (Exhibit A) and the Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED ACTION

The approval of a Non-conforming Use Permit (NUP) to expand the commercial use in the Medium Density Residential Zone of the Folsom Boulevard Specific Plan (FBSP), the Design Review for the renovation and addition to Pad E of the Mills Shopping Center, and a Conditional Use Permit to allow a drive-up window for the new use will improve the commercial viability of the Mills Shopping Center. Pad E is one of the last buildings in the center to be renovated and its completion will complement the Folsom Blvd corridor.

The Mills Shopping Center consists of multiple subdivided lots with the main building spanning east to west and seven individual retail building pads facing the Folsom Boulevard right of way. Pad E is the last pad of the center to be remodeled. The pad is currently occupied by See's Candies in approximately 5,529 sf and the owner wishes to add approximately 1,600 sf to the rear of the building for a total floor area of 7,129 sf (see Figure 2). The building designs will complement the main shopping center, while including features that attempt to make each pad unique, such as public art, light fixtures, benches, trellises, and trash receptacles. Lastly, the Planning Commission has reviewed and recently recommended approval of the Design Review for the adjacent Pads A and B to the City Council, as the renovation of the shopping center progresses.



Mills Shopping Center Pad E RC-07-313
NUP / CUP / DR

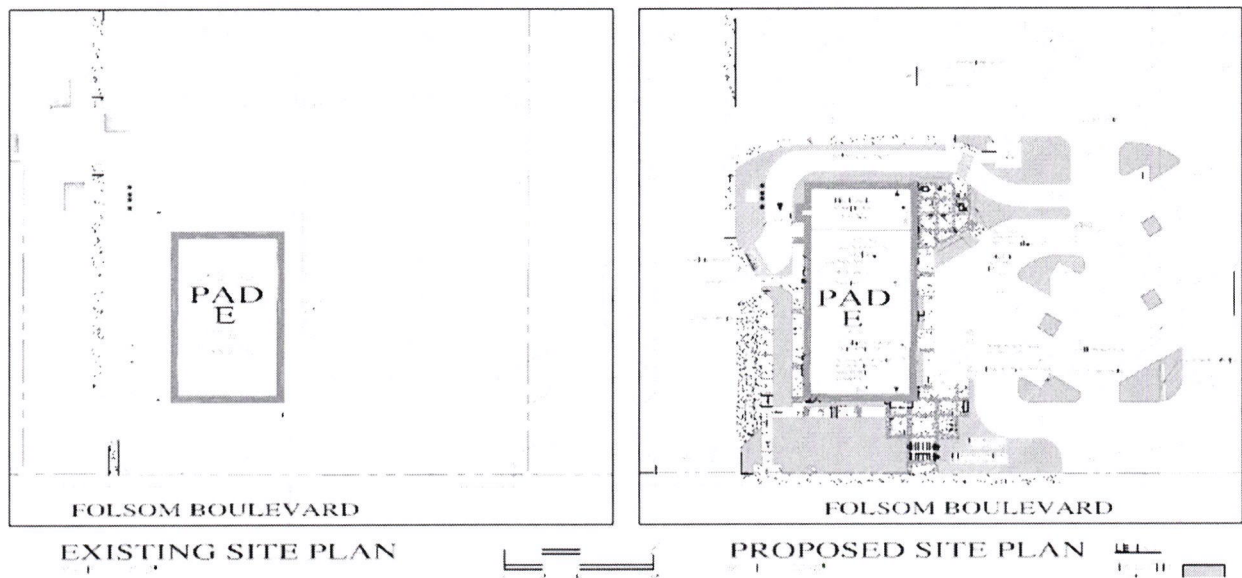
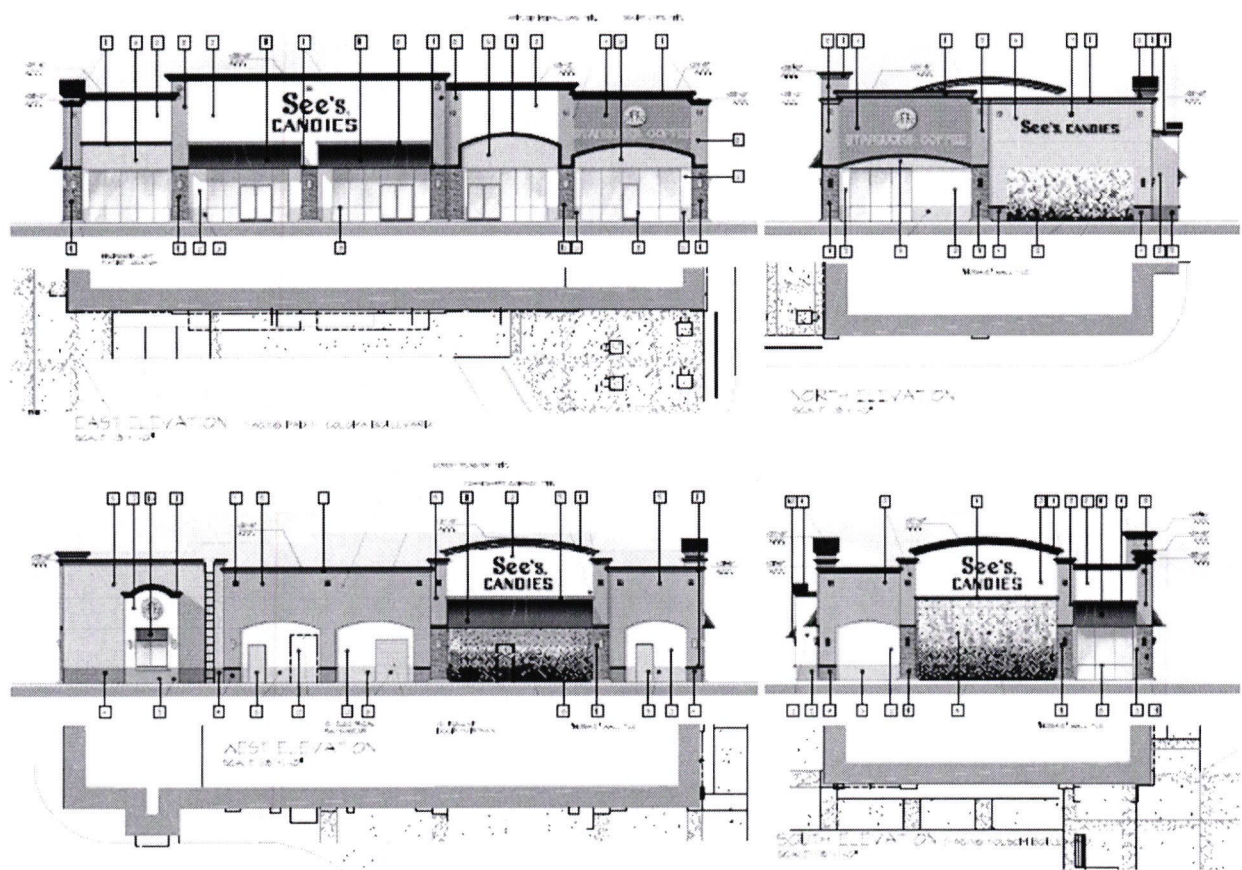


Figure 2. Existing and Proposed Site Plan



PAD E BUILDING

MILLS SHOPPING CENTER ■ RANCHO CORDOVA, CALIFORNIA

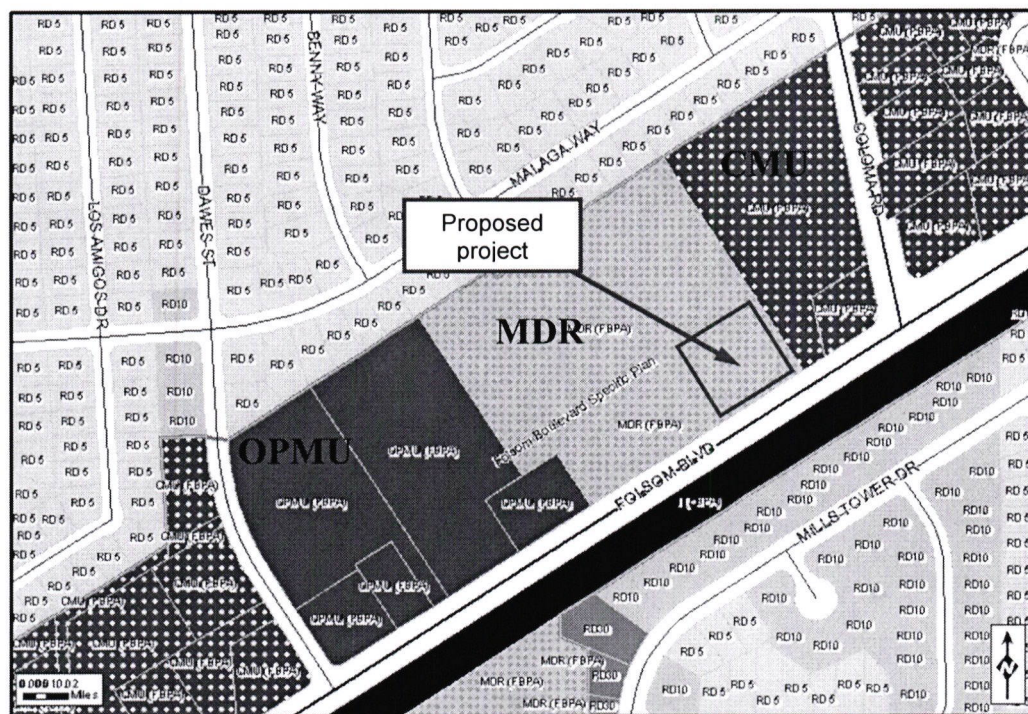
Figure 3. Pad E Building Elevations

The building (front) for See's will face Folsom Blvd and the eastern side of the building, towards the parking field. The architect was challenged to develop a new color scheme that respected the black and white color scheme of See's, while developing Pad E's identity from the other free standing pads along Folsom Blvd. The architect was successful in developing a black, gray and off-white scheme that See's could accept, allowing the new tenant to develop its own identity (see Figure 3). The design includes three mosaic murals that transition the black base tile, through the gray tone to the white tile at the top. These murals complement the use of the black, gray and off-white stucco colors used to break up the mass of the building.

The project includes new landscaping in the form of trees, shrubs, and ground cover within and around the parking lot area. Trellises with trumpet vines will accent blank areas on side and rear building facades. The drive aisle between the building and the street will be eliminated and replaced by landscaping along the street-side of the building, including accent trees, shrubs, flowering plants, and a plaza with benches, bicycle parking, a gateway, and public art. New pedestrian pathways linking the project site with Folsom Boulevard, with the adjacent building on Pad A, and with the main shopping center building are also proposed.

Specific Plan Consistency - Non-Conforming Use

The ultimate goal of the FBSP for this parcel and the others in the shopping center is to transition the commercial character of this "Strip Center" into an integrated mix of commercial, residential and office uses. The transition may take a number of years; however, the FBSP allows for certain modification and improvements to non-conforming buildings and uses in the short term. This project will need City approval of a Non-conforming Use Permit (NUP) for the remodel to occur, if not approved, the remodel would be limited to the See's store only. The proposed project pays attention to the existing form, massing, and articulation of the buildings within Mills Shopping Center and incrementally improves the quality of the shopping center; however, it is not consistent with the long term objectives to promote residential uses in the mixed use zone.



Zoning Consistency

A. Parking

The proposed project includes improvements to the parking lot adjacent to the renovated building. As part of a shopping center, the building will house general retail uses. Parking standards for mixed-use districts (section 240-11.4) and for the proposed project are shown in Table 1. No significant changes in the configuration of the parking lot to the east of the building are proposed and the provided parking inventory will continue to reflect commercial standards in place when the building was originally constructed.

	Retail/Service Parking Standard	Mills Pad E Existing	Mills Pad E Required/Provided
Vehicle			
Minimum	3.7 per 1000 sf	21	25/42
Bicycle			
Minimum	.3 per 1000 sf	N/A	2/3

Table 1. Parking Standards for Mills Pad E

Parking lots with 25-49 spaces shall include shade trees placed so as to cover a minimum of forty percent (40%) of the total parking area with tree canopies within fifteen years (section 330-94). The preliminary landscape plan for the proposed project states that fifty percent (50%) of the parking area will be shaded.

B. Trash Enclosures

The trash enclosure for the proposed project meets trash enclosure standards specified in Zoning Code section 315-50.

C. Signs

Sign permits must be obtained for any signs attached to the building. The location of signs attached to the building shall conform to the location shown on the approved elevations.

D. Drive-up Window Development Standards

Drive-up service uses require Conditional Use Permits in OPMU and CMU zones (section 240-11.3 Table VI). The drive-up window proposed for Mills Shopping Pad E satisfies the minimum design requirements for drive-up windows (section 315-22).

Planning Commission Discussion

The existing tenant has provided information to the Planning Commission contending a perceived safety issue with the proposed drive thru lane for Starbuck's, as presented in the staff report. See's has the right to express their concerns and staff anticipates that the Commission will hear from them during the public hearing. However, staff is compelled to address a couple of points raised by See's in an effort to clarify and provide some analysis of their alternatives.

The diagram on the next page indicates the permitted turning movement for this portion of the Mills Shopping Center. Traffic flow from Folsom Blvd can only make right turns in and out at the eastern drive, wherein the western driveway permits right and left ingress and egress movement. Discussion with the in house traffic engineers indicated that this driveway would be

the main egress point and if additional cars formed an additional queue beyond the drive lane it would occur along the east/west drive lane running behind the new addition. In order to promote this, staff would recommend the installation of code allowed directional signs and striping of the pavement. The See's alternatives (site plans 2 and 3) as presented do not solve the pedestrian/drive isle safety issue, but create an un-acceptable parking configuration for Metro Fire access. The other site plan turns the parking lot configuration 90 degrees and would create a greater congestion point closer to Folsom Blvd at the driveway, rather than allowing the cars to move through the parking lane.

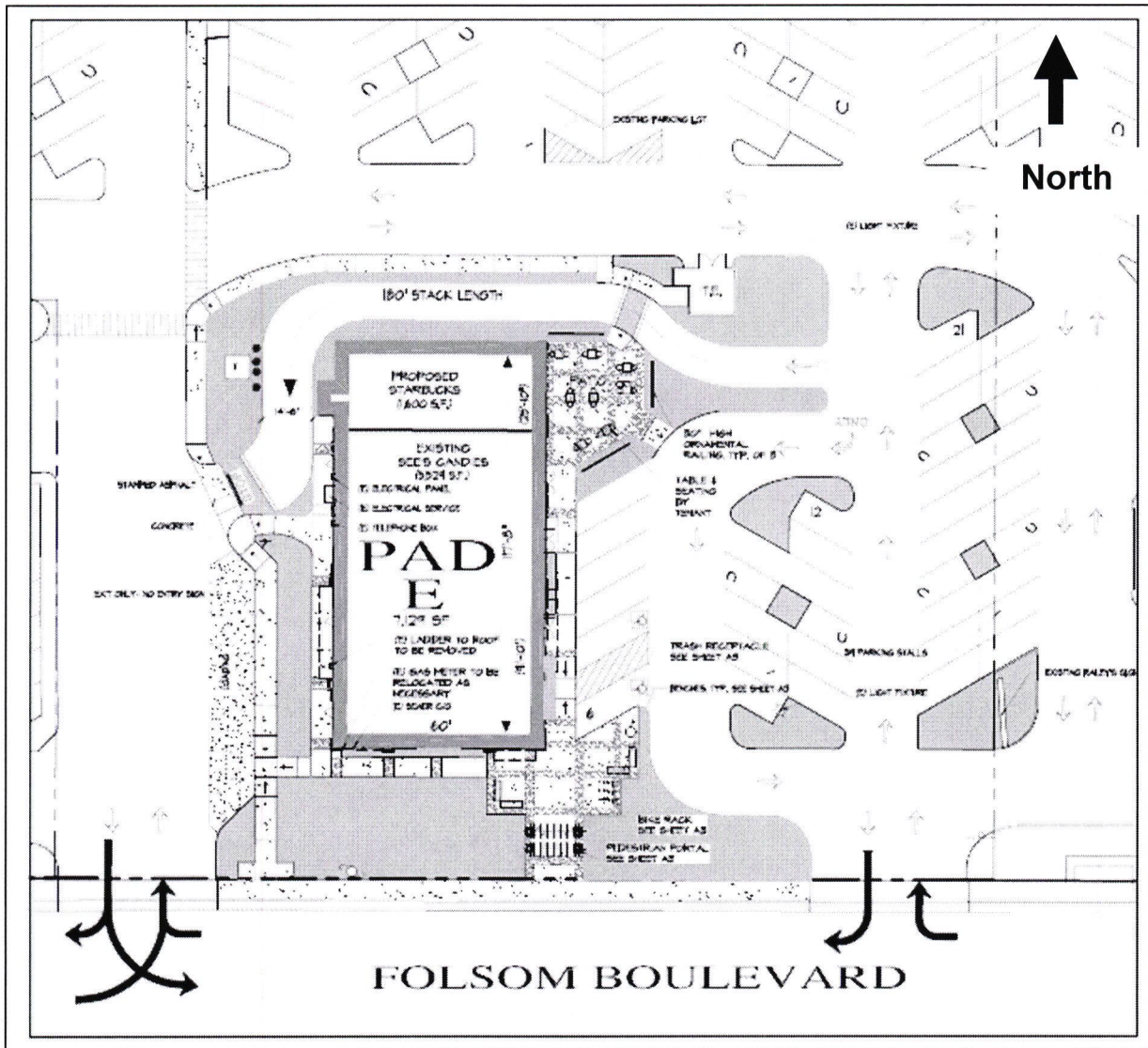


Figure 1 Permitted Turning Motions

See's has offered information in support of their congestion argument regarding a Starbucks' operation in San Jose, however this material is not germane to Rancho Cordova. Staff believes it is an unfair comparison and out of context with the case in point. Our car stacking requirement is more restrictive than most jurisdictions and may be more restrictive than San Jose's. We have other drive thru operations in town that function in a similar condition and do not pose significant congestion to internal or external circulation. Our code also recognizes the need for a Use Permit, which gives the City an opportunity to re-examine the operations of a business and amend the conditions of a Use Permit, if the operation is creating a problem or

revoke the Use Permit if the problems with the operation can not be mitigated. Staff believes the existing site plan is acceptable and meets the intent of our Code.

CONCLUSION

The proposed elevation changes are well designed and will continue a much needed upgrade to the existing Mills Shopping Center. The design proposal includes a variety of architectural features, materials, colors, enhancement of the landscape and pedestrian amenities in the parking field, variations in the roof line and articulations to the façade in order to meet the intent of the City's Design Guidelines for commercial development. The proposed drive-up service window is located such that it will not interfere with circulation on adjacent public streets or in the parking lot serving the facility. Therefore, the Planning Commission is recommending approval to the City Council, based on the findings and evidence presented in the resolution.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development. The improvement of Mills Shopping Center will result in a newly attractive shopping area that will encourage people to stay and shop in Rancho Cordova and has the potential to increase sales tax revenues for the City.

ATTACHMENTS

1. Resolution 133-2007 including the Design Package (Exhibit A) consisting of building elevations, site plans, landscape plans and color elevations and the Conditions of Approval (Exhibit B)
2. Minutes of Meeting of the Planning Commission October 25, 2007
3. See's Candies Letter dated October 22, 2007
4. 500' Radius Map and Mailing List

CITY OF RANCHO CORDOVA

RESOLUTION NO. 133-2007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING NON-CONFORMING USE PERMIT, DESIGN REVIEW AND
CONDITIONAL USE PERMIT FOR MILLS SHOPPING CENTER PAD E
PROJECT # RC-07-313**

WHEREAS, Rauschenbach, Marvelli, and Becker Architects (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Non-conforming Use Permit, Design Review and Conditional Use Permit for the remodel of a commercial building at 10359 Folsom Boulevard (Assessor's Parcel Number 076-0222-026); and

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

WHEREAS, the project is Categorically Exempt from review under Section 15301, Existing Facilities, of the California Environmental Quality Act; and

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

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

1. *That the project site was adequately analyzed according to the California Environmental Quality Act Guidelines.* Evidence: The project is categorically exempt under Section 15301 of the California Environmental Quality Act Guidelines. The proposed project is a remodel of an existing building, which involves no expansion of existing use.
2. The City will need to consider and determine if sufficient evidence is provided to support a Non-conforming Use Permit. The following information is provided to support the NUP:
 - a) *The establishment, maintenance or operation of the use expansion applied for will not, under the circumstances of the particular case be detrimental to the health, safety, peace, moral, comfort or general welfare of persons residing or working in the neighborhood.* Evidence: The proposed project is located within the Mills Shopping Center, which includes parcels within Medium Density Residential (MDR) and Commercial Mixed Use (CMU) zones in the Office Professional Mixed Use (OPMU) zone. The area behind the shopping center to the north is a single family residential neighborhood. Within the FBSP, Integrated Developments are recognized as projects that might consist of one or more mixed use zones, such as this case, and therefore uses are not restricted to the boundaries of their respective zones. In this case, the proposed project would be consistent within the CMU Zone, immediately east of the project. The use will not be detrimental to the area, since existing uses in the area are similar.
 - b) *The benefit to the public health, safety or welfare exceeds the detrimental inherent in the expansion of nonconformity.* Evidence: The remodel and additional building area will up-grade an existing use compatible with the newly renovated center design

and the new use will generate additional patronage to the center. The existing free standing pad would not be a suitable area for the introduction of residential, due to its close proximity to noise and traffic from Folsom Blvd.

- c) *The modified or expanded nonconforming structure or use would not be incompatible with reasonably foreseeable uses as allowed under the applicable zoning regulations.* Evidence: The shopping center has recently undergone a significant reface that would add approximately 10 years of commercial life to the center. At that time, the economics may allow portions of the center to be converted to accommodate residential/office/ commercial mixed use.
- d) *The modified or expanded nonconforming structure or use would be consistent with the General Plan.* Evidence: The General Plan and FBSP are internally consistent; therefore the phased transition from pure commercial to mixed residential use is allowed. The NUP is the mechanism available for existing commercial to remain operational, until such time the market conditions are right to convert to mixed residential and commercial uses.

3. The following Folsom Blvd Specific Plan goals are satisfied by the proposed project:

Land Use Goal LU.5 – Redevelop and regenerate existing areas of the City.

Analysis – The proposed project implements Action LU.5.1.1 by upgrading, beautifying and revitalizing an existing shopping center.

Urban Design Goal UD.4 – Ensure that projects are designed in keeping with the context of surrounding areas and overall community.

Analysis – The proposed project implements Action UD.4.4.2 by coordinating development activities over multiple sites to help create an integrated project with common design features. Figure 4 shows the design for improvements currently underway on the main shopping center.

Economic Development Goal ED.6 – Revitalize existing businesses and strengthen the commercial viability of new business along Folsom Boulevard.

Analysis – The proposed project implements Actions ED.6.1.1 and ED.6.1.2 because it is consistent with the FBSP (see below) and it will improve the viability, appearance, cleanliness, and accessibility of a commercial area along Folsom Boulevard.

Pedestrian, Transit & Bicycle Environment

- Improve the quality of the pedestrian and bicycle environment by providing wide sidewalks and planter strips along Folsom Boulevard and major intersecting streets.
- New developments should provide ground floor uses that are appealing to pedestrians through well-designed visibility and access.
- Provide streetscape or pedestrian amenities that contribute to the area's streetscape environment such as trees, bulb-outs, street furnishings, landscape elements, and public art.

Analysis – The proposed project includes a transparent storefront facing the street and internal walkways that define the pedestrian realm within the shopping center, improving visibility and access. The proposed plaza with public art, a pedestrian gateway, benches,

and landscaping and the addition of many shade trees will contribute to the area's streetscape environment.

Building Orientation & Placement

- Orient new development—including retail, office, and housing—toward streets, especially Folsom Boulevard and major cross streets.
- Guideline: storefronts should have a presence on the street and not be walled-off or oriented inward.

Analysis – The façade facing Folsom Boulevard has elements that will help in the future to orient the building towards the street. Large window areas will face Folsom Blvd, but at this time the current tenant will not be using this area for entry into the shop. See's will not be changing the internal floor plan. The window design will allow for a new entry for a future tenant. The same framing elements used on the front façade are used on the eastern elevation, adjacent to the parking lot. An entry trellis and small plaza will attract the pedestrian from Folsom Blvd into the stores and plazas and the decorative mosaics will further enhance the unique image of the building.

Building Setbacks & Frontage

- New retail and office buildings should have minimal setbacks from the street to improve the quality of the pedestrian environment.

Analysis – The existing building is set back approximately 35 feet from the right of way. The remodel will provide a landscaped plaza and a pedestrian gateway that will connect the site to the public sidewalk. The building addition and drive through lane are located to the rear of the existing building.

Parking Placement, Access & Design

- Locate parking away from street faces—i.e., towards the center of the block—behind, beside or under buildings, where possible.
- If parking must be located between the street and the building, screen the lot with structure and/or landscaping that includes pedestrian-oriented elements to separate the parking from the street.
- Development standards and guidelines: consolidate parking lots and reduce curb cuts to parking lots, require parking lot perimeter landscaping and screening, and require interior parking lot landscaping.

Analysis – The proposed project meets this guideline by placing vehicle parking to the side of the structure. The parking lot will be reconfigured to add landscape islands and plant various shrubs, flowers, and trees to provide shade and screening. The proposed drive through lane has been internalized within the parking field, does not wrap around the current building and has no exposure or frontage to Folsom Blvd.

4. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following:
 - a) *The proposed project is consistent with the objectives of the General Plan and Community Plan, complies with applicable Zoning regulations, Specific Plan provisions, Special Planning Area provisions, and is consistent with the applicable "Guiding Principles" and "Design Concepts" in section 110-84. Evidence: The proposed project is consistent with the objectives of the General Plan and the Folsom Boulevard Specific Plan, as described in the previous sections of this report. The project will comply with*

all applicable Zoning regulations for commercial uses on Use parcels. The proposed use is permitted as part of the Mills Shopping Center integrated development and the proposed structure complies with the development regulations in Zoning Code sections 240-06.3 and 240-07.3. In addition, the trash enclosure meets the requirements in Zoning Code section 315-50.

The applicable "Guiding Principals" and "Design Concepts" in section 110-84 are further defined by the City of Rancho Cordova Design Guidelines and are satisfied by this project as described by the facts and findings discussed below.

- b) *The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.* Evidence: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community. The quality of site planning is restricted because it is part of an existing, auto-oriented shopping center. The site planning for the original shopping center does not address the street and little can be accomplished through the renovation of this single building on Pad E. The proposed project mitigates these constraints through use of high-quality materials, screening of infrastructure facilities, and substantial improvements to the landscape design on the site.
 - c) *The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.* Evidence: The character, scale, and quality of design for the proposed retail building are similar to that of nearby commercial buildings. Design review for other portions of Mills Shopping Center was completed under previous zoning regulations and the proposed project is designed to fit in with the previously approved improvements. The architecture complements the main shopping center building, currently under renovation.
 - d) *The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.* Evidence: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. The project will actually remove conflicts by removing the drive aisle in front of Pad E, adding painted pedestrian pathways connecting to the adjacent commercial buildings, and adding a direct pedestrian connection between the public sidewalk and the building entry that passes through a plaza and a pedestrian portal element.
- 5 A use permit for drive-up windows shall not be approved unless the appropriate authority finds that:
- a) *The design and location of the facility and lane will not contribute to increased congestion on public or private streets adjacent to the subject property.* Evidence: The proposed project will not contribute to increased congestion on public or private streets adjacent to the subject property.
 - b) *The design and location of the facility and lane will not impede access to or exit from the parking lot serving the facility, nor impair normal circulation within the parking lot.* Evidence: The entrance to and the exit from the drive-up lane is located behind the building and will not impair circulation within the parking lot. The drive lane will not congest the parking field and is located to the rear of the existing structure.

PASSED AND ADOPTED by the City Council of Rancho Cordova on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

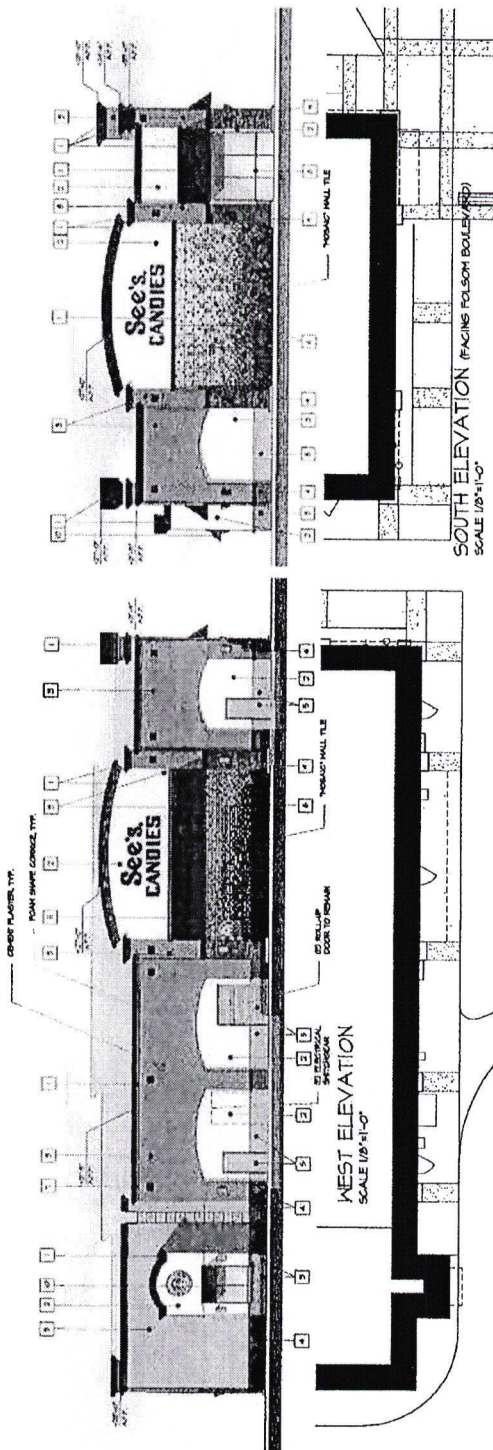
Anna Olea-Moger, CMC, City Clerk



Building Lighting
PRELIMINARY
ELEVATIONS

Job Number	ACS-108	Sheet	A2
Date	09.12.04		
Drawn	RMS		
Revised	04.12.07		

**Rauschenbach
Marvelli
Becker**

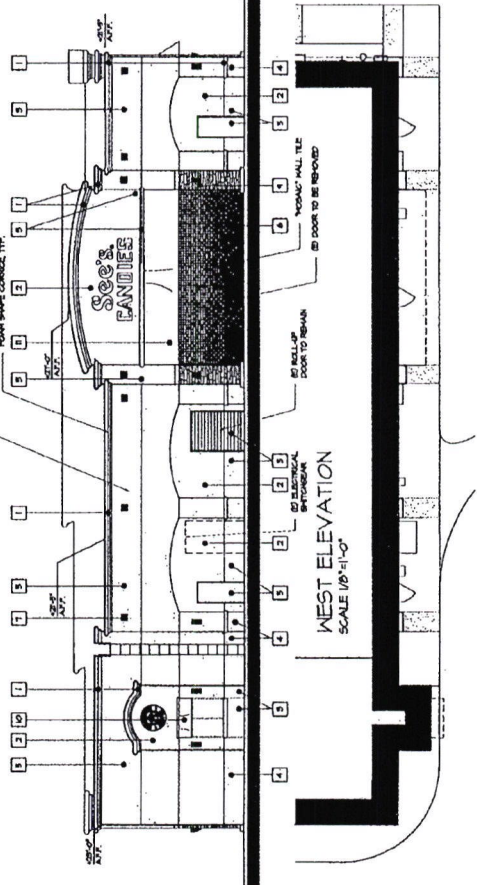
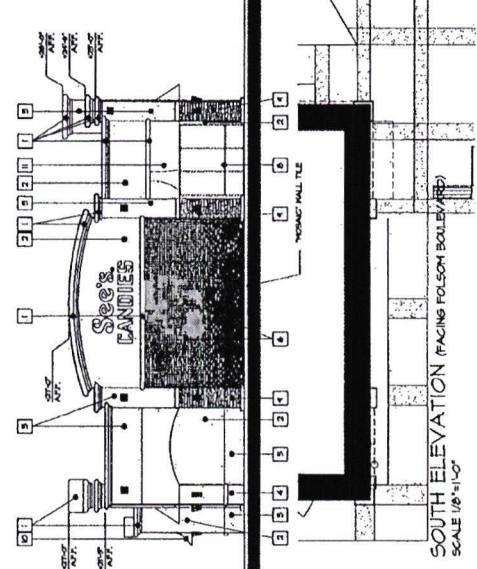
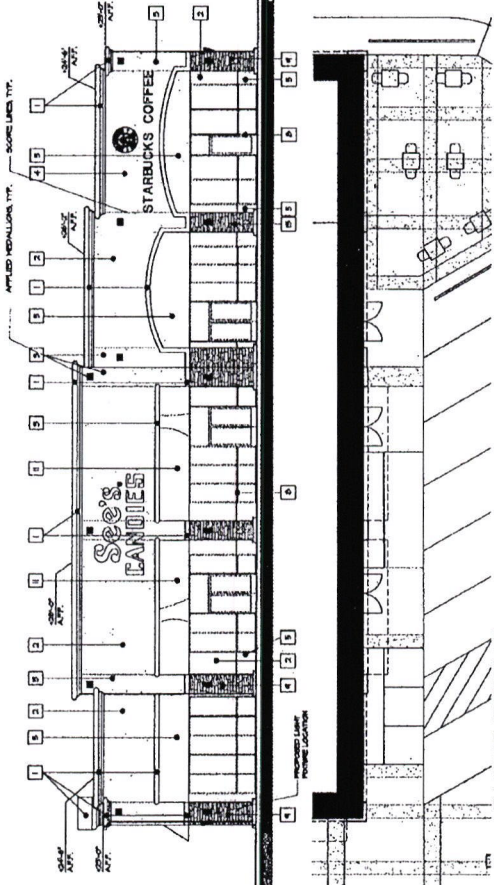
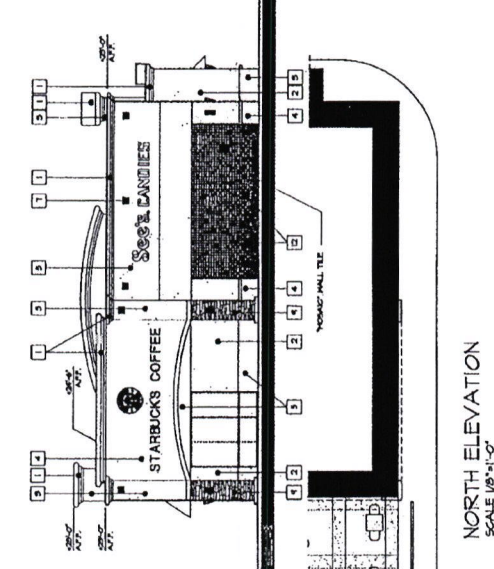


PAD E BUILDING

MATERIALS/COLOR SCHEDULE

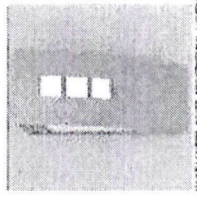
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* NOTES:
ARCHITECT AND OWNER TO REVIEW AND APPROVE A SITE TEST
AND MATERIALS SAMPLES FOR COLOR MATCHING PRIOR TO COMMENCEMENT
OF PAINT APPLICATION.



PAD E BUILDING

MILLS SHOPPING CENTER ■ RANCHO CORDOVA, CALIFORNIA



PHOTOGRAPHY: RAYMOND J. LEE, LOS ANGELES

**PRELIMINARY
ELEVATIONS**

Job Number _____ Sheet _____
Date _____ Drawn _____
Revised _____ of _____

Rauschenbach
Marrelli
Becker

227 West Ave. Second Floor-Sacramento, CA 95822
916/488-8500
FAX 916/488-8596

EXHIBIT A

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for remodel of Pad E Mills Shopping Center, including a drive-up teller component. APN: 076-0222-026	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 Grading/Improvement Permits or Construction				
3.	Plans shall be submitted showing hydrant locations for review and approval prior to construction. Fire hydrant and fire department notes shall be shown on the site plans or improvement drawings.	Prior to improvement plan approval	Metro Fire District	
4.	Existing on-site trees shall be protected and preserved to the maximum extent feasible. Prior to the removal of any tree, the applicant shall submit to the City a Tree Removal Plan identifying each tree to be removed and the species, size, location, and relative health of each tree. Removal of trees on the project site shall be conducted pursuant to the City of Rancho Cordova Tree Preservation Ordinance. Removal of trees shall not occur until the Planning Department approves the Tree Removal Plan.	Prior to improvement plan approval	Planning	
5.	Applicant shall photo-document the condition of adjacent streets and sidewalks to the satisfaction of the Public Works Department. Applicant shall be responsible for all damage to City streets associated with construction of the project.	Prior to improvement plan approval	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
6.	Install any public improvements to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	
7.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and portable document format, shall be submitted and approved by the Public Works Department.	Prior to improvement plan approval	Public Works	
8.	All curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible.	Prior to improvement plan approval	Public Works	
	Prior to Issuance of Building Permits			
9.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	
10.	The Applicant shall submit a final landscape plan for review and approval by the Planning Director. The landscape plan shall include: • Special or enhanced paving in the plaza and in the walkway surrounding the building. • Plant materials and irrigation system that meet water conservation requirements.	Prior to Building Permit	Planning	
11.	Install windows that allow views into and out of buildings with at least 80 percent light transmission on the east side.	Prior to Building Permit	Planning	
12.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials being stored on site.	Prior to Building Permit	Metro Fire District	
13.	Property Owner/Applicant shall provide a funding mechanism for maintenance of frontage and median landscaping, not otherwise maintained by Property Owner/Applicant, by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Building Permit	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
14.	Applicant shall submit public improvement plans to the satisfaction of the Public Works Department. Public improvement plans shall include, but shall not be limited to the following: • Sidewalk panels along Folsom Blvd frontage with vertical offsets greater than 1/4-inch shall be replaced to the nearest control joint. • Clearly delineate and provide for all transitions to existing improvements. All improvements to be designed and constructed to City standards and the satisfaction of the Public Works Department. Private improvements including, but not limited to, low walls shall not be constructed within public right-of-way.	Prior to Building Permit	Public Works	
	Prior to Occupancy Permit			
15.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director. The trash enclosure shall be painted to match the palette of colors used for the building and all building and site improvements shall be in substantial conformance with the approved plans.	Prior to Occupancy	Planning	
16.	All landscaping shall be planted according to the approved landscape plans.	Prior to Occupancy	Planning	
17.	Bicycle racks shall be installed to the satisfaction of the Planning Director. The following guidelines shall be used: • Racks must be securely anchored. • A footprint 6 feet long by 2.5 feet wide must be provided. • There should be a minimum of 5.5 feet clear for pedestrian right-of-way outside the footprint. • Install bicycle racks at least 2.5 feet from walls and other obstructions and 4 feet from curb ramps and disabled parking.	Prior to Occupancy	Planning	

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
18.	Provide access roadways with all weather driving surfaces of not less than 20-foot of unobstructed width, 13-foot, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. Traffic calming measures, speed bumps, humps, etc., shall not be installed in fire apparatus access roadways.	Metro Fire District	
19.	Approved address numbers shall be placed on the buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than twelve (12) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background. Where multiple occupancies are serviced by vehicular access to the rear of the building via any driveway, alleyway, or parking lot the numbers or addresses shall be displayed on the rear of the building.	Metro Fire District	

General Information and Compliance Items:

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

Advisory Comments – Rancho Cordova Planning Department

1. The conditional use permit for the drive-up facility may be revoked if congestion attributable to the facility regularly occurs on public streets or within the parking lot, and the management cannot alleviate the situation.

Conditions of Approval

Advisory Comments - Metro Fire District

1. 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.
2. 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.
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.

Advisory Comments – Rancho Cordova Police Department

1. Overall Site Comments and Conditions:
 - a. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and in any other locations where the applicant wishes to restrict sitting, loitering, or cutting through landscaped areas.
 - b. A pay phone shall not be installed on the premises of this building pad. This does not preclude a pay phone on other pads or buildings within this shopping center.
 - c. All private walking paths and sidewalks shall incorporate exposed aggregate or other rough-surface materials to discourage skateboarding on the property.
2. Physical Security:
 - a. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike.
 - b. Glass doors shall be secured with a deadbolt lock with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened.
 - c. Outside hinges on all exterior doors shall be provided with nonremovable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door.

Conditions of Approval

- d. All hatchway openings on the roof of any building shall be secured as follows:
 - i. If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.
 - ii. The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshall must approve the use of crossbar or padlock.
 - iii. Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.
- 3. Lighting:
 - a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with metal halide lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of business darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of one foot-candle minimum, maintained at ground level is required.
 - b. All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.
 - c. The premises, while open or closed for business after dark, must be sufficiently lighted by use of interior night-lights.
 - d. Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.
 - e. External lighting requirements should consider general lighting level of one foot-candle minimum maintained at ground level for medium use facilities, utilizing High Intensity Discharge fixtures with vandal-resistant covers. This shall be consistent throughout the property, including loading zones and driveways on the rear of the building.

Advisory Comments – County Sanitation District 1 (CSD-1)

1. Developing this property may require the payment of sewer impact fees. Contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.
2. Sewer service shall continue to be provided by the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to any on and off-site sewer construction.

CITY OF RANCHO CORDOVA

**Minutes of Meeting of the Planning Commission
October 25, 2007**

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 25, 2007 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:00 p.m.

Staff Present: Planning Director, Paul Junker; Principal Planner, William Campbell; Assistant Planner, Katja Irvin; Planning Commission Clerk, Charlene Fortunka

Roll Call:

Commissioners Present: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
Commissioners Absent: NONE

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the October 25, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Smith, to approve the agenda of the October 25, 2007 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the minutes of the October 11, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the minutes of the October 11, 2007 meeting. Motion was approved unanimously.

2. **PUBLIC COMMENT** – There were no public comments heard at this meeting on non-agenda items.

3. PUBLIC HEARING**A. Consideration of the Development Agreement Amendment for Montelena, RC-04-132**

Request: Applicant is requesting a development agreement amendment to change the legal description of the subject property.

Project Applicant: Centex Homes, 3700 Douglas Blvd, #150, Roseville, CA 95661

Project Location: APN: 067-0030-012, 013, 014, 015, 017, 018; Douglas Road and Jaeger Road.

Principal Planner William Campbell presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to approve the amendment to the Montelena Development Agreement. Chair Konarski opened the public hearing.

The Commissioners had the following concerns and comments:

- Vance-The staff report explained that 50 acres of this property is being conveyed to the Sacramento Valley Conservancy and the Wildlife Heritage Foundation; who has control over that area? Campbell-That piece of property is deeded over to the Conservancy; they control the maintenance and authority to go into that area.
- Vance-Is the development agreement written in such a way that those parties cannot do anything with the property aside from a wetland preserve? Campbell-The area will remain a wetland in perpetuity.
- Cummings-Does approving this development agreement amendment lock the developer into a current building plan, preventing them from altering it at a future time? Campbell-This amendment clarifies the legal description of the wetland preserve. It does not change other terms of the development agreement.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Vance moved, seconded by Commissioner Burke, to forward a recommendation to the City Council to approve the amendment to the Montelena Development Agreement.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Conditional Use Permit for MetroPCS, RC-07-312

Request: The applicant is seeking approval for a Conditional Use Permit to collocate three (3) building façade mounted panel antennas and one (1) flat-panel microwave antenna at a centerline height of 104' on the exterior of the 120' tall "Security Park" building. The antennas will be located on the southeast corner and on the west and east building facades. Support equipment would be installed on the second floor of the building in an area adjacent to the equipment for existing Sprint Nextel and Verizon antennas.

Project Applicant: Metro PCS California, LLC, Ken Crouse, 785 Orchard Dr., #200, Folsom, CA 95630.

Project Location: APN: 072-0440-013; 3940 Security Park Drive

Assistant Planner Katja Irvin presented the staff report and recommended the Planning Commission determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 111-2007 approving a Conditional Use Permit for MetroPCS Security Park, Project No. RC-07-312, subject to Project Plans and Conditions

ATTACHMENT 2

of Approval. Chair Konarski opened the public hearing and took testimony from Ken Crouse, project applicant.

The Commissioners had the following concerns and comments:

- Burke-Will the antennas be the same color as the building? Crouse-Yes.
- Vance-Does the configuration of the antenna panels require them to be 24 inches away from the main structure? Crouse-The antennas themselves are mounted on a steel pipe. The requested 24 inch distance represents the absolute maximum.
- Cummings-What will happen with the permit approval if this building is ever replaced or rebuilt, or the tower is relocated? Would we need to review another entitlement? Junker-This approval would be for mounting equipment on this structure only, so any new towers that are built and antennas thereafter affixed would be subject to new review.
- Cummings-Where will the power supply be located? Crouse-Part of the network infrastructure are a series of radio cabinets that convert the radio signals into the signals that are transmitted through telephone lines; the radio equipment cabinets will be installed in tenant improvements on the second floor adjacent to the tenant improvements for previously approved wireless carriers.
- Cummings-Would you be able to expand this use to provide wireless internet? Crouse-The MetroPCS network will accommodate data uses, but one would need to be a MetroPCS customer and subscribe to a data package.
- Moe-Do you anticipate additional cellular antenna applications coming in for this building? Junker-This is a very accommodating location, so it is a possibility.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Smith moved, seconded by Commissioner Cummings, to determine the project Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act Guidelines, and adopt Resolution No. 111-2007 approving a Conditional Use Permit for MetroPCS Security Park, Project No. RC-07-312, subject to Project Plans and Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

C. Consideration of the Non-conforming Use Permit, Design Review, and Conditional Use Permit for Mills Shopping Center, Pad E, RC-07-313

Request: The applicant is seeking approval of a Non-conforming Use Permit (NUP) to expand the commercial use in the Medium Density Residential Zone of the Folsom Boulevard Specific Plan (FBSP), Design Review for the renovation and addition to Pad E

of the Mills Shopping Center, and a Conditional Use Permit to allow a drive-up window for the new use, located at the rear of the existing building.

Project Applicant: Rauschenbach, Marvelli, and Becker Architects, Mark Marvelli, 2277 Watt Avenue, 2nd Floor, Sacramento, CA 95825

Project Location: APN: 076-0222-026; 10359 Folsom Blvd

Principal Planner William Campbell presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to find the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act and adopt a resolution approving the Non-Conforming Use Permit, the Design Review and the Conditional Use Permit for Project No. RC-07-313, subject to the findings, evidence, Design Package and the Conditions of Approval. Chair Konarski opened the public hearing and took testimony from Mark Marvelli, Rauschenbach, Marvelli, and Becker Architects, and Dee Spector, Lakha Investments.

The Commissioners had the following concerns and comments:

- Cummings-Could you indicate on the site map where you envision the drive through ordering board being placed? Marvelli-That location has yet to be determined, but it is usually four to five cars back in the stack length.
- Cummings-Concerned with the east to west flow occurring just above the proposed stack-are you moving that flow north, or will it remain where it is? Marvelli-The traffic flow will be moved approximately 9 feet to the north, which may help calm traffic because the remainder of the center is fairly straight.
- Cummings-Was there ever a discussion of repositioning the building to keep the drive through as it currently is, and moving Starbuck's down and See's up? Marvelli-That discussion took place early on, but would have adversely impacted See's and so was not pursued.
- Cummings-Do you have any plans to screen the patio area off from the drive through lane? Marvelli-Screening will consist of open ornamental iron fencing and landscaping.
- Cummings-Consider planting something (star jasmine) to mitigate noise generated from cars idling in the drive through stack. Marvelli-There is a planter with shrubbery that separates the northern portion of the patio from the southern portion of the drive through. We have pretty much surrounded the plaza with shrubbery and plantings.
- Savorn-A Starbuck's in this location will greatly enhance the marketability of this whole center.
- Savorn-Did Starbuck's place any conditions or requirements on your project, without which they wouldn't consider coming into this pad location? Marvelli-Wasn't given any "must haves" for the design of the Starbuck's.
- Savorn-It seems like the drive through is being forced into this limited parking area, and if it were extricated, then the project might go through more smoothly. Marvelli-Unsure how Starbuck's would feel about moving into this location without a drive through. My original direction was that the Starbuck's would include a drive through.
- Burke- See's opens at 10 in the morning, while Starbuck's opens around 5 or 6 a.m.; their peak times of businesses shouldn't conflict. Marvelli-The morning is the peak time for the coffee drinking consumer. Starbuck's is busy to a certain extent throughout the day, but it is unlikely that the proposed drive through stacking would present a problem.
- Burke-Will there be stacking of loading trucks during peak seasons? Marvelli-We made sure that there was at least one loading spot and there is a roll up door for which we wanted to ensure accessibility.
- Burke-The nature of the presented stacking is a traffic calming measure. Marvelli-We are funneling people into more defined traffic ways where the stop signs will be more difficult to ignore.

ATTACHMENT 2

- Moe-What indicators will allow a passerby to know that there is a Starbuck's in this location? Spector-There will be two signs advertising the presence of the Starbuck's, one on Coloma and the other on Folsom Boulevard.
- Savorn-Did Starbuck's give you any criteria that you had to meet? Spector-Square footage and the presence of a drive through.
- Savorn-See's has never addressed parking issues, but they are giving up 16 parking spaces for four. See's customers stop in, get what they want, and leave, whereas Starbuck's customers may remain in the shop for hours. Can't see this parking situation as an amenable situation for See's. Spector-Understands that See's is more of a warehouse facility that fills large scale orders than a retail facility for walk in customers.
- Burke-Did Starbuck's look at other locations here? Spector-We looked at other possible locations for Starbuck's in this shopping center, and they wanted to have a close proximity to the Raley's Store.
- Vance-Will there be an opening from See's Candy into Starbuck's? Spector-The current configuration of the building would not allow that.
- Konarski-(Addressing the comparison that Kircher made between drive through operations in San Jose and Rancho Cordova) I would assume that the general population in San Jose is a little bit higher than in Rancho Cordova, so the drive through stacking issues you are concerned with, derived from San Jose examples, may not be applicable here.
- Cummings-Commends Kircher for See's commitment to the City.
- Cummings-Has there been any discussion of using signage to dedicate the four parking spaces in front of See's to their customers during normal business hours? Kircher-We don't typically ask for that.
- Cummings-Would it help appease your position if we discussed that? Kircher-Would need to relay that suggestion to the corporate office for discussion.
- Cummings-How would you redesign the stacking on this pad to be more effective and alleviate your concerns? Kircher-We have several proposals which would involve rerouting traffic, adjusting the direction of the traffic, infilling the path, etc. Our recommendations were rejected by the landlord.
- Cummings-Was there any discussion of placing the Starbuck's on the south side and the See's to the north? Kircher-Uninvolved in that discussion if it took place.
- Cummings-The primary issue here appears to be getting customers their coffee while not disturbing See's operations.
- Moe-Implementing Commissioner Cummings' idea would eliminate the use of the roll up door on the west side of the building, if the Starbuck's location were moved. Cummings-Perhaps move the roll up door. Kircher-That would need to be discussed with the landlord.
- Smith-The key issue here seems to be a difference of opinion between See's and staff on whether the drive through will present a problem or not. If we approve the current recommendation as presented by staff, we could see what happens; See's concerns could be unfounded.
- Konarski-Could we place a condition on the project requiring a reassessment to occur after a certain amount of time has elapsed? Campbell-The Planning Commission has crafted similar conditions on projects in the past, whereby an approved project could come back in for review.
- Burke-Where does your fear come from that pedestrians are going to get hit due to this drive through structure? Kircher-Our concern is the way the parking lot is configured, with the stacking up of cars and potential that pedestrian traffic will be increased in a location where vehicles are traveling at a high speed.
- Burke-There is constant pedestrian and vehicular traffic in the Mills Shopping Center for the other stores, probably at a higher rate than would occur for the See's and potential Starbuck's; perhaps have painted walks or something similar.

ATTACHMENT 2

- Smith-Encouraged by the shopping center renovations, because there seems to be a focus on making the centers more pedestrian friendly and safer with stop signs, lane configurations, islands, etc. Feels these changes will address much of the concern that See's has noted. It is designed into a much safer place for pedestrians than it has been.
- Vance-It doesn't look like the parking lot configuration you (Kircher) proposed would accommodate fire trucks or other emergency vehicles coming down Folsom Blvd. Kircher-We are putting out a couple of possibilities, if the Fire Department has objections to it that would be the end of it; large trucks could use a different access point.
- Moe-Will the trucks typically have to enter the loading area and back into it? Kircher-Yes.
- Smith-How often are loading trucks using those areas? Kircher-Twice a week in a typical week, twice a day for a two week period for Christmas.
- Burke-Other businesses also pick up high quantities of chocolate, so there could be more than two trucks a day. Kircher-That is correct, but overall, the loading zone is sufficient for what we are discussing.
- Burke-Understands your concerns, but other departments will need to be consulted on the configurations and this project has been delayed as it is. How would you feel if the project goes through as presented? Kircher-Our Corporation wouldn't be particularly pleased with that prospect.
- Burke-How do you feel about having a condition placed on the project that it would be re-evaluated at a later date? Everyone's concerns are valid. Kircher-That could go a long way.
- Cummings-Perhaps go back to your company and talk about flipping the two businesses, maybe making some changes such as moving the roll up door. Kircher-There is a problem with that because we all want exposure on Folsom, and that would be a sticking point right in the beginning.
- Cummings-Everybody seems to know where your store is, it is so well known in the area. Kircher-It would substantially change the elevations, but I will broach that topic with the company.
- Cummings-Don't want to hold up the process, just want to make sure your issues are fully addressed. Maybe move the ordering station as far west as possible to still allow adequate time for the Starbuck's staff to prepare orders, and explore placing signs on the parking spaces dedicating them to See's customers.
- Burke-Could also consider making those spaces a loading zone for everyone.
- Vance-Moving the Starbuck's closer to Folsom wouldn't make sense for the drive through outlet. Marvelli-We would not be able to get the right vehicle stacking in moving Starbuck's to the south end of the building. There are serious problems with the two parking lot layouts See's proposed. The 180' stack we proposed will accommodate 9 vehicles, and the peak times for Starbuck's where there might be an impacted lane is in the morning and See's doesn't open until 10. We are ok with dedicating the four parking spaces to See's. If there is a condition placed on the project that the use permit could be revoked in 6 months, Starbuck's may not make the financial commitment to come to the pad.
- Konarski-If we do not place this condition and there is a major problem, would we still have the ability to reevaluate the project at a later point? Campbell-The nature of conditional use permit, there are findings in the provisions of the zoning code that if there is an immitigable problem, the Planning Commission could call the matter forward and could revoke the permit through a public hearing. Staff does not share the same concern that See's has. The positioning of the drive through meets the design standards. Changing part of the parking lot structure could severely disrupt the entire parking lot over a perceived safety hazard. We can effectively channel the traffic flow with directional signs.

ATTACHMENT 2

- Konarski-So you don't foresee the proposed stacking causing cars to line up south towards Folsom Blvd? Campbell-No.
- Smith-Inclined to think that the current design of the drive through would work, but the reassessment period could apply to redesigning the drive through if deemed necessary. Marvelli-If it is a matter of finding alternative methods in 6 or 12 months, there are a lot of ways to keep the traffic moving along, i.e. remote tellers with headsets.
- Cummings-Is it in our authority to create no stacking signs to prevent a line of cars if the stacking lane is filled? Campbell-There is a striping technique where the ground could be marked "Keep Clear".
- Cummings-(to Marvelli) How do you feel about installing a "Keep Clear" zone? Marvelli-We don't want to have people stack around somewhere else. Don't have a problem with it, but it's unnecessary.
- Cummings-How long is the stack length for the McDonald's drive through? Marvelli-They have a different double drive through, which may not be the same length. Campbell-Their initial lane was 180', but it was modified and flared out.
- Cummings-(to Kircher) What do you think of the "Keep Clear" idea? Kircher-If it would prevent people from stacking up and allow people to get through, it sounds ok.
- Burke-There were a lot of concerns for KFC that people would stack up in the lane, and there doesn't seem to be any problem at all. Striping would probably be the worst option, and it is unlikely that there will be a problem with the drive through.
- Moe-Would have preferred to have the drive through matter worked out prior to having the project coming before the Commission. Hesitant to move forward on this until the landlord and the tenant have come to more of an agreement. There is nothing about the traffic pattern, circulation, code requirements that are in dispute. Marvelli-We received four different layouts from See's that we don't feel work, and we passed along all of See's suggestions to the Planning Department. The proposal here tonight works and we are comfortable with it.
- Cummings-The buildings that we have seen so far from Mr. Marvelli have been exemplary; this project is changing the look of the shopping center and Folsom Boulevard in such a way that would facilitate businesses such as Starbuck's coming in.
- Moe-Personally thinks that it would be a very rare occasion that there would be more than 9 cars stacking beyond the lane. Having a "Keep Clear" lane would be unnecessary, and the cars would probably stack up somewhere else.
- Cummings-Made a motion for an amendment to recommend the proponent to build four freestanding signs in front of See's reserving the parking spaces for See's customers. There was no second.
- Cummings-Made a motion for an amendment to recommend a requirement for "Keep Clear" striping in a square shape at the opening of the drive through lane. There was no second.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Savorn moved, seconded by Commissioner Smith, to forward a recommendation to the City Council to find the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act and adopt a resolution approving the Non-Conforming Use Permit, the Design Review and the Conditional Use Permit for Project No. RC-07-313, subject to the findings, evidence, Design Package and the Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: NONE

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

D. Consideration of the Design Review Amendment for Woodside Homes (Sunridge Park Villages 1, 7, 8, and 11) - RC-04-118 and RC-04-119

Request: Applicant is requesting an additional amendment to the Design Review for Villages 1, 7, 8, and 11 to add an elevation plan "D" to the A, B and C elevations.

Project Applicant: Woodside Homes, 111 Woodmere Dr, #190, Folsom, CA 95630

Project Location: APN: 067-0650-001, 004, 005, 007, 009, 010, 011, 014; South side of Douglas Road between Sunrise Blvd. and Grantline Road

Principal Planner William Campbell presented the staff report and recommended the Planning Commission approve Resolution 112-2007 amending the Design Review package for Sunridge Park, subject to the attached Design Review Package. Chair Konarski opened the public hearing and took testimony from Brian Cutting, Woodside Homes representative.

The Commissioners had the following concerns and comments:

- Cummings-Would you indicate on the site plan what area has already been developed? Campbell-Believes there are five builders in this area, with Woodside Homes as the predominant one. Cutting-The land development work has been completed, with the exception of a small portion of village 1 and village 4.
- Cummings-Would going to this smaller design drastically change what is already there? Campbell-No.
- Vance-You mentioned that the smaller homes are selling better; how would you describe the buyer? Cutting-The buyer runs the gamut, ranging from the first time home buyer to the empty nester.
- Moe-Is this south of Security Park? Campbell-Yes.
- Vance-What appeals to these buyers, is it the larger yard, smaller square footage of the home? Cutting-If I had to speculate, would say it is the smaller home, smaller square footage, and less maintenance.
- Cummings-Having dealt with the redesign of Capital Village, one issue that arose was approaching current residents and keeping them informed and involved in the process. Have you approached any of the current neighbors about the redesign? Cutting-Mailers were sent to residences within a 500' radius of the project area notifying them of this hearing. We are not proposing to change existing homes.
- Moe-Have some of the bigger homes in Village 8 been built, or is it empty? Cutting-There has been no construction. Campbell-If there were homes built in the south section of Village 8, we would not have supported this amendment, but since construction has not commenced, this is a good time to make a change.
- Moe-What is the price point difference between the Bella Brisas and the Vistas? Cutting-The beginning price point on the Bella Brisas is \$290,000, going up to \$370,000, whereas Vistas start at around 340,000.
- Burke-A good mix of housing options will bring in a diverse group of people.

ATTACHMENT 2

- Cummings-Where on the homes will the street numbers be located? Cutting-The street numbers will be located in the same place as detailed by the prior design review approval.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Savorn moved, seconded by Commissioner Smith, to approve Resolution 112-2007 amending the Design Review package for Sunridge Park, subject to the Design Review Package.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

E. Consideration of the Design Review Amendment for WOODSIDE HOMES (SUNRIDGE PARK VILLAGE 8), RC-04-119

Request: Applicant is requesting an additional amendment to the Design Review for Village 8 to allow the total village to be built with the approved house plans in Villages 1 and 11 (Bella Brisas). The northern half of Village 8 had been previously approved by staff to build the Bella Brisas homes in May.

Project Applicant: Woodside Homes, 111 Woodmere Dr, #190, Folsom, CA 95630

Project Location: APN: 067-0650-001, 004, 005, 007, 009, 010, 011, 014; South side of Douglas Road between Sunrise Blvd. and Grantline Road

Principal Planner William Campbell presented the staff report and recommended the Planning Commission approve Resolution 113-2007 amending the Design Review package for Sunridge Park Village 8, subject to the Design Review Package. Chair Konarski opened the public hearing and took testimony from Brian Cutting, Woodside Homes representative.

The Commissioner's concerns and comments were addressed through the discussion of the previous item.

Action:

Motion: Commissioner Savorn moved, seconded by Commissioner Smith, to approve Resolution 113-2007 amending the Design Review package for Sunridge Park Village 8, subject to the Design Review Package.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Savorn, Smith, Vance
NOES: NONE

ABSTAIN: NONE
ABSENT: NONE

There being 7 Ayes, 0 Noes, 0 Abstains, 0 Absentees, the motion is hereby declared to be passed.

4. REGULAR CALENDER

A. **Planning Commission Training-General Plan Overview and Planning Commission Training and Discussion Topics**

Planning Director Paul Junker and Associate Planner Christopher Jordan provided a training presentation on the recently adopted Rancho Cordova General Plan.

Following the General Plan training, the Planning Commission had the following comments:

- Burke-Didn't we just recently recommend denial of a project, and it came back for another hearing? Junker-There have been a couple of projects in the past where a recommendation for denial has occurred.
- Burke-Did these recommendations differ from staff's recommendation? Junker-Yes; particularly when staff has come forward with a recommendation of approval, or the Commission would like to change the action, it is important that we work together. We will need the chance to continue the item, so we can come forward with a modified resolution and set of findings. It is important that you provide us with the basis for your determination.
- Vance-As a Commission we rely a great deal upon staff for their research, detailed work, findings, and recommendation. We need to know if you highly recommend a project or have grave reservations. Junker-We do try to live up to that responsibility. At times there are judgment calls. Staff may look at a project from a technical perspective, and view a project as good, but the Commission uses their value systems and understanding of the community to provide us with a perspective that may differ.
- Burke-Staff is working for weeks and sometimes months on a project, and when we come in to review the project before a public hearing, we can bring in a different, fresh perspective.
- Burke-Folsom Blvd has a lot of circulation issues. Junker-There are a lot of pending changes coming to Folsom Blvd., where there will be less drive ways, less places to turn around, etc. As you review the Folsom Boulevard Specific Plan, you will need to think about how the specific plan is consistent with the General Plan.
- Cummings-Thanks staff for training on the General Plan; always looks for the design checklist for the commercial buildings. Often sees performances that are below staff's expectation, which by themselves would seem to indicate the Planning Department is against something. We really need to know when you have an issue with a project. Junker-Many of our design guidelines allow us flexibility, and allow us to take an overall view of the project. Staff can have varying degrees of support for a project, and a denial would be a last resort. Sometimes our language is neutral, which should be an indication that we are not strongly supporting a project as opposed to robust support.
- Konarski-Staff has done a good job of leading us in the right direction, particularly with the language used for the Lowe's project. Junker-We got the best looking Lowe's possible, but the final design of Capital Village was clearly a compromise.
- Burke-Sometimes the Commission does come up with a different viewpoint. We are all doing the best job that we can do to make this community better, and between all of us we have a lot to offer the City.

ATTACHMENT 2

- Cummings-The General Plan is not user friendly. How can we make this resident friendly, by developing software, adding charts/graphics, etc. to indicate how it relates to them? How can you make it easier for us to quickly locate specific sections that we need to look at? Junker-This is a document to guide a City; it is going to be a complex and rather technical document. We could take the time and distill down the most relevant points of each element, unsure what purpose we would be serving by doing that.
- Cummings-Would like to be able to explain how this document affects the resident and their neighborhood when places are being developed. Junker-That has to do more with zoning. The General Plan is guiding a myriad of efforts across the City, and there is no easy way to summarize all the various goals, policies, and actions of the General Plan.
- Smith-We have the interest that we do and the involvement that we do, because we have a longer term vision and we need that to inform how we want the community to look in 10 years down the road. There needs to be some mechanism that when the question does come up, we know how to explain to a resident who has concerns about the decisions that we have had an integral part in.
- Cummings-Challenge everyone to know that City residents do care and want to be here, and are interested and dedicated as we are. If we don't distill the General Plan down, perhaps we could do this with the zoning code so residents can understand it. Make these documents as transparent and understandable as possible so the average citizen can get involved.
- Smith-Found it encouraging that although a certain amount of interest with the development of the General Plan was anticipated, there wasn't the typical attrition, and interest and attendance remained high throughout the process.
- Savorn-Staff seemed to caution us that the Folsom Blvd Specific Plan will be altered; hopes that there will be major changes to the Folsom Boulevard Specific Plan. Junker-We are proposing changes through the Specific Plan that may meet with resistance from existing businesses (driveway closures, etc.) and the Commission should be prepared for that.

Discussion of Master List of Planning Commission Training and Discussion Topics:

- Cummings-Would like to go through the list over the next couple of years; particularly interested in numbers 11, 2, and 14; 18 is critical. Also interested in 26, 27, and 33.
- Junker-Would also like Department Directors to come in and discuss how their departments interact with the Planning Department and what input they provide during the entitlement process.
- Konarski-Encourages Commissioners to provide Paul with list of preferred topics. Junker-Would appreciate a top 10 unranked list.

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

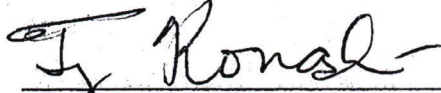
- Savorn-Would like to be kept apprised of future projects and statuses. Junker-Can apprise Commissioners of when the projects are coming to fruition.

ATTACHMENT 2

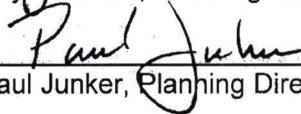
- Cummings-Will there be any tours calendared between now and the end of the year?
Junker-No, tours will not be scheduled until next year.

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 9:15 p.m., October 25, 2007, to the next scheduled meeting.



Troy Ronarski, Planning Commission Chair



Paul Junker, Planning Director

ATTEST:



Charlene Fortunka, Commission Clerk

CORPORATE OFFICE
So. SAN FRANCISCO KITCHEN
210 EL CAMINO REAL
So. SAN FRANCISCO, CA 94080
(850) 583-7307

LOS ANGELES KITCHEN
3423 So. LA CIENEGA BLVD.
LOS ANGELES, CA 90016
(310) 559-4911



See's
CANDIES

KITCHENS AND SHOPS CONVENIENTLY LOCATED

October 22, 2007

CONSUMER AFFAIRS DEPT.
P.O. Box 93023
LONG BEACH, CA 90809-3023
(800) 789-7337

MAIL ORDER DEPT.
P.O. Box 93025
LONG BEACH, CA 90809-3025
(800) 347-7337

QUANTITY DISCOUNT DEPT.
P.O. Box 93024
LONG BEACH, CA 90809-3024
(800) 877-7337

Planning Commission
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Project: The Mills Shopping Center - Pad E
File: RC-07-313
Location: 10359 Folsom Blvd.

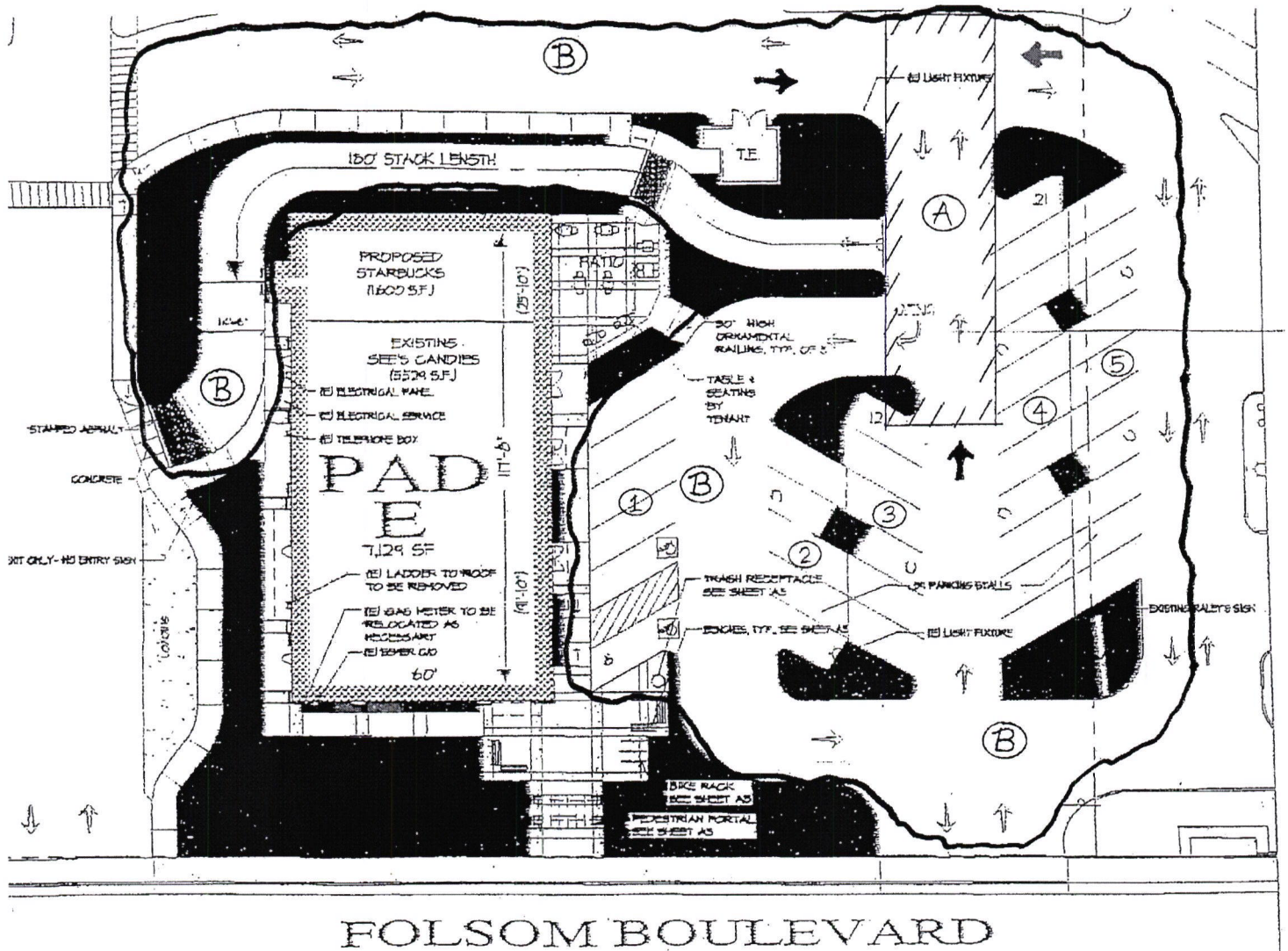
Dear Members of the Planning Commission;

See's Candies has been very pleased with our decision to relocate within the City of Rancho Cordova to the Mills Shopping Center. We believe we're an asset to the shopping center and to the City of Rancho Cordova as we have a strong retail presence here. We anticipate continuing to be successful at the Mills Shopping Center for a long time and for no less than our current lease period that extends thru the end of the year 2014. See's does not object in principle to the proposed new building elevations and many of the site improvements including the new landscaping and access for pedestrian and bicycle traffic.

But See's strongly disagrees with the Planning Commission Staff Report as it pertains to vehicular circulation on the site, congestion in the parking field, and access to or exit from the parking lot serving the facility. See's further believes its' customers will be inconvenienced trying to reach our place of business and those customers personal safety and welfare will be compromised as a result of the current site plan due to the placement of the proposed drive-thru lane. There is a likelihood customers parking in the lot will be required to cross on foot through a line of cars waiting to enter the Starbucks drive-thru. We anticipate injuries will result if this plan is approved in its' current form.

Please refer to the site plan enclosed as I detail how the site plan presented does not meet the requirements of Article 4: "Development Standards for Drive-up Windows and Remote Tellers", in Chapter 15 of the Rancho Cordova Zoning Code.

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Section 315-21 states, "The design and location of the facility and lane will not impede access to or exit from the parking lot serving the facility, nor impair normal circulation within the parking lot" The section also states, "The design and location of the facility and lane will not contribute to increased congestion on public or private streets adjacent to the subject property." The Staff Report indicates none of these conditions will occur, but offers no specific details to support that claim.

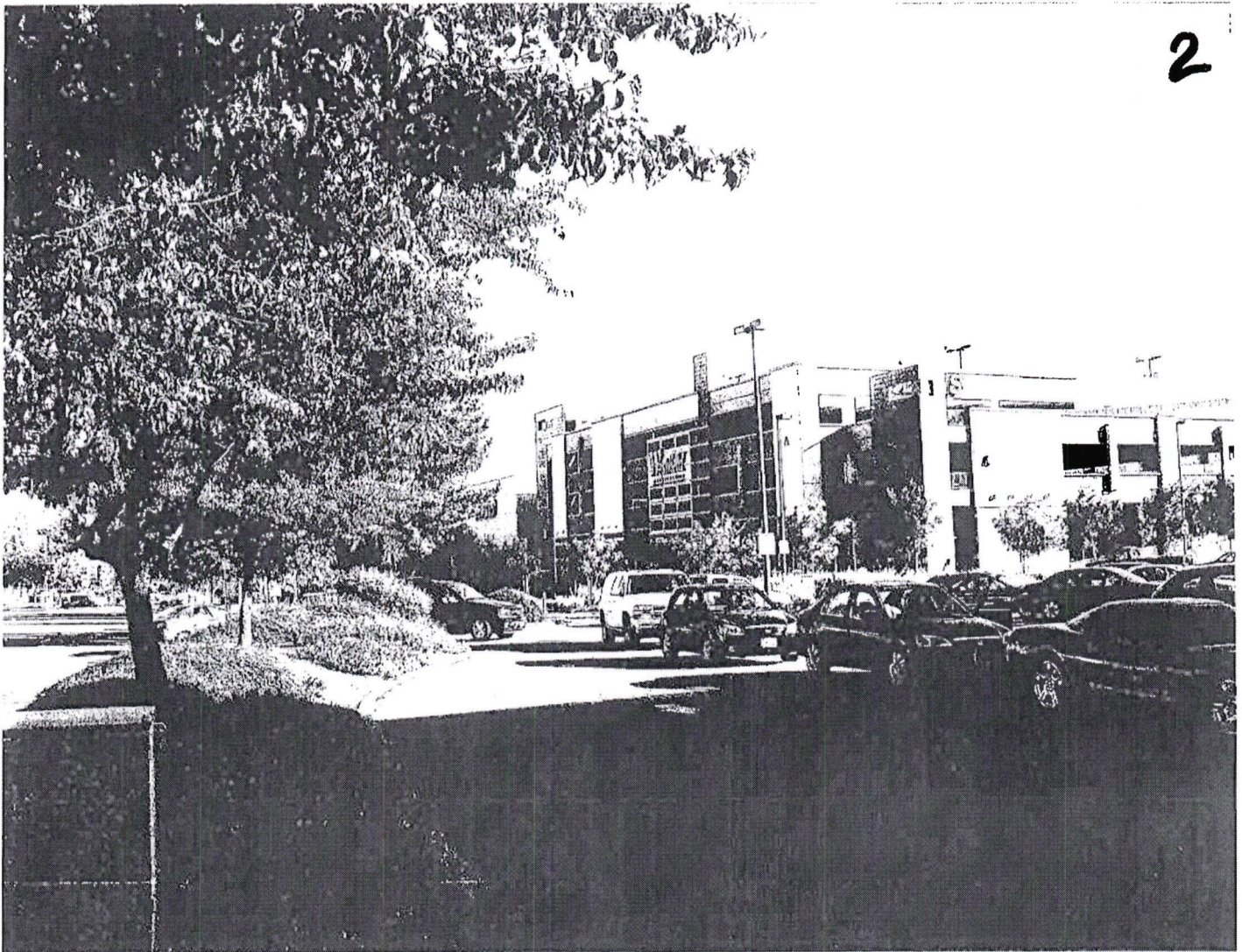
The enclosed site plan shows all of the vehicles entering or exiting any portion of the site within the area marked "B" must at some point also pass thru the small portion of the site marked as "A". Area "A" has vehicles approaching from three different directions. Most of the vehicles must make at least one turn in order to exit from area "A". The majority of vehicles entering the drive-thru stack lane or the closest parking to both businesses (indicated as parking rows "1" and "2") must make two turns within area "A". In addition, the majority of vehicles must make those turns within area "A" in front of on coming traffic.

Parking rows "1" and "2" have only 9 regular parking stalls. The addition of row "3" increases the total parking spaces within close proximity to the building entrances to 15. These three rows of parking fall far short of the 26 spaces required. The additional rows "4" and "5" further removed from the building provide the spaces required under the parking standard, but forces our customers on foot to traverse the congested and dangerous traffic within area "A". This situation is detrimental to the safety, comfort, and general welfare of our customers and further discourages them from patronizing our business.

It's our understanding Starbucks has not provided any statistics on hourly vehicle visits or total visits at similar drive up windows operated by the company. But you will note the enclosed photos taken at one of the Starbucks drive-thru operations we recently surveyed. These photos are representative of the congestion that will most likely occur in area "A" depicted on the site plan. This Starbucks is located at Almaden and Blossom Hill in the Oakridge area of San Jose. The photos were taken at approximately 9:15 am on Thursday, October 11th. The photographer states, "The line was an average of 10 cars but it was hard to show in the photos". Please note the similarity of conditions in these photos to the site plan you are being asked to approve. The first photo shows a portion of the stack lane. The vehicle you can see at the front of the line has reached the menu board. The actual drive up window and additional vehicles are around the corner of the building. Please note the two SUV's that appear to be at the rear of the line in this photo. Photo number two shows the same two SUV's. The dark colored one is in the entry and driveway of a two-way traffic lane within the shopping center property. You can also see the red car between the trunk of the trees that is still out on the public street and is restricted from entering the shopping center grounds. Photo number 3 shows another group of cars at the same driveway to the center. The white SUV and the dark colored pick-up truck are different vehicles than the ones in the first two photos. Please note at the rear of the pick-up is the headlight of a silver/gray vehicle that is stopped on top of the sidewalk. Finally, photo number 4 shows a white vehicle stopped across a two-way



2







traffic lane as it attempts to make a left turn into the stacked up vehicles for Starbucks. You will note any vehicles trying to park at the Bank of America, similar to the red car in the photo, or drive to another portion of the center would be inhibited by the white vehicle. These photos are representative of the congestion and interference with normal traffic circulation that can result from a similar Starbucks drive-thru design. There's no evidence presented in the Staff Report to indicate similar traffic congestion will not occur at Mills Shopping Center with the proposed stack lane.

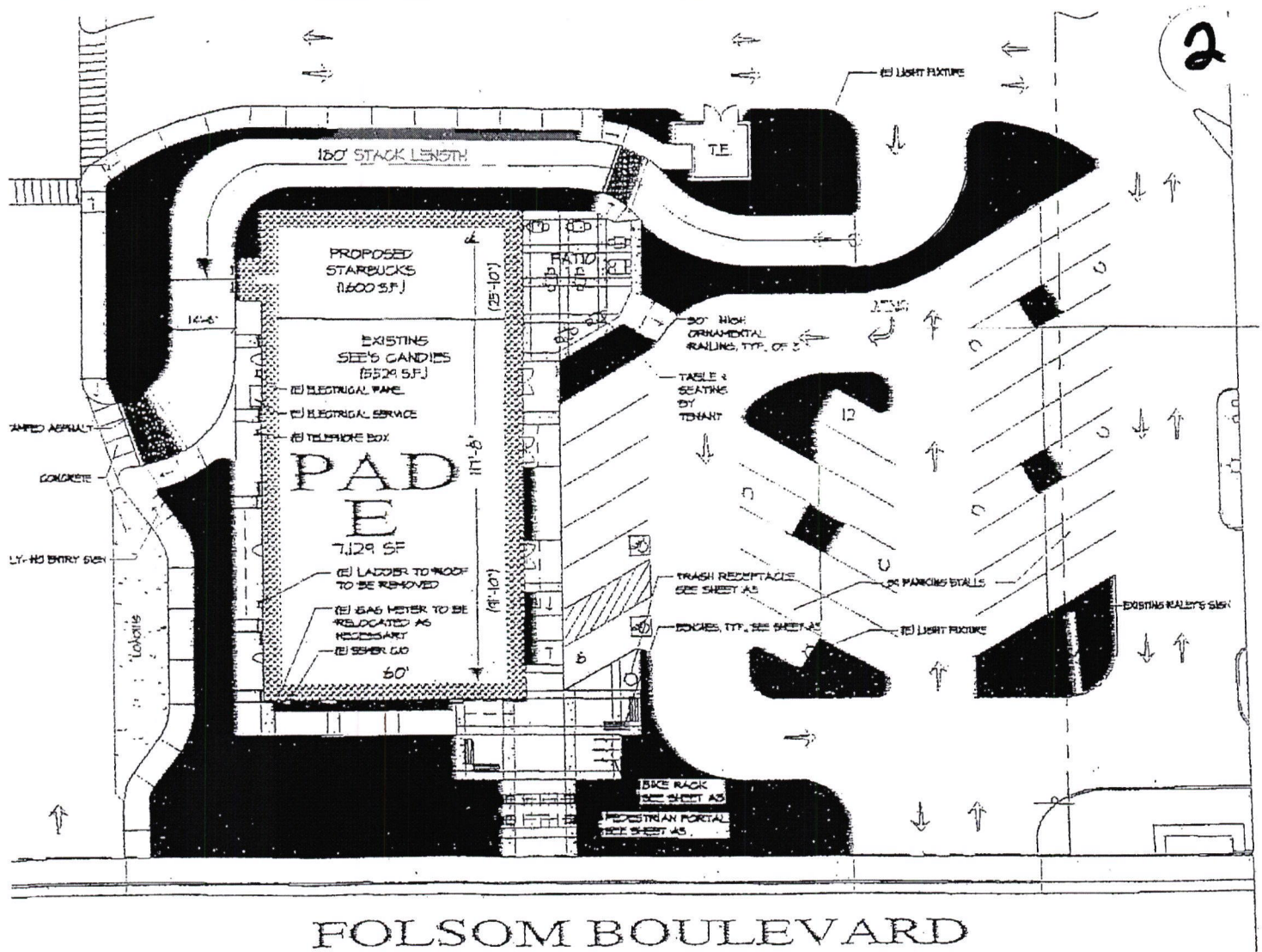
See's Candies believes the above traffic flow analysis along with the photo evidence demonstrates the site plan presented will result in gridlock. Potential gridlock cannot be avoided as long as the entrance to the drive-thru stack lane is in the same proximity as the entrance or exit for the majority of the on site parking. This situation can only result in increased congestion and impairment of normal circulation within the parking lot serving the facility. In addition, the site plan presented will endanger the safety, health, and welfare of our customers both on foot as well as when they are in their vehicles trying to traverse area "A".

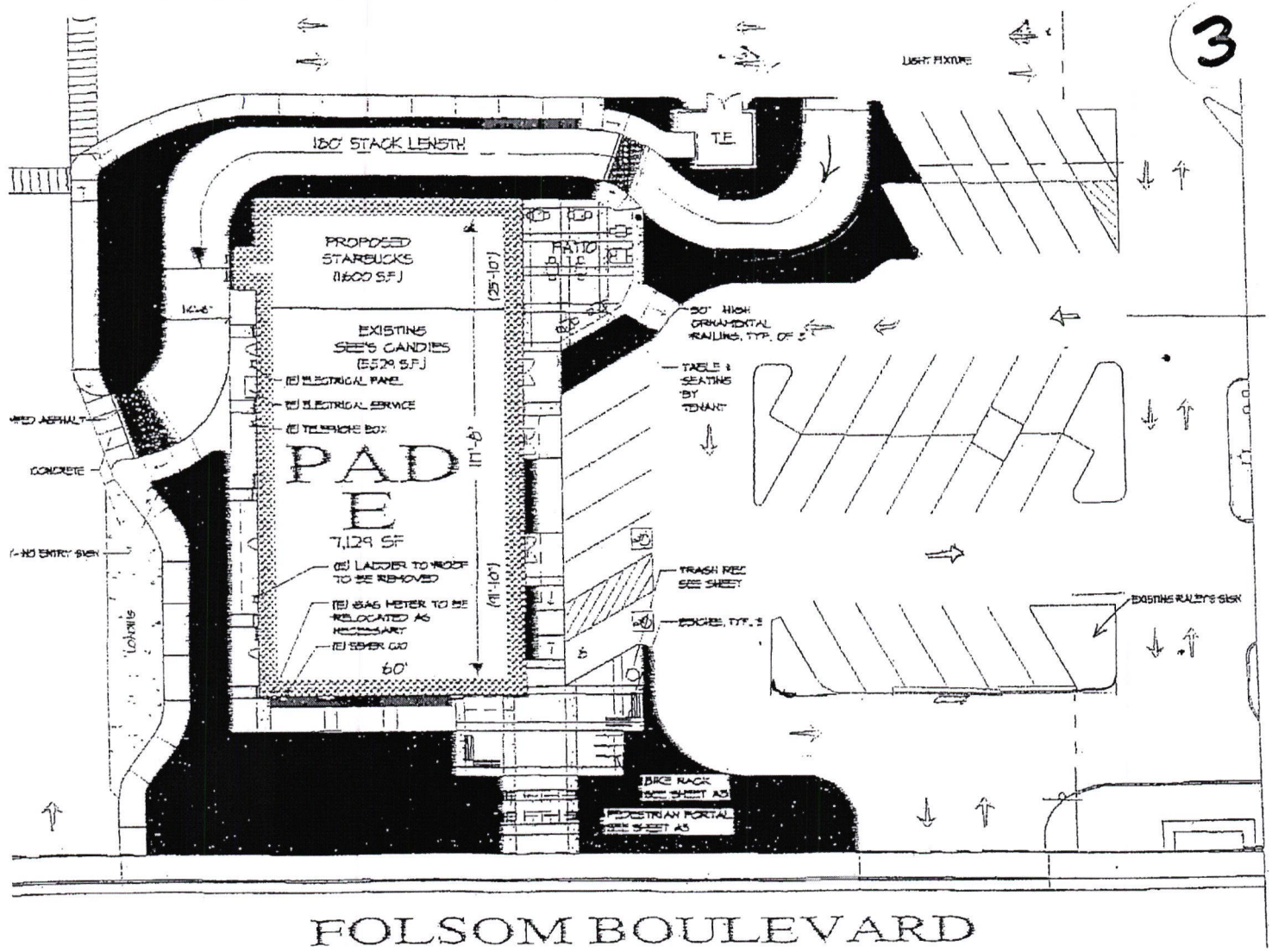
See's Candies has noted under section 315-22 "Design Requirements", paragraph "d" states, "The conditional use permit is revocable if congestion attributable to the facility regularly occurs on public streets or within the parking lot, and the management cannot alleviate the situation." It's our belief that unless the owner of Mills Shopping Center submits a site plan to the Planning Commission in which the stack lane and specifically the entrance to that lane is oriented away from the parking and the associated vehicle circulation on the east side of Pad E, the requirements under Chapter 15, Article 4 of the City Zoning Code will not be satisfied.

See's Candies has offered the Mill's ownership and the Planning Department staff two variations to the site plan you are being asked to approve. These proposed revisions are attached as site plans 2 and 3. In both cases, none of the Starbucks drive-thru customers will pass thru the one-way parking lot lanes containing parking stalls. The drive-thru customers will reach the drive-thru stack lane via the wider two-way traffic lanes on the perimeter of the site. This separation of vehicles is consistent with our survey of other Starbucks with drive-up windows in multi-tenant shopping centers. In each option, pedestrians would not be required to walk through a line of moving traffic for the Starbucks drive thru and we believe would have much less chance of injury.

The first drawing has only one change to the site plan. The planted peninsula bordering the stack lane has been extended to intersect the planted island at the end of the row of parking stalls. This simple change creates the separation and change in traffic circulation mentioned above.

The second drawing is a little more involved since the parking on the site has been turned 90 degrees. A larger number of the parking stalls have been moved internally and away from the two way traffic. In addition, parking customers have additional options for exiting the site that would contribute to improved vehicle flow. Once again, the drive-



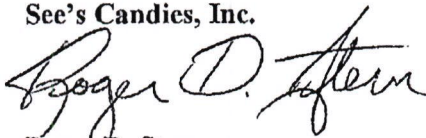


thru traffic does not pass thru the parking lanes and the potential congestion in that area is reduced.

Please note these are examples of how the necessary separation can be achieved without significantly changing the goal of the shopping center owners. The conceptual drawings maintain the dimensional scale of the parking spaces and traffic aisles. They do not attempt to detail all the requirements an architect or engineer would include, such as the radius of curb cuts at traffic intersections.

See's Candies requests the Planning Commission to determine the site plan submitted for approval does not meet the requirements of Chapter 15, Article 4 of the City Zoning Code and is not in the best interest of the public or tenants of Pad E

Sincerely,
See's Candies, Inc.

A handwritten signature in cursive script, appearing to read "Roger D. Stern".

Roger D. Stern
Director of Shop Construction

M E T R O S C A N
Reference Farm
Sacramento (CA)

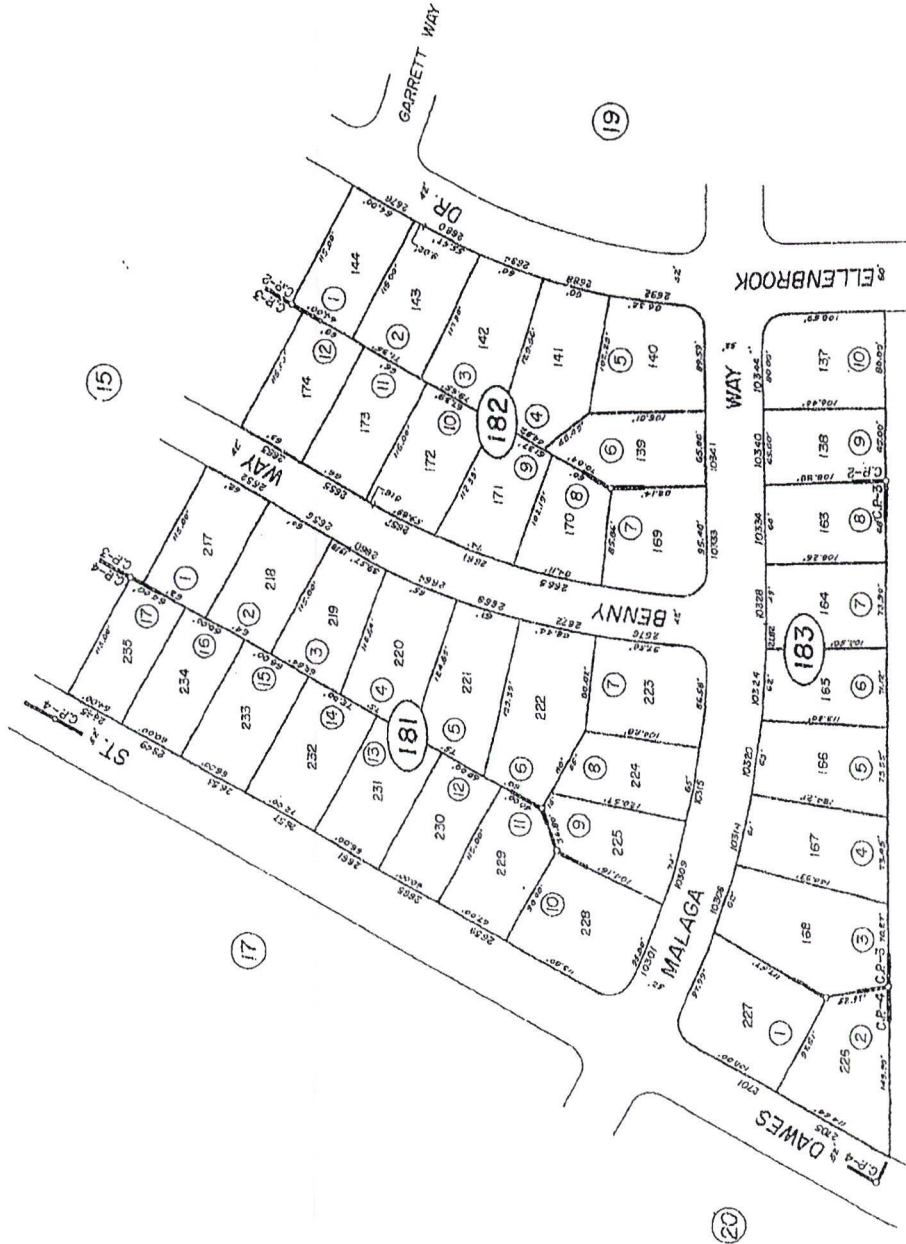
ATTACHMENT 4

ier	Address	Phone	Ref Number
Asparagus Meadows Llc;W Ors	10288 Mccracken Dr Rancho Cordova		12
Asparagus Meadows Llc;W Ors	10288 Mccracken Dr Rancho Cordova		13
Below Wallace E;Jacqueline	2708 Dawes St Rancho Cordova 9567		2
Campbell Robert J;Belinda A	2709 Dawes St Rancho Cordova 9567		1
Darlene Williams Trust	10366 White Rock Rd Rancho Cordov		14
Garth;Vicki Mason Family 19	10361 Mills Tower Dr Rancho Cordo		15
Gill Mohan K;Balbir S Ojla	10273 Folsom Blvd Rancho Cordova		5
Mackandfreckles Llc	10311 Folsom Blvd Rancho Cordova		8
Rashed Helua H	10275 Folsom Blvd Rancho Cordova		6
Rashed Helua H	2720 Dawes St Rancho Cordova 9567		3
Robert A Pack Living Trust	10335 White Rock Rd Rancho Cordov		11
Sehgal Rakesh	10299 Folsom Blvd Rancho Cordova	530-661-3024	7
Selby Family Living Trust	10275 Folsom Blvd Rancho Cordova		4
Stenberg Erland L;Mary A	10349 Mills Tower Dr Rancho Cordo		16
Stenberg Erland L;Mary Ann	10335 Mills Tower Dr Rancho Cordo		17
Stenberg Erland L;Mary Ann	10339 Mills Tower Dr Rancho Cordo		24
Stenberg Erland L;Mary Ann	10325 White Rock Rd Rancho Cordov		20
Stenberg Erland L;Mary Ann	10331 Mills Tower Dr Rancho Cordo		18
Stenberg Erland L;Mary Ann	10327 White Rock Rd Rancho Cordov		19
'tenberg Erland L;Mary Ann	10337 Mills Tower Dr Rancho Cordo		23
enberg Erland L;Mary Ann	10329 Mills Tower Dr Rancho Cordo		21
Stenberg Erland L;Mary Ann	10333 Mills Tower Dr Rancho Cordo		22
Susan Nauslar Revocable Tru	10335 White Rock Rd Rancho Cordov		10
Susan Nauslar Revocable Tru	10333 White Rock Rd Rancho Cordov		9
Thibedeau David J	10373 White Rock Rd Rancho Cordov		25
Thibedeau Shanice D	10367 White Rock Rd Rancho Cordov		26

M E T R O S C A N
Reference Farm
Sacramento (CA)

ATTACHMENT 4

Per	Address	Phone	Ref Number
Arellano Dolly L	10378 White Rock Rd Rancho Cordov		4
Balabanov Aleksandr	10360 White Rock Rd Rancho Cordov		2
Buzyan Lyubov;Yelena	10357 Mills Tower Dr Rancho Cordo		5
Cotton Ronndale;Cathy Moses	10381 White Rock Rd Rancho Cordov		9
Goodpaster Thomas E;Valenci	10294 Mccracken Dr Rancho Cordova	916-361-1512	11
Lucas Thom;Corinne J	10298 Mccracken Dr Rancho Cordova		10
Lyulka Valeriy	10353 Mills Tower Dr Rancho Cordo	916-361-2306	6
Mcelheny Tom	10259 Mccracken Dr Rancho Cordova		12
Melendres Manuel	10372 White Rock Rd Rancho Cordov		3
Padilla Fernando Cazares	10364 Mills Tower Dr Rancho Cordo		8
Seiler Stanley D;Linda L	10354 White Rock Rd Rancho Cordov		1
Stent Alyce	10257 Mccracken Dr Rancho Cordova		13
Waycaster Oleta	10356 Mills Tower Dr Rancho Cordo		7
Whiteford Thomas R;Atsuko	10275 Mccracken Dr #132 Rancho Co	916-366-9234	14



Cordova Park. Unit No. 2 R.M. Bk. 42, Pg. 17
Cordova Park. Unit No. 3 R.M. Bk. 47, Pg. 12
Cordova Park. Unit No. 4 R.M. Bk. 49, Pg. 03

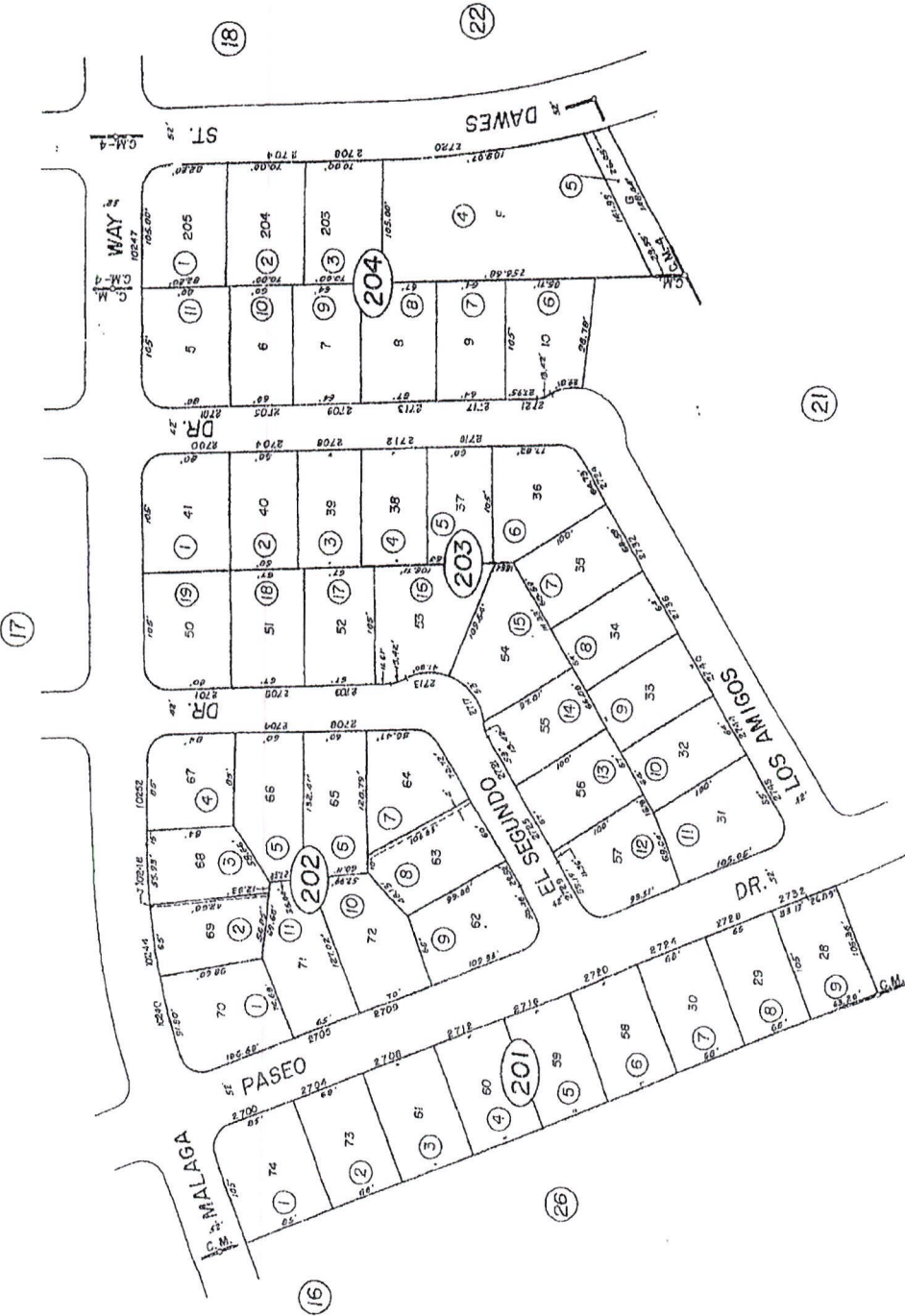
Assessor's Map Bk. 76 -Pg. 18
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

POR SEC.34 T.9N. R M.D.B & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

20



Cordova Meadows R.M. Bk.42, Pg.32
Cordova Meadows Unit No. 4 R.M. Bk.49, Pg.01

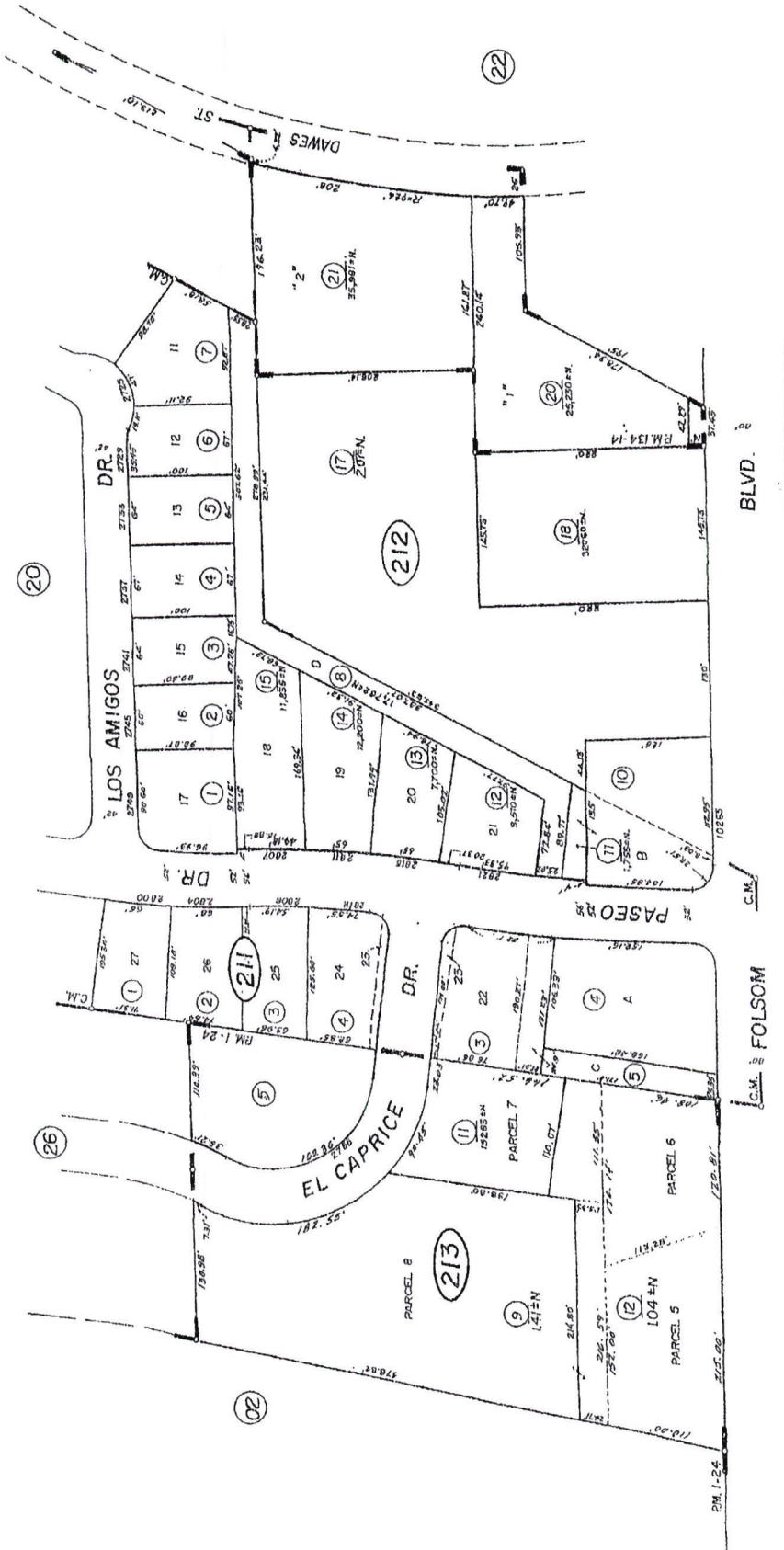
Assessor's Map Bk. 76 -Pg.20
County of Sacramento, Calif.

NOTE--Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

76-21

Tax Area Code

POR SEC. 34 T. 9N. R. 6E. M.D.B & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



ATTACHMENT 4

Assessor's Map Bk. 76-Pg. 21
County of Sacramento, Calif.



NOTE-Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Cordova Meadows R.M. Bk. 42, Pg. 32

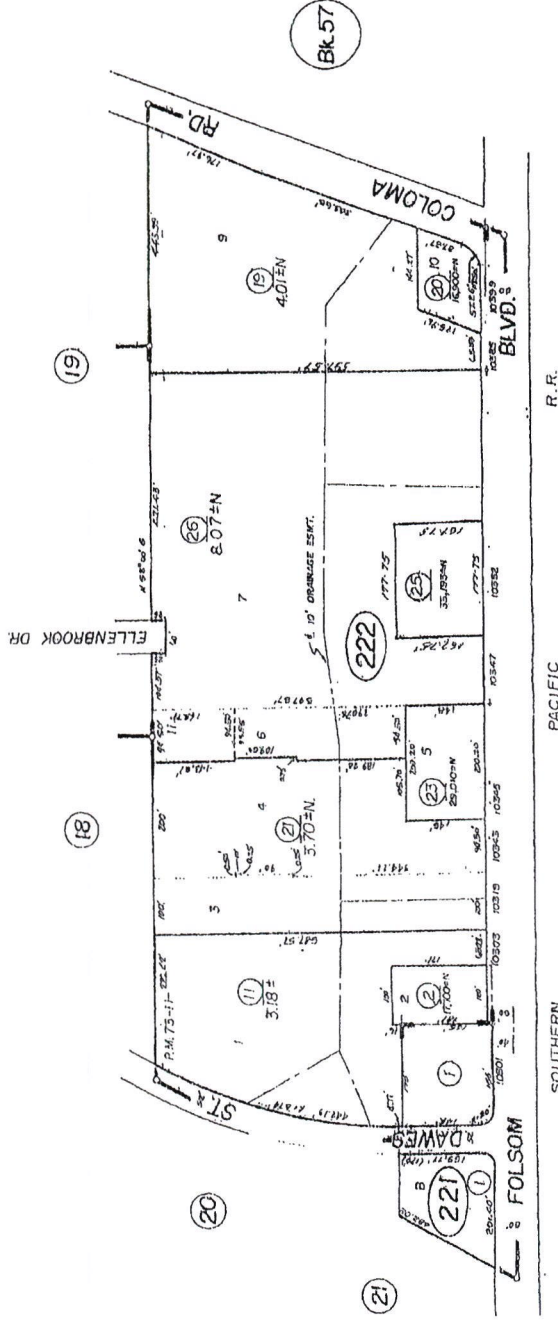
Bk. 77

MAR 05 2008

76-22

Tax Area Code

POR SEC. 34 T. 9N. R. 6E. M.D.B. & M
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



MAY 06 2004

ATTACHMENT 4

Assessor's Map Bk. 76-Pg.22
County of Sacramento, Calif.

NOTE-Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Cordova Park Unit No. 2 R. M. Bk. 42 Pg.17



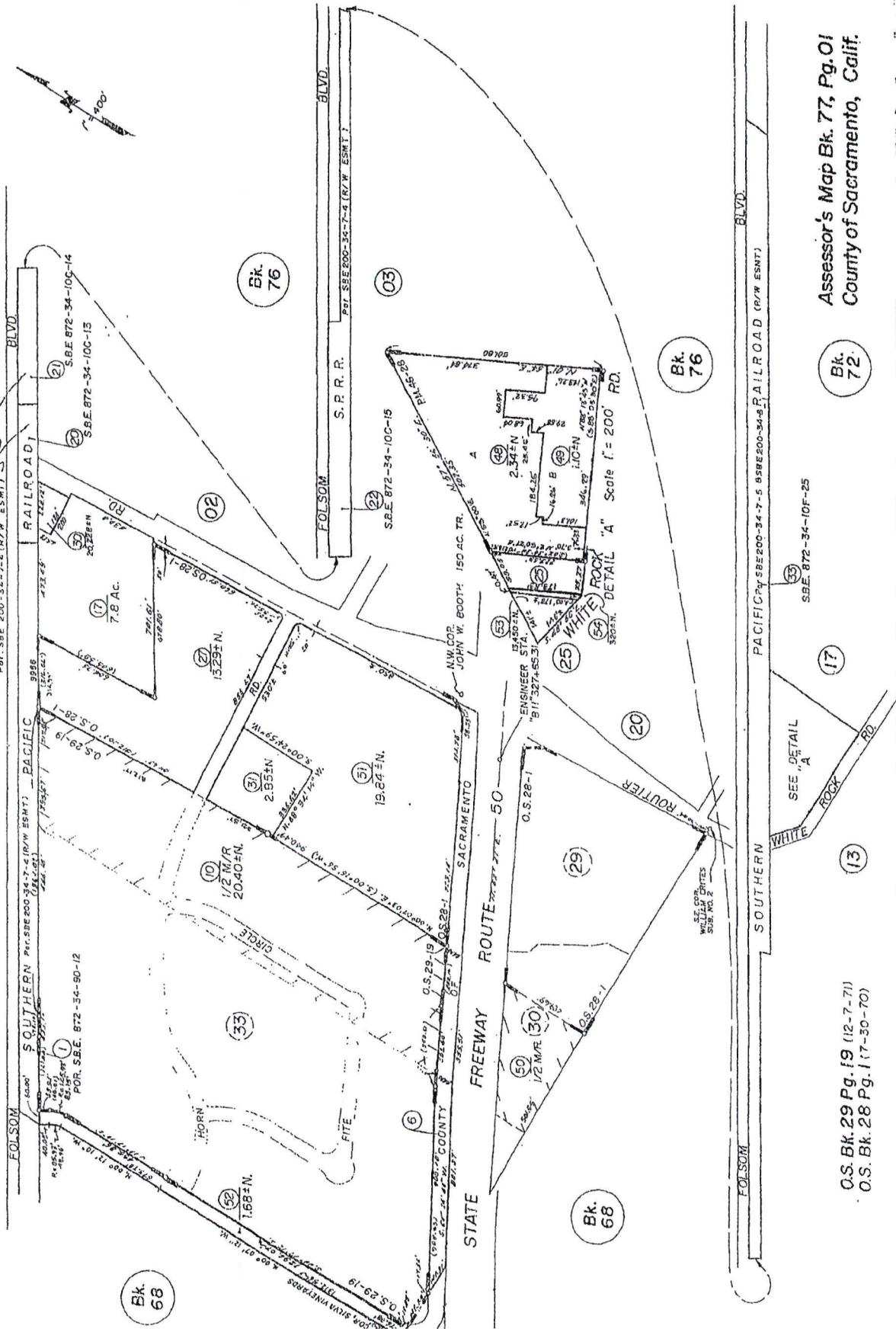
Bk.77

Bk.57

77-01

POR. SEC. 3 & 4, T. 8 N., R. 6
 POR. SEC. 34, T. 9 N., R. 6 E., M.D.B. & M.

Bk. 75



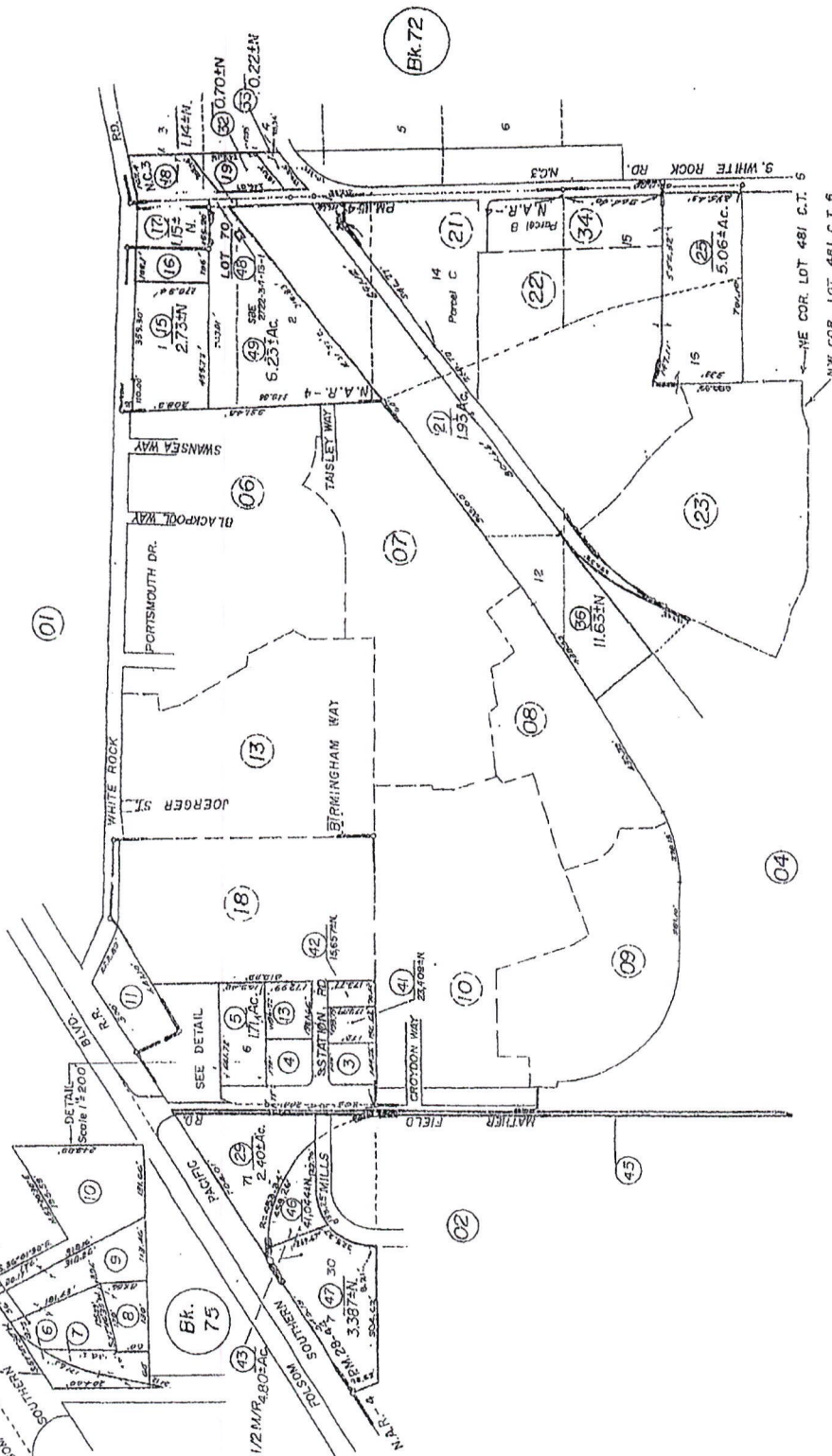
Assessor's Map Bk. 77, Pg. 01
 County of Sacramento, Calif.

Bk. 72

O.S. Bk. 29 Pg. 19 (12-7-71)
 O.S. Bk. 28 Pg. 1 (17-30-70)

Bk. 68

POR. SEC. 2 & 3, R. 6 E., M. D. B. & M.
 POR. SEC. 34 & 35, 1. 3 N., R. 6 E., M. D. B. & M.
 (PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



Assessor's Map Bk. 77 -Pg. 03
 County of Sacramento, Calif.

Natomas American River Sub 4, R.M. Bk. 15, Pg. 44
 Natomas Consolidated of Calif. Sub. 3, R.M. Bk. 14, Pg. 46

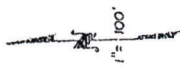
NOTE—Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

POR. SEC. 3, T. 8 N., R. 6 E., S. 8 POR. SEC. 34
(PROL INTO SANCHO RODELOS AVE)

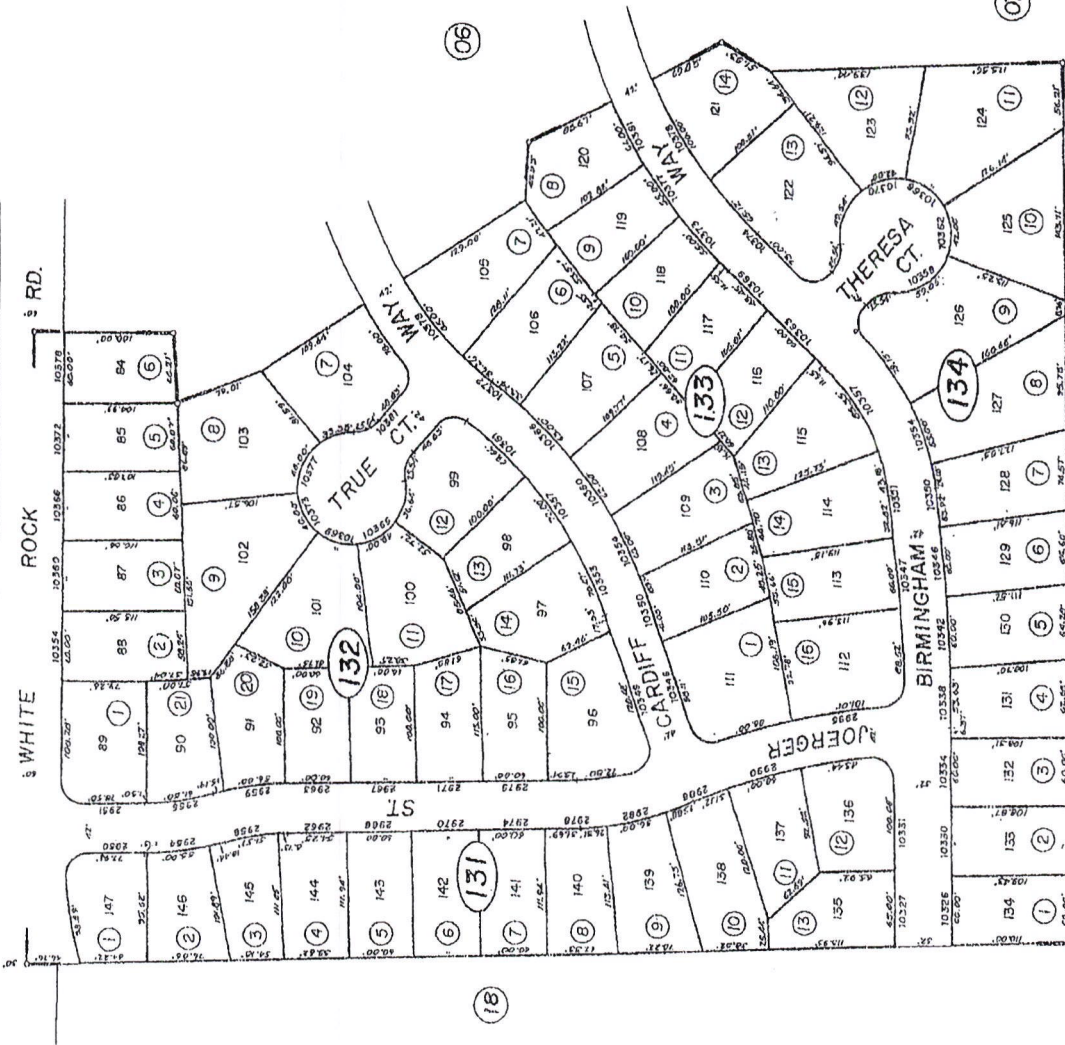
V, R. 6 E., M. D. B. & M.

Tax Area Code

13



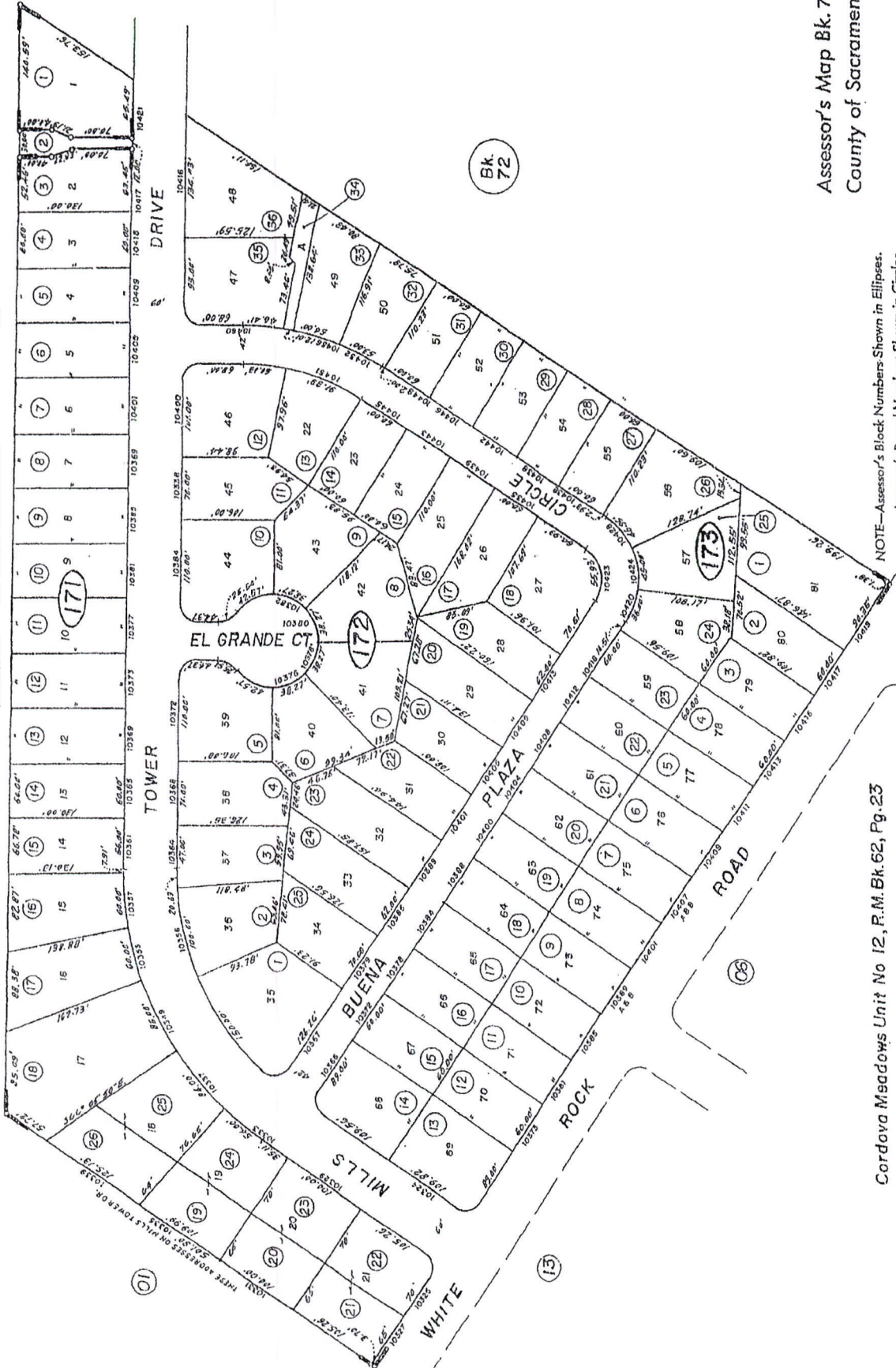
ATTACHMENT 4



Assessor's Map Bk. 77 -Pg. 13
County of Sacramento, Calif.

Cardova Towne North Unit No. 2, R.M. Bk. 58, Pg. 6

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.



Cordova Meadows Unit No 12, P.M. Bk. 62, Pg. 23

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 77-Pg. 17
County of Sacramento, Calif.

MEMORANDUM

DATE: November 19, 2007
TO: Honorable Mayor and Council Members
FROM: Katja Irvin, Assistant Planner
SUBJECT: FITE CORPORATE CENTER BUILDINGS B & C, DESIGN REVIEW

**OWNER / APPLICANT:**

Fite Development
Charles Fite
9857 Horn Road
Sacramento, CA 95827

PROJECT: Fite Corporate Center Buildings B & C, Design Review
FILE: RC-07-306
LOCATION: 10101 & 10121 Old Placerville Road
APN: 077-0360-033 & 077-0360-035
PLANNER: Katja Irvin, Assistant Planner

RECOMMENDATION

Staff recommends the City Council continue the item to the December 17 City Council hearing. Additional time is needed for the applicant and the Public Works Department to negotiate transportation and public infrastructure fees.

BACKGROUND

The applicant is requesting Design Review approval for Buildings B and C which will complete development of the Fite Corporate Center and add about 145,000 square feet of new spec office space.

ATTACHMENT

1. Communication from applicant requesting Continuance

ATTACHMENT 1**Charlene Fortunka**

From: Chuck Shaw [cshaw@fiteproperties.com]
Sent: Monday, November 19, 2007 9:42 AM
To: Katja Irvin; Cyrus Abhar
Cc: Charles D. Fite; 'Tom Black'; 'Kim Altamero'; 'Alan C. Hom'; 'Loangle Newsome'
Subject: Fite Corporate Center, Buildings B and C: Design Review, Project No. RC-07-306: Continuance Request
Importance: High

Dear Katja:

Fite Development Company, as Applicant for Fite Corporate Center Buildings B & C, respectfully requests a Continuance from this evenings City Council Hearing. The Continuance will provide the Applicant an opportunity to provide the City of Rancho Cordova Public Works Department additional requested information regarding the Project.

Please advise us if our request is granted and the anticipated revised Hearing date.

Thank you for your consideration.

Chuck Shaw

Fite Development Company
9857 Horn Road
Sacramento, CA 95827
916.366.5696 office
916.361.9043 fax
916.804.2882 cell

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.503 / Virus Database: 269.16.0/1139 - Release Date: 11/19/2007 12:35 PM

11/19/2007

MEMORANDUM



DATE: November 19, 2007
TO: Honorable Mayor and Council Members
FROM: Katja Irvin, Assistant Planner
SUBJECT: FITE CORPORATE CENTER BUILDINGS B & C, DESIGN REVIEW

PROPERTY OWNER/APPLICANT:

Fite Development
Charles Fite
9857 Horn Road
Sacramento, CA 95827

PROJECT: Fite Corporate Center Buildings B & C, Design Review
FILE: RC-07-306
LOCATION: 10101 & 10121 Old Placerville Road
APN: 077-0360-033 & 077-0360-035
PLANNER: Katja Irvin, Assistant Planner

RECOMMENDATION

City Council find the project exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3) and adopt Resolution No. 134-2007 approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package (Exhibit A), and Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED ACTION

Buildings B and C will complete development of the Fite Corporate Center, adding about 145,000 square feet. The final two buildings will complement Building A, which was constructed under the County entitlements, and will also complement the office development occurring in the Mather Field Redevelopment Area nearby.

BACKGROUND

The proposed project is a minor design modification of the second phase of three office buildings approved by the County of Sacramento in December 1999. Building A was constructed in 2000 and now the applicant is submitting the revised plans for Buildings B and C for Design Review consideration.

The location of the proposed project is shown in Figure 1. A new charter high school is under construction across the street to the north, offices are located to the east, single

family residences are located to the west, and the land across Old Placerville Road to the south (under County of Sacramento jurisdiction) is vacant. Steep drops from both Routier Rd. and Old Placerville Rd. to the site have a large impact on the site plan.

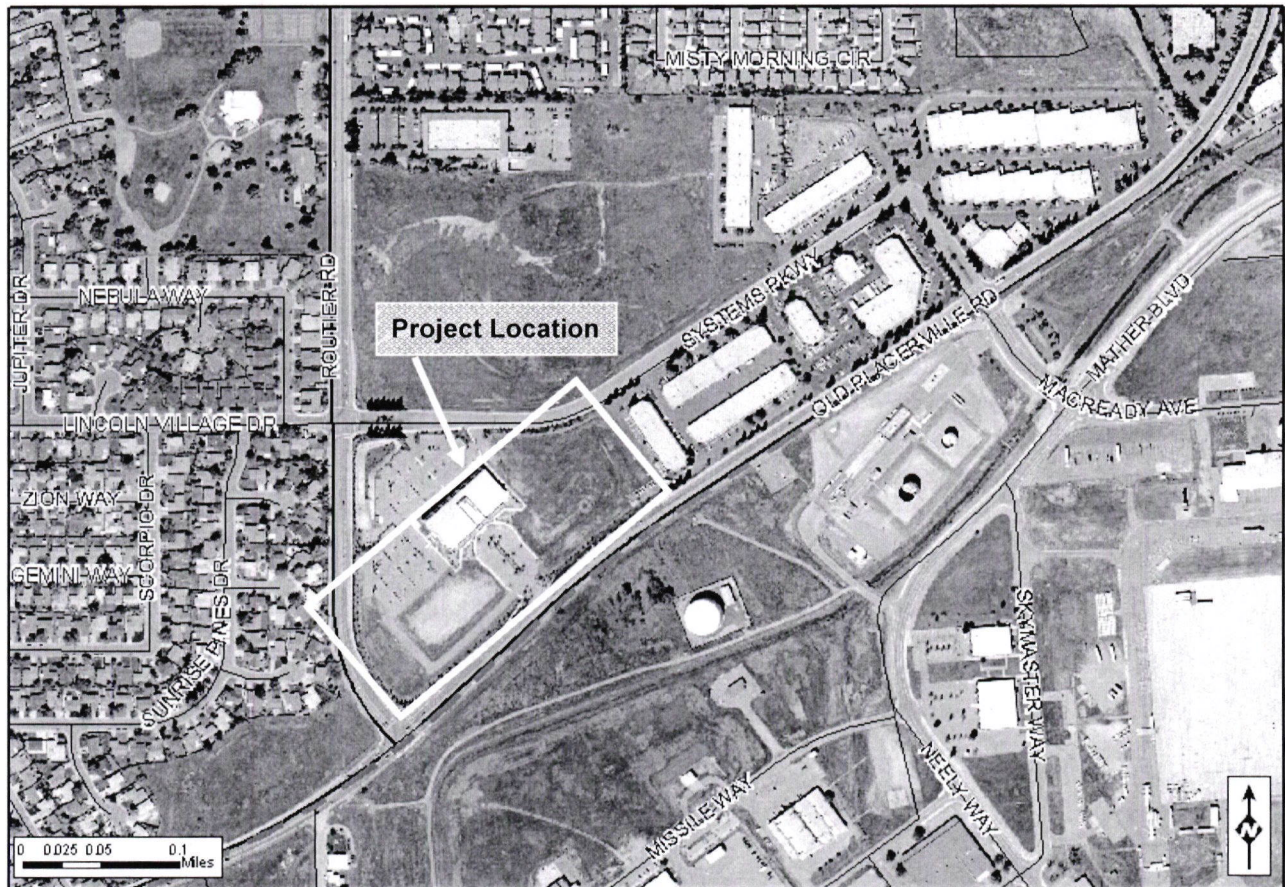


Figure 1. Site Location

See **Attachment 1, Resolution No. 134-2007**, for evidence showing that the proposed project is consistent with the City of Rancho Cordova General Plan, Zoning Code, and Design Guidelines. For more information about the analysis of the building and site design for this project, including pedestrian and bicycle features, see **Attachment 2, Checklist for Office and Office Mixed Use Projects**.

The design of the buildings is consistent with other building forms nearby and will enhance the area. The building layout is designed to promote a campus appearance, and includes pedestrian connections to the public right of way. The architecture and landscaping are distinctive. In addition, bicycle facilities and green building features will help to protect the environment.

Although the proposed project meets most of the design guidelines, the buildings are set back farther than suggested in the Design Guidelines. However, such large setbacks are typical of office parks in the area. Also, due to the terrain of the site, placing the buildings closer to Old Placerville Road would create difficulties with vehicular ingress and egress and a need for large retaining walls adjacent to Old Placerville. At the

request of staff, the applicant has agreed to enhance the corner of Old Placerville and Routier with enhanced landscaping to soften and add color, improving the relationship of the project to this intersection.

Green Technology

Many "Green" building features will be used in the building design. The use of 407c HFC green refrigerant, which is worth 1 LEED point, will help protect the ozone layer. An energy reclaim wheel will be employed to capture energy that would exhaust out of the building, which will improve indoor air quality (providing 1 LEED point) and reduce the energy needed for heating. Use of a "dolphin" will treat water without chemicals (reducing pollution) and reduce water use, which is worth 1 LEED point. The building HVAC system will reduce energy use by 25.9% over Title 24, which is worth 5 LEED points.

Right-of-way Acquisition

Old Placerville Rd. has been identified for future road widening by the Public Works Department to accommodate a six lane road, according to the General Plan. The current alignment would require the acquisition of 21 feet of property from this project, along the Old Placerville Road frontage. The site plan has reserved the necessary future road alignment as far as building setbacks are concerned. However, the overall site plan does not allow for the future improvements without significantly impacting both the internal circulation of vehicles and the parking inventory.

CONCLUSION

The proposed project will enhance the office campus district that is developing in this area of Rancho Cordova near Mather Field Airport. The scale and site layout of the project is compatible with surrounding buildings and will enhance the area with extensive landscaping and distinctive buildings. The building elevations are well designed, including a variety of architectural features and materials, variations in the roofline, articulations to the façade, and special lighting features. The project meets the intent of the City's Design Guidelines for office projects. The Planning Commission is recommending the City Council approve **Resolution No. 134-2007**.

ATTACHMENTS

1. Resolution No. 134-2007 including Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Rancho Cordova Design Guidelines Checklist for Office and Office Mixed Use Projects
3. Letter from Fite Development regarding Conditions of Approval
4. Email from Sacramento City Unified School District regarding drainage
5. Minutes of Meeting of the Planning Commission October 11, 2007
6. 500' Radius Map and Mailing List

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2007

**A RESOLUTION OF THE CITY COUNCIL
APPROVING DESIGN REVIEW FOR FITE CORPORATE CENTER BUILDINGS B & C
PROJECT # RC-07-306**

WHEREAS, Fite Development (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for two new two-story, 72,924-square-foot office buildings at 10101 and 10121 Old Placerville Road (Assessor's Parcel Numbers 077-0360-033 & 077-0360-035); and

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

WHEREAS, the project is exempt from review under the California Environmental Quality Act (CEQA) by general rule, pursuant to CEQA Guidelines Section 15061(b)(3); and

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

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

1. That the project site was adequately analyzed according to the California Environmental Quality Act Guidelines.

Finding

The proposed project is exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) allows a project to be exempted from CEQA review when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Evidence

The County of Sacramento approved the construction of three office buildings in December 1999. One building was fully constructed, the lots for buildings B and C were subdivided, and the building pads were graded for the two future buildings. For the purposes of the environmental analysis, it was determined that the "project" subject to CEQA review by the City consists of the incremental difference between the design plans approved by Sacramento County in 1999 and the currently proposed design being contemplated by the City.

The proposed project is substantially similar to the project that was approved by Sacramento County in 1999. In general, design modification is an activity that may have the potential to have a significant impact on the environment. The changes between the plans approved by Sacramento County in 1999 and those currently being contemplated for approval by the City would not result in any new physical impacts to the environment. Therefore, the proposed project is exempt from CEQA review by general rule pursuant to CEQA Guidelines Section 15061(b)(3).

2. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following:

a) Finding

The proposed project is consistent with the objectives of the General Plan, complies with applicable Zoning regulations and Special Planning Area provisions, and is consistent with the applicable "Guiding Principles" and "Design Concepts" in section 110-84.

Evidence

The proposed project is consistent with the General Plan land use concept for the Countryside / Lincoln Village Planning Area which states, "[a]t the intersection of Routier and Old Placerville Road, the new office mixed-use designation will allow for existing and new offices to be developed with commercial and/or residential uses integrated horizontally or vertically." This designation also allows an office park without mixed uses to be developed.

The project will support several General Plan goals and policies as follows:

- Urban Design Goal UD.3 aims to create a unique project identity that contributes to the overall character of the District and City. The proposed project implements Policy UD.3.2 by creating safe, inviting, and functional pedestrian and cyclist environments for an office project (for more detail, see Evidence for Finding 2c below).
- Urban Design Goal UD.4 aims to ensure that projects are designed in keeping with the context of surrounding areas and overall community. The proposed project implements Policy UD.4.2 because it is compatible with surrounding development in ways that contribute to the desired character of the City by creating a variety of office and commercial mixed-use developments along Old Placerville Road.
- Economic Development Goal ED.1 aims to diversify Rancho Cordova's economy by facilitating and encouraging land uses that provide substantial and sustainable fiscal benefits to the City and residents. The proposed project implements Policy ED.1.2 with construction of 145,000 square feet of new office space to help serve the current and future needs of the community.

The project is in the Industrial Office Park (MP) zone as designated on the City Zoning Map. Business and professional office uses are permitted by right in the MP land use zone and the project meets the development standards of the MP zone.

The applicable "Guiding Principles" and "Design Concepts" in section 110-84 are further defined by the City of Rancho Cordova Design Guidelines and are satisfied by this project as described by the facts and findings discussed below.

b) Finding

The proposed architecture, site design, and landscaping are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence

The concrete tilt-up structure used for the main mass of the buildings is the predominant building type developed along Old Placerville Road and in the nearby Mather Field Campus District. Due to the size of the new buildings, the architect has employed several architectural features to break up the building masses. At the front entries, tall vertical elements with metal cladding run up the surface creating a visual

icon identifying the main entry point from Old Placerville Road. In the evening, up-lighting fixtures will accent the building face and the metal cladding. At both ends of the building are glass clad stairwells that project out from the main façade, creating an interesting shape to the overall structure.

The relationship between the buildings on the site is symmetrical with an oval entrance roadway circling in between the buildings from Old Placerville Rd. This site layout creates a formal appearance to the street and adds stature to the Old Placerville corridor. The site landscaping supports the formal site layout and provides much greenery along the site perimeter. The use of stone and water features at the head of the entry oval enhances the sophisticated character of the project.

c) Finding

The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence

Several architectural features elevate the quality of the design above that of nearby buildings. Curtain walls of windows, structural articulation and building off-set add distinction to the façades. The roofline silhouette is broken up through the use of cornices at main entries and changes in parapet heights at the end of each building wing. Main building entries are further accented using awnings with down-lighting, recessed entries, and blue slate tile accents, which provide relief to the otherwise repetitive facades. Tile accents above the second-floor windows also add character to the buildings. The stairwells located towards the entry oval have interior vertical light shafts, which become illuminated architectural sculptures at night, emphasizing the central focal point of the site.

d) Finding

The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence

Pedestrian connections are provided from the public sidewalk to the building entrances from Old Placerville and from Systems Parkway. The site has pedestrian-friendly features: internal sidewalks are 6' wide and bollard lights are used to accent and illuminate these walkways; the buildings have wide entry areas with special Bomanite concrete paving and canopies for weather protection; and two areas with benches are provided between the buildings.

Visible, well-lit locations have been provided for bicycle parking near building entrances. Bike parking areas are paved with Bomanite and are shaded like the pedestrian areas on the site. A shower facility with lockers will be incorporated within both men's and women's restrooms on the first floor of each building.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of November, 2007 by the following vote:

AYES:

NOES:

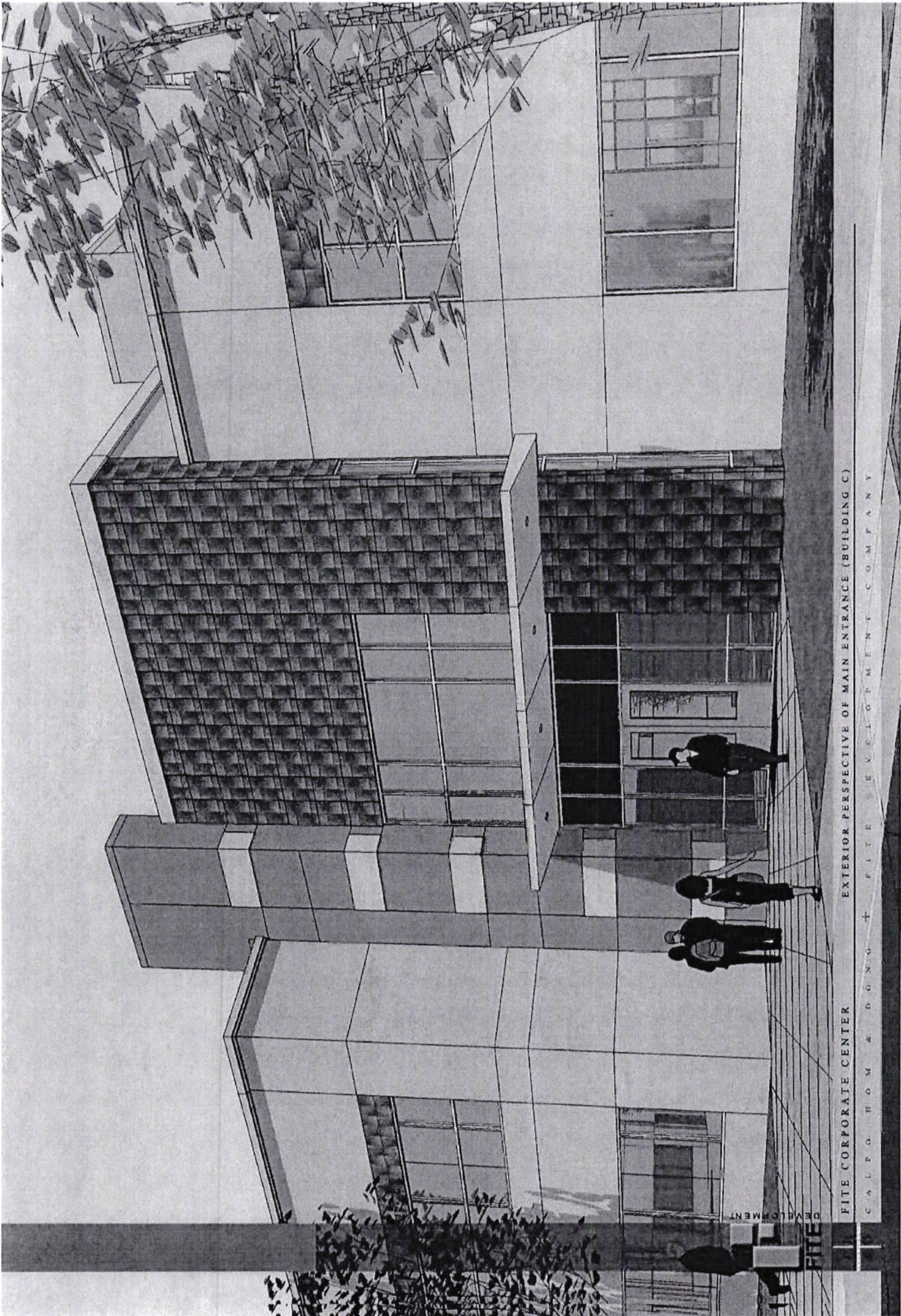
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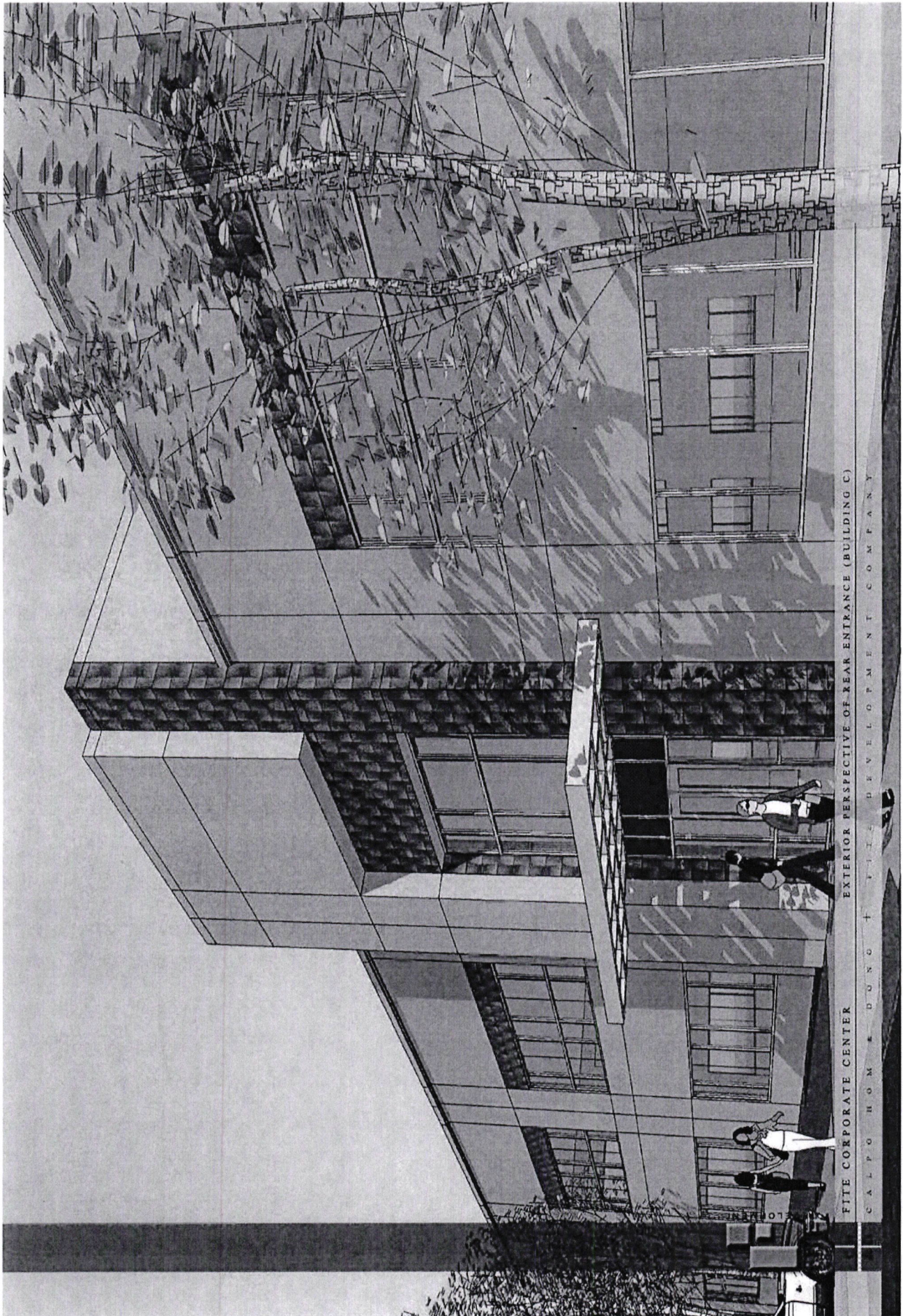
ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

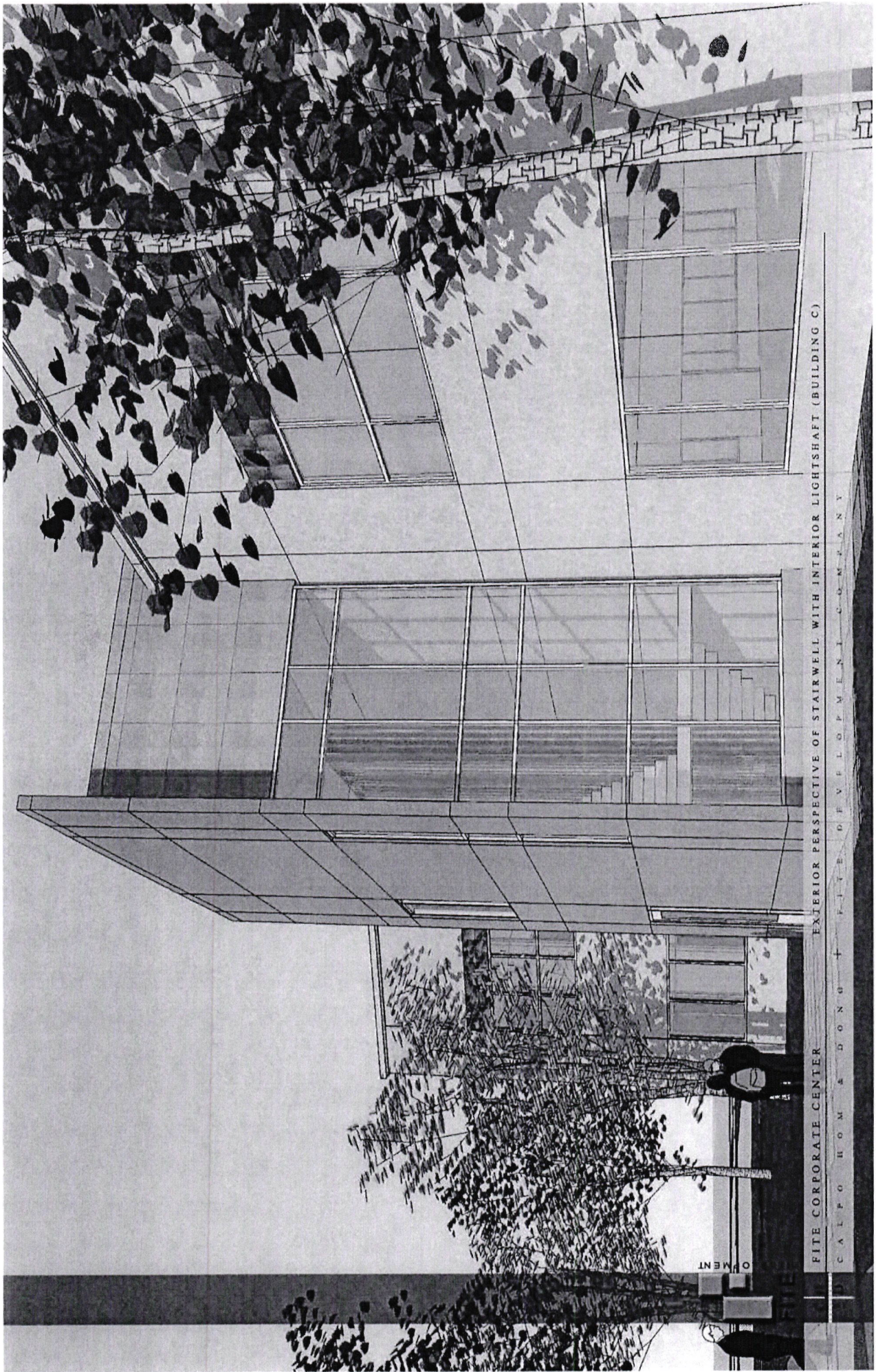




EXTERIOR PERSPECTIVE OF REAR ENTRANCE (BUILDING C)

FITE CORPORATE CENTER

CALIFORNIA HOMES & DEVELOPMENT COMPANY

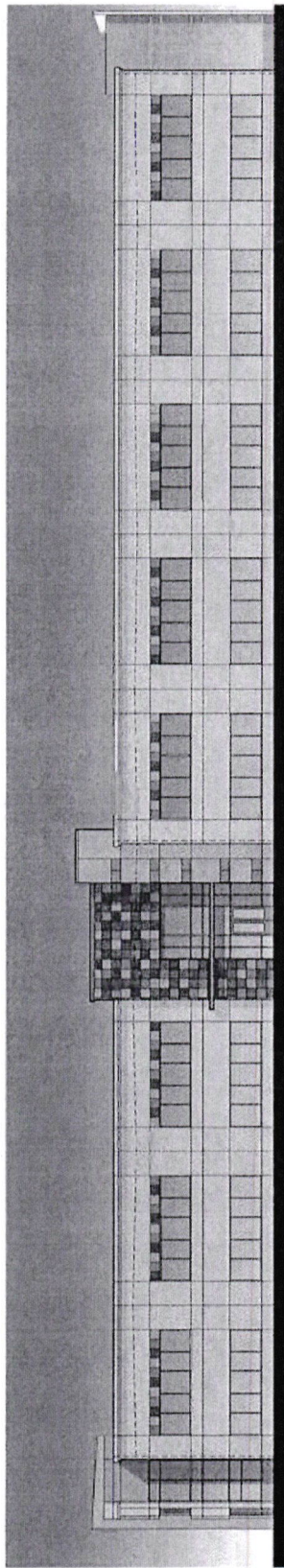


FITE CORPORATE CENTER EXTERIOR PERSPECTIVE OF STAIRWELL WITH INTERIOR LIGHTSHAFT (BUILDING C)

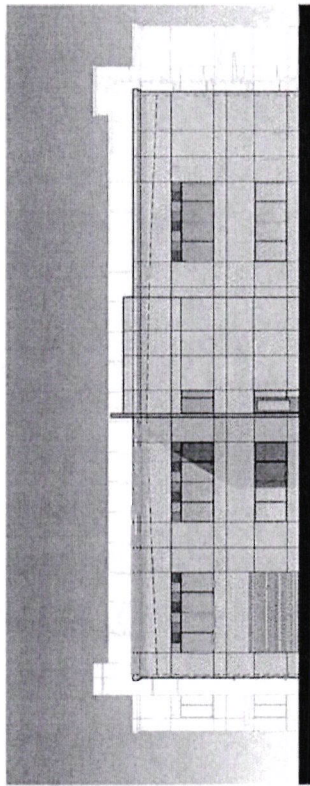
FITE DEVELOPMENT COMPANY

CALPICO HOM & DONUT

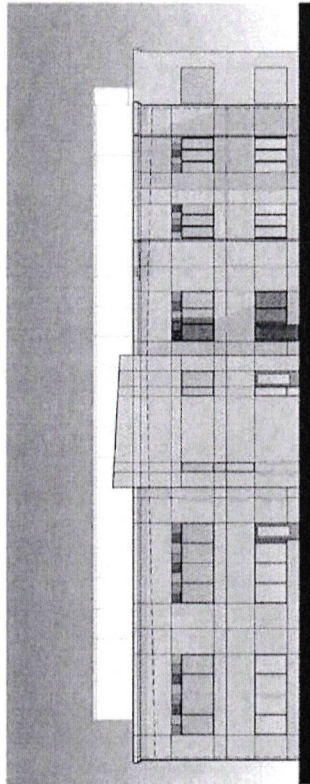
O.MENT



DATE: MAR. 1967



DATE: 10/1/2008



DATE: 10/1/19

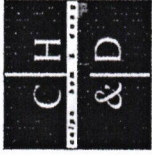
All drawings and writing included appearing here constitute the original and unaltered work of the Architect and no part may not be duplicated, used or disclosed without written consent of the Architect.



NO.	DATE	DESCRIPTION
-	09.19.07	INVOICE NEW RE - SALTATION
-	09.05.07	RECEIVE PAID CHECK BANK OF AMERICA
-	6.14.07	PAID 1ST YEAR FOR 2007
-	5.03.07	PAID 1ST YEAR FOR COUNCILOR
-	3.30.07	PAID PAID CHECK FOR MEETING IN 1/07
-	07.07.06	PAID MEETING DECISION FOR CLEAN TO RETIR
ALL	CONC/GO	
		JULY 3RD, 2008

A3.1

SCALE, 3027, 1-02



PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACERVILLE ROAD
RANCHO CORONA, CA

ARCHITECT
CH & D

DATE
6/14/07

SCALE
1/8" = 1'-0"

PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACERVILLE ROAD
RANCHO CORONA, CA

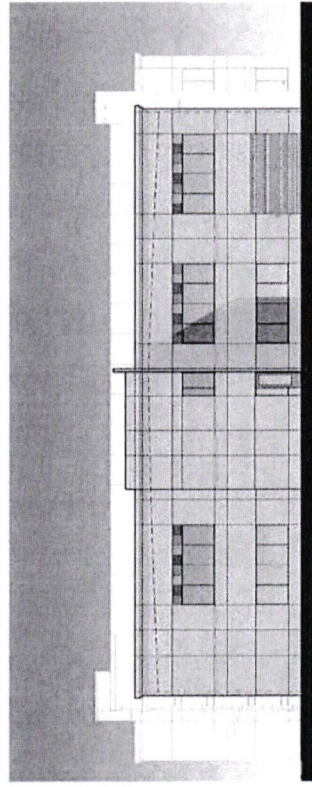
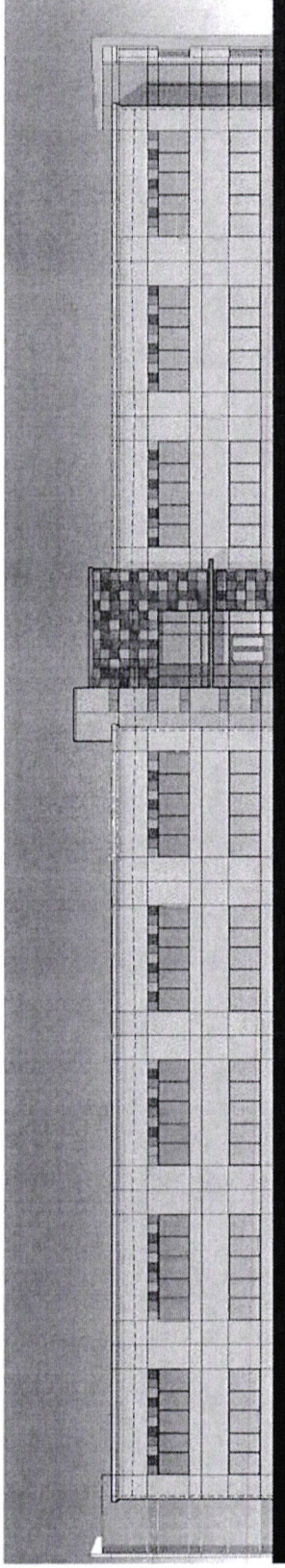
ARCHITECT
CH & D

DATE
6/14/07

SCALE
1/8" = 1'-0"

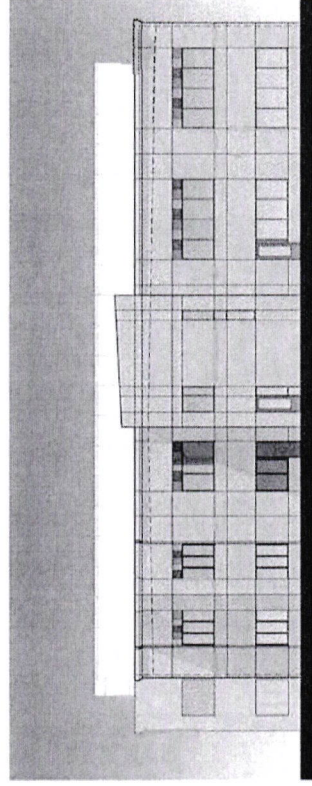
SOUTH-EAST ELEVATION (BUILDING C) - FRONT

SCALE: 3/32" = 1'-0"



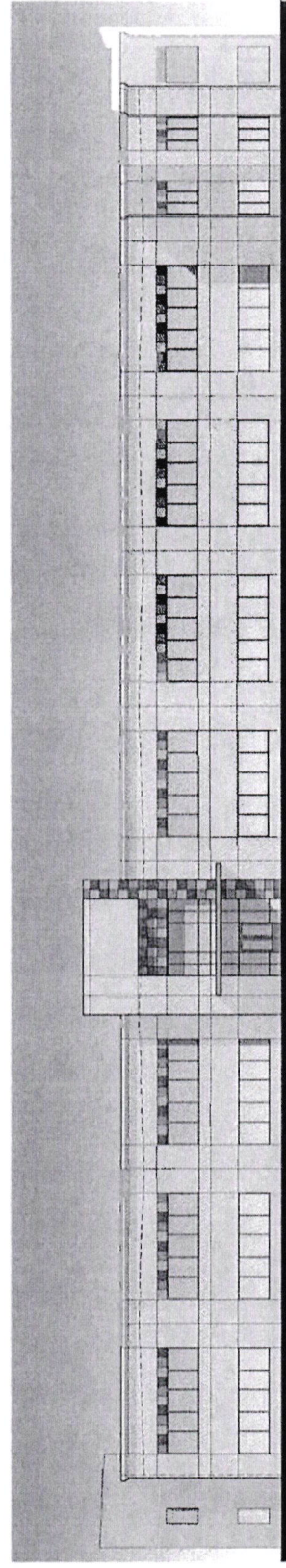
NORTH-EAST ELEVATION (BUILDING C) - PARKING LOT SIDE

SCALE: 3/32" = 1'-0"



SOUTH-WEST ELEVATION (BUILDING C) - COURTYARD SIDE

SCALE: 3/32" = 1'-0"



NORTH-WEST ELEVATION (BUILDING C) - BACK

SCALE: 3/32" = 1'-0"

PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACERVILLE ROAD
RANCHO CORONA, CA

ARCHITECT
CH & D

DATE
6/14/07

SCALE
1/8" = 1'-0"

PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACERVILLE ROAD
RANCHO CORONA, CA

ARCHITECT
CH & D

DATE
6/14/07

SCALE
1/8" = 1'-0"

EXTERIOR ELEVATIONS

The drawings are not to be used for construction of any building or structure without the approval of the architect. The drawings are not to be used for any other purpose without the written consent of the architect.



NO.	DATE	DESCRIPTION
1	6/14/07	ISSUE FOR PERMIT
2	6/14/07	ISSUE FOR PERMIT
3	6/14/07	ISSUE FOR PERMIT
4	6/14/07	ISSUE FOR PERMIT
5	6/14/07	ISSUE FOR PERMIT
6	6/14/07	ISSUE FOR PERMIT
7	6/14/07	ISSUE FOR PERMIT
8	6/14/07	ISSUE FOR PERMIT
9	6/14/07	ISSUE FOR PERMIT
10	6/14/07	ISSUE FOR PERMIT

A3.1

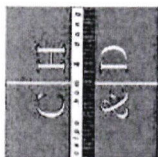
PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACERVILLE ROAD
RANCHO CORONA, CA

ARCHITECT
CH & D

DATE
6/14/07

SCALE
1/8" = 1'-0"



SITE INFORMATION

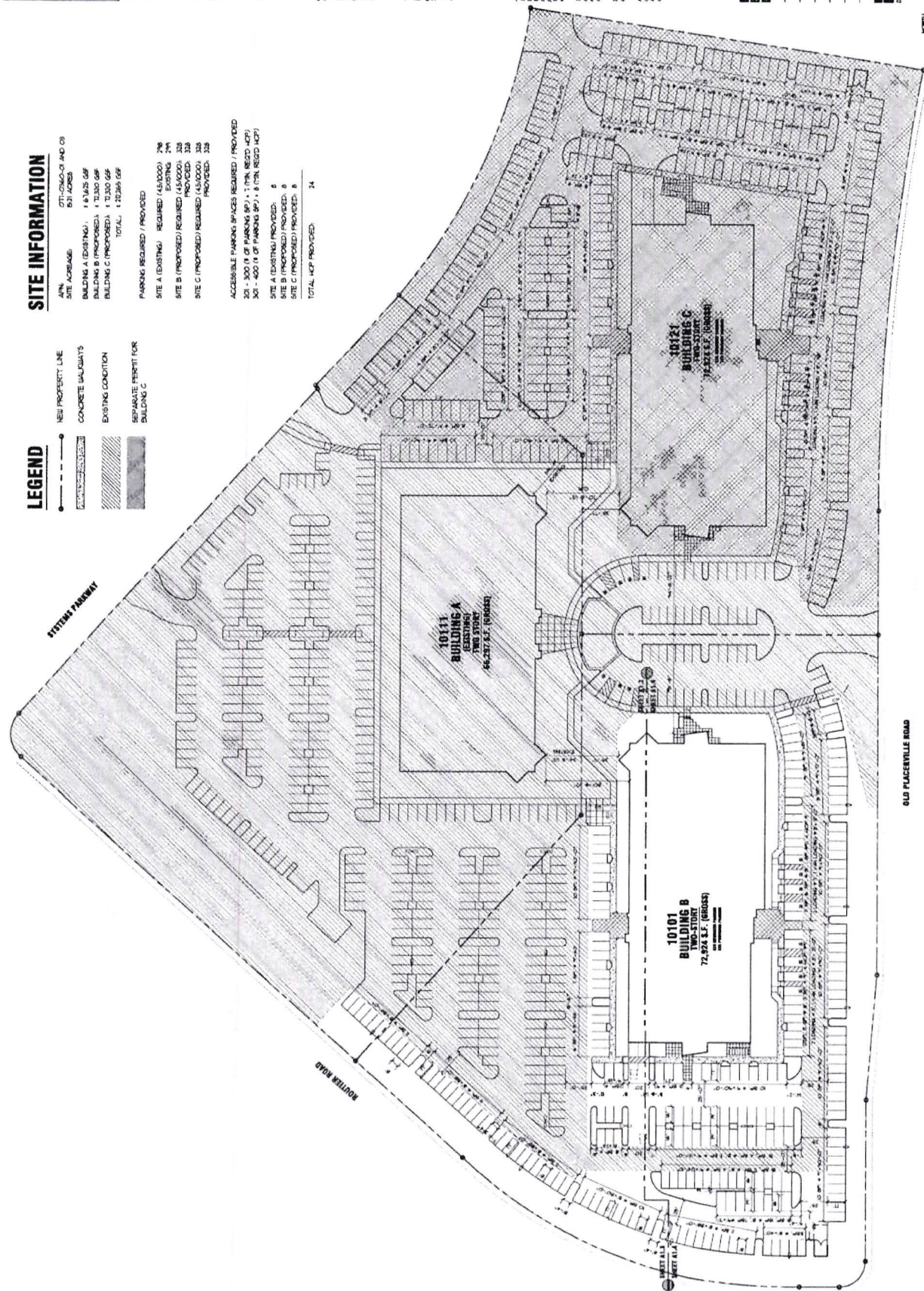
APN: 011-010-010 AND 011-010-011
SITE ADDRESS: 631 ACRES
BUILDING A (EXISTING): 1,416,000 GSF
BUILDING B (PROPOSED): 1,730,000 GSF
BUILDING C (PROPOSED): 1,730,000 GSF
TOTAL: 1,730,000 GSF

PARKING REQUIRED / PROVIDED
SITE A (EXISTING) REQUIRED (14,000) 794
SITE A (EXISTING) PROVIDED 294
SITE B (PROPOSED) REQUIRED (14,000) 328
SITE B (PROPOSED) PROVIDED 328
SITE C (PROPOSED) REQUIRED (14,000) 328
SITE C (PROPOSED) PROVIDED 328

ACCESSIBLE PARKING SPACES REQUIRED / PROVIDED
300 - 300 (4 OF PARKING SP) + 1 (1% NETO HCP)
300 - 400 (4 OF PARKING SP) + 8 (1% NETO HCP)
SITE A (EXISTING) PROVIDED: 0
SITE B (PROPOSED) PROVIDED: 0
SITE C (PROPOSED) PROVIDED: 0
TOTAL HCP PROVIDED: 0

LEGEND

- NEW PROPERTY LINE
- CONCRETE WALKWAYS
- EXISTING CONDITION
- SEPARATE PERMIT FOR BUILDING C



PROJECT
FITE CORPORATE CENTER AT MATHER BUILDING B

10101 OLD PLACENTVILLE ROAD
RANCHO CORDOVA, CA

SITE

The undersigned architect does not represent that the information contained herein is true and correct, nor does it constitute a warranty of any kind, express or implied, for the accuracy or completeness of the information. The architect's responsibility is limited to the preparation of the architectural drawings and specifications, and the architect does not assume any liability for the accuracy or completeness of the information. The architect's responsibility is limited to the preparation of the architectural drawings and specifications, and the architect does not assume any liability for the accuracy or completeness of the information.



DATE	DESCRIPTION
08/14/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED
08/24/07	REVISED

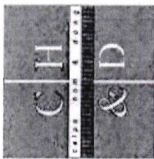
A1.1

0

SHEET

FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE 1"=100'



LEGEND

- ADAPTABLE PART OF TRAVEL
- PRE ACCESS
- NEW PROPERTY LINE
- CONCRETE WALKWAYS
- EXISTING CONDITION
- SEPARATE PERMIT FOR BUILDING B

PROJECT
10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN



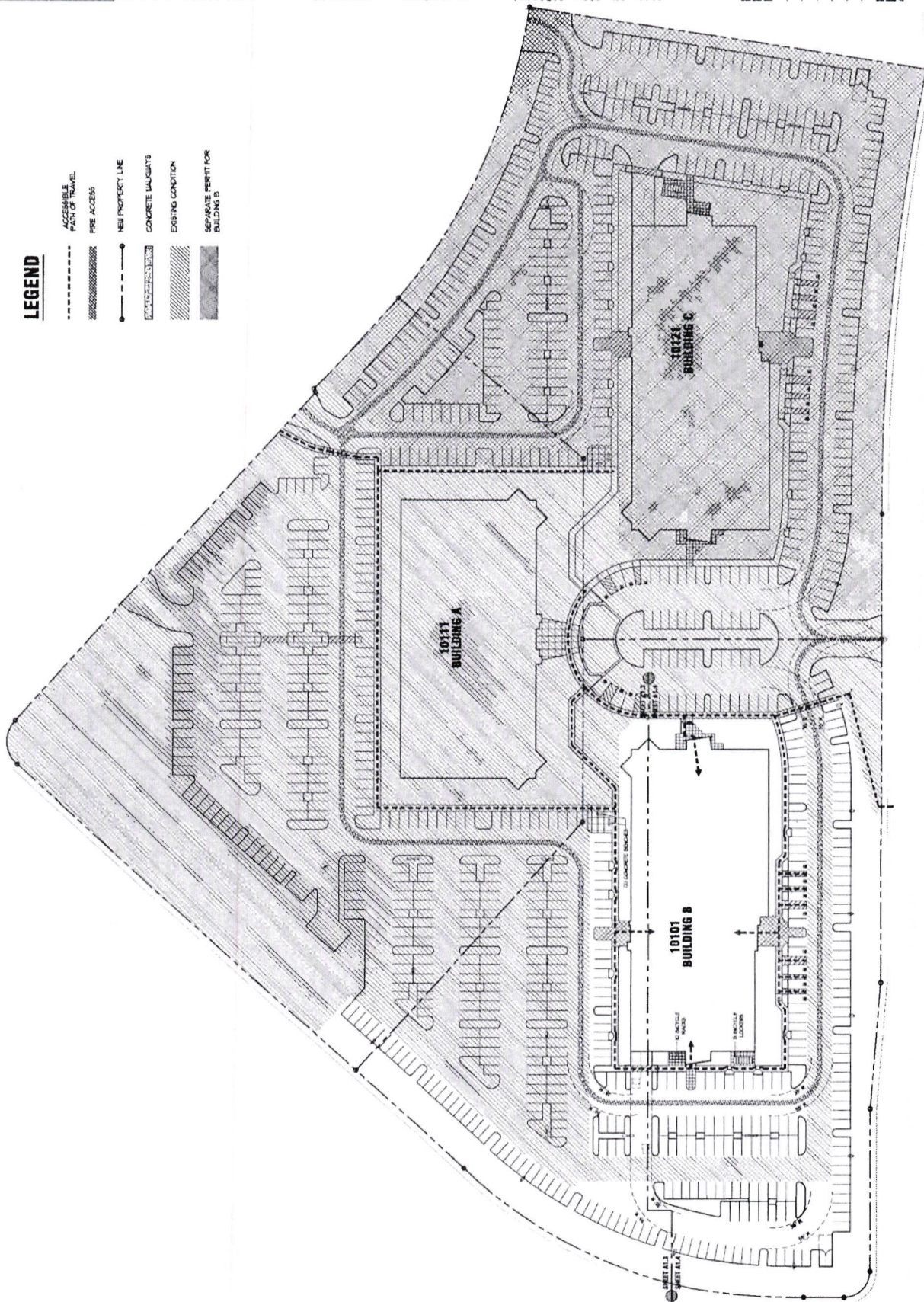
NO.	DATE	DESCRIPTION
1	08.18.07	DESIGN & DRAW
2	09.12.07	REVISIONS
3	01.14.07	REVISIONS
4	03.07.07	REVISIONS
5	03.07.07	REVISIONS
6	03.07.07	REVISIONS
7	03.07.07	REVISIONS
8	03.07.07	REVISIONS
9	03.07.07	REVISIONS
10	03.07.07	REVISIONS

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
SHEET TITLE
SITE ACCESSIBILITY &
FIRE ACCESS PATH PLAN

A1.2

FITE CORPORATE CENTER - OVERALL SITE PLAN

SCALE: 1" = 40'-0"



The logo for CH&D, consisting of the letters 'C', 'H', and 'D' in a serif font, with an ampersand between 'H' and 'D'. The letters are arranged in a grid-like pattern.

1. ALL STRIPS TO BE WHITE
2. ALL LAUNDRY CONNECTED DIRECTLY TO PUBLIC
3. ALL LAUNDRY AND SODAS/ALES ALONG ACCESSIBLE
4. ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE
5. ALL ACCESSIBLE ROUTES OF TRAVEL HAVE 17" CHANGES IN ELEVATION
6. ALL ACCESSIBLE ROUTES OF TRAVEL ARE MINIMUM 48" IN WIDTH AND HAVE A MAXIMUM 1/4" PER FOOT SLOPE
7. ALL ACCESSIBLE ROUTES OF TRAVEL WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 1/4" (IE, 130) SHALL HAVE RAMP
8. COMPLYING WITH CBC 13035.

NEW PROPERTY LINE	EXISTING PROPERTY LINE	CONC. SIDEWALK SALT FINISH, TYP.	BOWMANITE - 36" SQ. REG. STAINED SLATE FINISH INTERLOCKING SQUARE CEMENT COLOR, TYP. BOWMANITE - 36" SQ. SALT FINISH CONC. CEMENT COLOR, TYP. ACCESSIBLE PATH OF TRAVEL

**FITE CORPORATE
CENTER AT MATHER
BUILDING B**

10101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

Sheet Title

ENLARGE SITE

ENLARGE SITE

The unnamed product does not represent that these plans or the participant in connection therewith are suitable, whether or not modified by any other act than the one for which they were specifically prepared. The architect assumes responsibility for these plans and specifications if they are used in whole or in part or any other acts.

The contractor shall verify and be responsible for all dimensions and conditions on the job and that office must be notified in writing of any variation from the dimensions and conditions shown by these drawings.

The drawing is not fixed or to be used for construction until signed by the architect and owner.



NO.	DATE	DESCRIPTION
1	09.19.07	DESIGN REVIEW R-SUBMITAL
1	09.05.07	REFIN. PLAN CHECK SUBMITAL
	6.14.07	3RD CD FOR PLAN COORDINATION
	5.03.07	5TH DOWNS TO BASIN FOR CONSTRUCTION
	3.30.07	FLOOD PLAN CHANGES FOR MEETING IN JULY
	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW
	COMPLETED	
	JULY 2007	

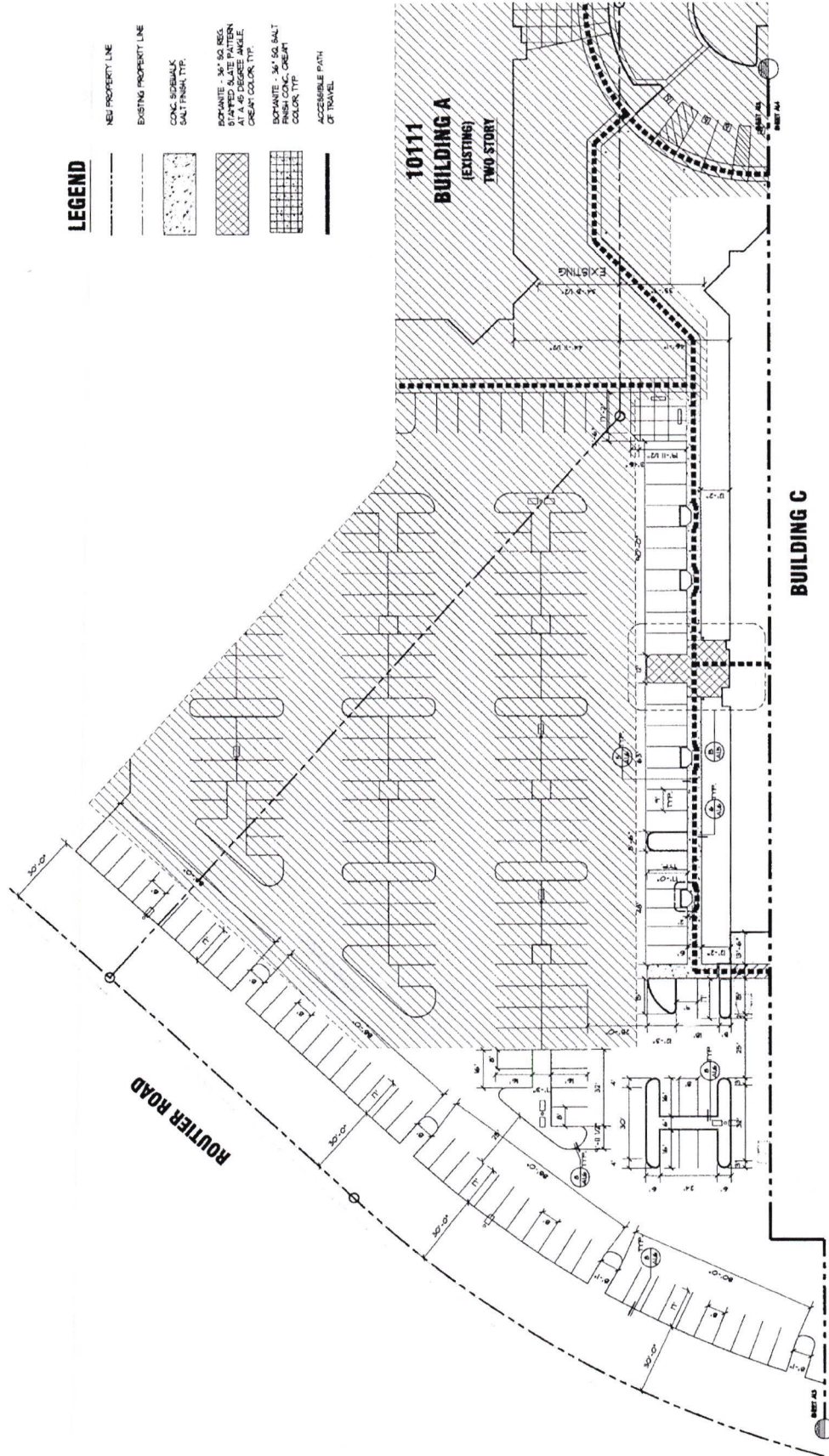
Drowning No.

A1.3

QUESTIONS

FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE: P = 100 Q =



[illegible]

...the incorporation of the...

PROJECT

FITE CORPORATE
CENTER AT MATHER
BUILDING B

LOT 21 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

SHEET

SITE FLOOR PLAN-PHOTOMETRIC
PRINTOUT

2010-2011

NO.	DATE	DESCRIPTION
	04-14-61	RECEIVED

INDUSTRIAL		
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2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425</
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DATE: JULY 24, 2006

B-E3

074

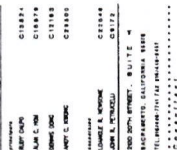
OF 9 SHEETS



SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT

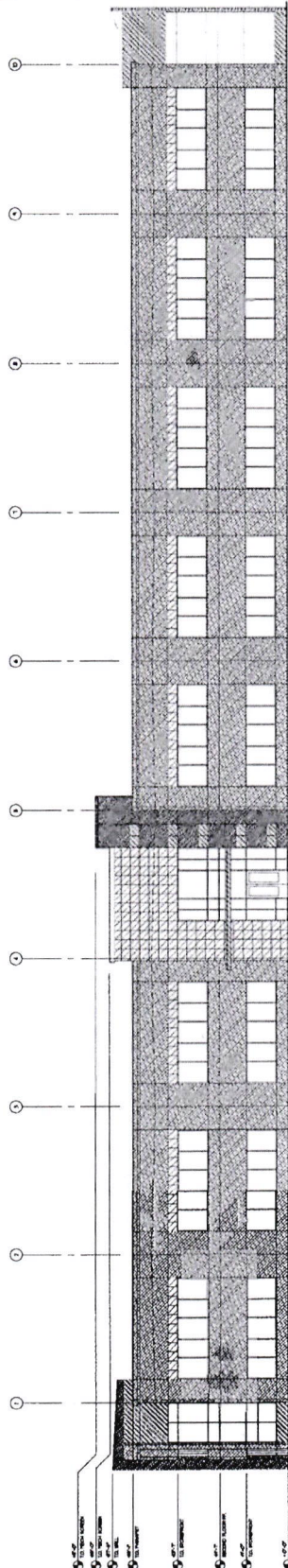
SCALE 1" = 50'-0"

[illegible]



19101 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

SCALE: 3/32" = 1'-0"



SOUTH-EAST ELEVATION - FRONT

SCALE: 3/32" = 1'-0"

The professional architect does not represent the state, nor does he represent the public. He represents the client, and he represents the client's interests. He is not a public servant, and he is not a public official. He is a professional, and he is a professional in the same sense that a doctor, a lawyer, or a judge is a professional. He is not a public servant, and he is not a public official. He is a professional, and he is a professional in the same sense that a doctor, a lawyer, or a judge is a professional. He is not a public servant, and he is not a public official. He is a professional, and he is a professional in the same sense that a doctor, a lawyer, or a judge is a professional.

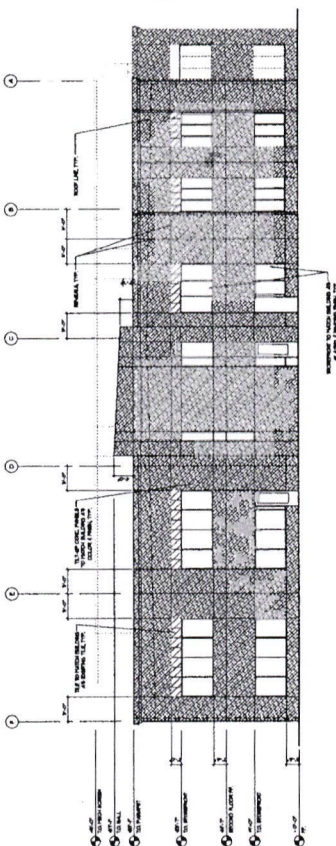
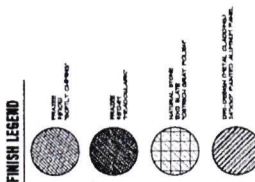


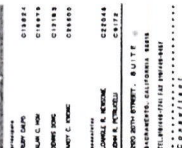
NO.	DATE	DESCRIPTION
-	09.19.07	DECK REPAIR RE - SAMUEL
-	09.05.07	WALL, FAN CHECK SAMUEL
-	8.14.07	SEE CR FOR FAN COORINATOR
-	5.04.07	SEE JMS TO BOOK FAN FOR COORINATOR
-	3.30.07	CLIMATE CONTROL CLIMATE CONTROL
-	8.07.06	WALL REPAIR TO FOR CLIMATE CONTROL
GARY LEO		
JULY 2008		

A3.2

NORTH-EAST ELEVATION - COURTYARD SIDE

SCALE: 3000' = 1" = 0'





10101 OLD PLACERVILLE ROAD
RANCHO CONDOVA, CA

EXTERIOR ELEVATION FINISHES



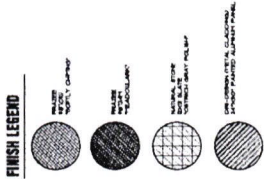
A3.3

NO.	DATE	DESCRIPTION
-	06.19.07	TRUCK RENTAL RE-STARTER
-	06.05.07	REPAIR OF CHAIR SUPPORT
-	6.14.07	SEE CD FOR EXPLANATION
-	5.03.07	TRUCK RENTAL TO DO WORK FOR CONCRETE
-	3.30.07	ALDOO PLAIN CHAIRS AND REPAIRS IN LIVING
-	8.07.06	REPAIRING DESIGN FOR CLIENT TO REVIEW

CONC. LOG

JAN 7 1998

The undersigned architect does not represent BCI in any way, and the undersigned is not authorized to make any statement on behalf of BCI. The undersigned is not authorized to make any statement on behalf of BCI, and the undersigned is not authorized to make any statement on behalf of BCI.



FINISH LEGEND

PLANT LEGEND
TREES

[illegible]

PLANTING NOTES

[illegible]

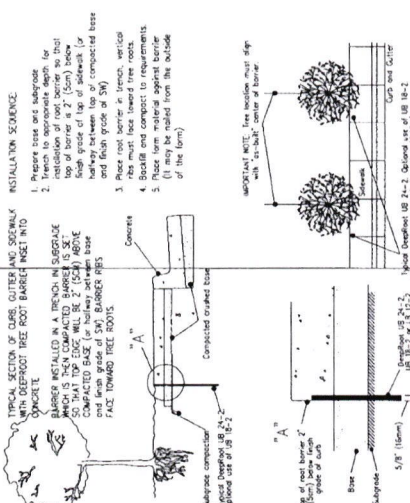
PARKING LOT SHADE CALCULATION TABLE

BOTANICAL NAME Common Name	TALL S.D.	3/4	100% S.D.	14	TOTAL S.D.
QUERCUS LIBANI	16.92 ± 13.362	73 @ 481 = 35,113	50.855		73.112
QUERCUS MISLIZENI	76 @ 902 ± 10,111	5 @ 481 = 0			
EXISTING TREES TO REMAIN	4 @ 902 = 3,772	45 @ 481 = 21,645			27.417
TOTAL TREE SHADE AT 15 YEARS:					
TOTAL TREE SHADE	14,288 S.F.				14,288 S.F.
TOTAL TREE SHADE	14,288 S.F.				14,288 S.F.
PERCENT SHADE	41% @ 5 YRS.				41% @ 5 YRS.

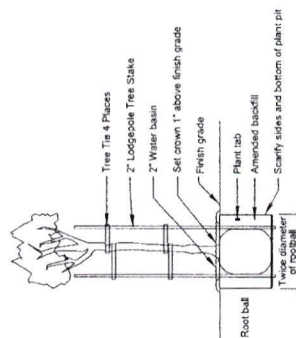
PLANTING LEGEND

be understood, prohibited does not represent the total ban on the specification of construction materials or systems, but is intended to ensure that the specification is not related to any particular manufacturer or supplier of a product or system. The architect's obligation is to specify the performance and specifications of the system, and to ensure that the system is not related to any particular manufacturer or supplier of a product or system.

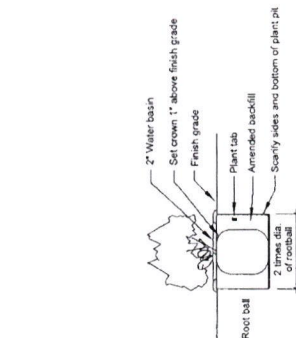
A ROOT BARRIER



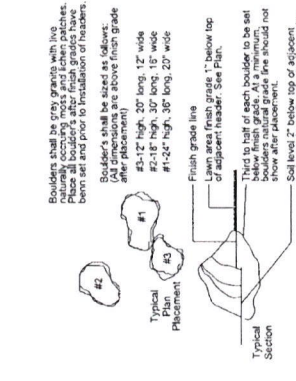
B TREE PLANTING



(c)



SHRUB PLANTING



D GRANITE BOULDER

L1.0

SECTION: NO SCALE

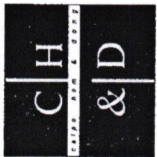
SECTION: NO SCALE

SECTION: NO SCALE

Abstract

1000

513246 20



PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING B
10101 OLD PLACERVILLE
RANCHO CORDOVA, CA
SHEET 1 OF 1

DATE
08/05/07
BY
A.B.

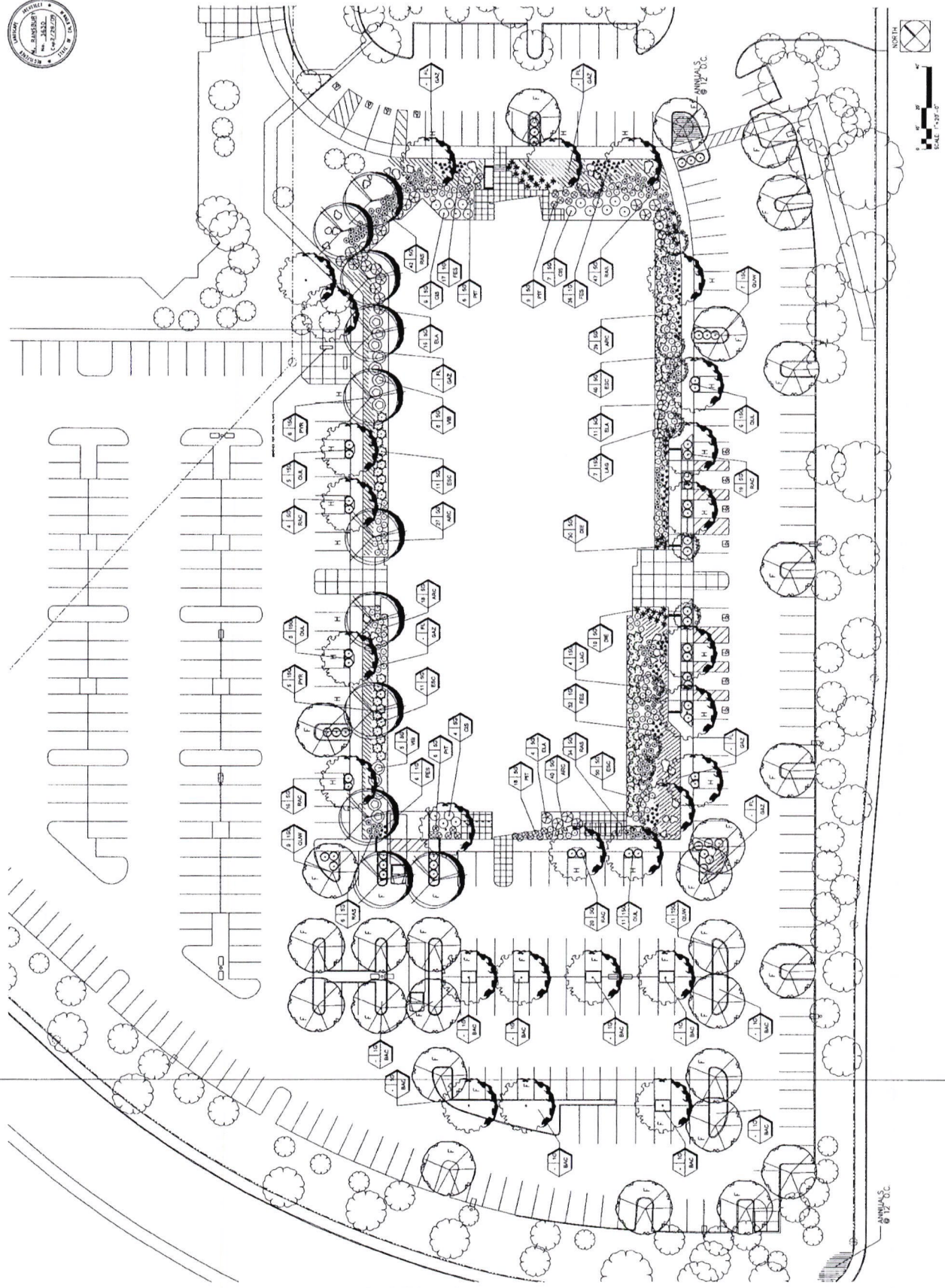
PLANTING PLAN

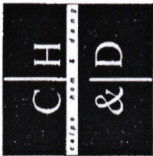
ALL PLANTING AND SITEWORK SHALL BE IN ACCORDANCE WITH THE CITY OF RANCHO CORDOVA SPECIFICATIONS. THE PLANTING PLAN IS A PRELIMINARY DESIGN AND SHALL BE SUBJECT TO APPROVAL BY THE CITY OF RANCHO CORDOVA. THE PLANTING PLAN IS A PRELIMINARY DESIGN AND SHALL BE SUBJECT TO APPROVAL BY THE CITY OF RANCHO CORDOVA.

NO.	DATE	DESCRIPTION
1	08/05/07	ISSUED FOR PERMIT
2	08/05/07	ISSUED FOR PERMIT
3	08/05/07	ISSUED FOR PERMIT
4	08/05/07	ISSUED FOR PERMIT
5	08/05/07	ISSUED FOR PERMIT
6	08/05/07	ISSUED FOR PERMIT
7	08/05/07	ISSUED FOR PERMIT
8	08/05/07	ISSUED FOR PERMIT
9	08/05/07	ISSUED FOR PERMIT
10	08/05/07	ISSUED FOR PERMIT

L1.1

0



IRRIGATION NOTES:[illegible]

- [illegible]

Project
FITE CORPORATE
CENTER AT MATHER
BUILDING B

10101 OLD PLACERVILLE
RANCHO CORDOVA, CA
Sheet Title

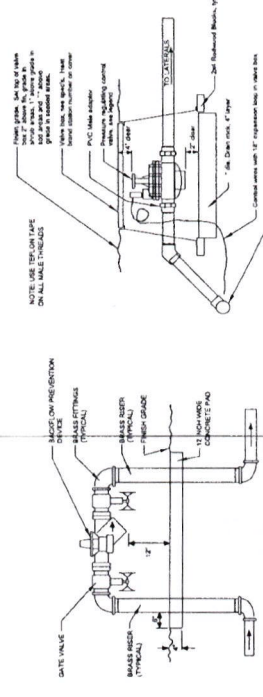
IRRIGATION LEGEND

The unassigned architect does not represent that these points or the specifications is a complete, correct, or reliable, whether or not modified by any other plan than the one to which they were specifically prepared. The architect assumes responsibility for these points and specifications if they are used in

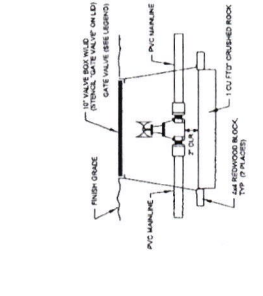
The contractor shall verify and be responsible for all dimensions and conditions at the job and they shall not be included in writing of any contract from the contractor and nothing shall be done without the contractor's approval.

The drawing is not legal as it is used for construction and should be the architect's drawing.

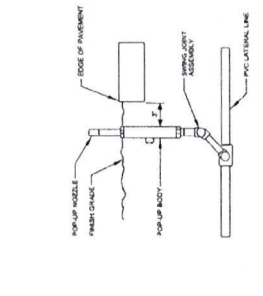
All drawings and written material appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or reproduced without written consent of the Architect.



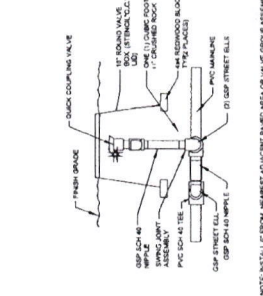
A BACKFLOW PREVENTION DEVICE



GATE VALVE



D POP-UP IRRIGATION HEAD

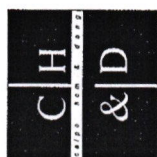


E QUICK COUPLING VALVE

NOTE: INSTALL 6" FROM NEAREST ADJACENT PAVED AREA OR VALVE GROUP ASSEMBLY

L2.0

513305 0



CHRYSLER	C 1 8 8 2 *
FORD COUNTRY	C 1 6 9 7 9
JEEP CHEROKEE	C 1 2 1 6 3
PONTIAC BONNEVILLE	C 2 4 3 5 6

SAMPLE R. MONITOR	C 2 3 0 A B
JAN E. PERCILLI	C 9 Y Z

project
FFITE CORPORATE
CENTER AT MATHER
BUILDING B

0101 OLD PLACERVILLE
JUANCHO CORDOVA, CA
next file

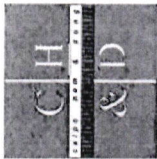
IRRIGATION PLAN

[illegible][illegible]

Order No.

L2.1





PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
Overall Site Plan

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
Overall Site Plan



DATE	DESCRIPTION
08.18.07	REVISION
09.05.07	REVISION
01.10.07	REVISION
03.07.07	REVISION
03.07.07	REVISION
03.07.07	REVISION
03.07.07	REVISION
03.07.07	REVISION
03.07.07	REVISION
03.07.07	REVISION

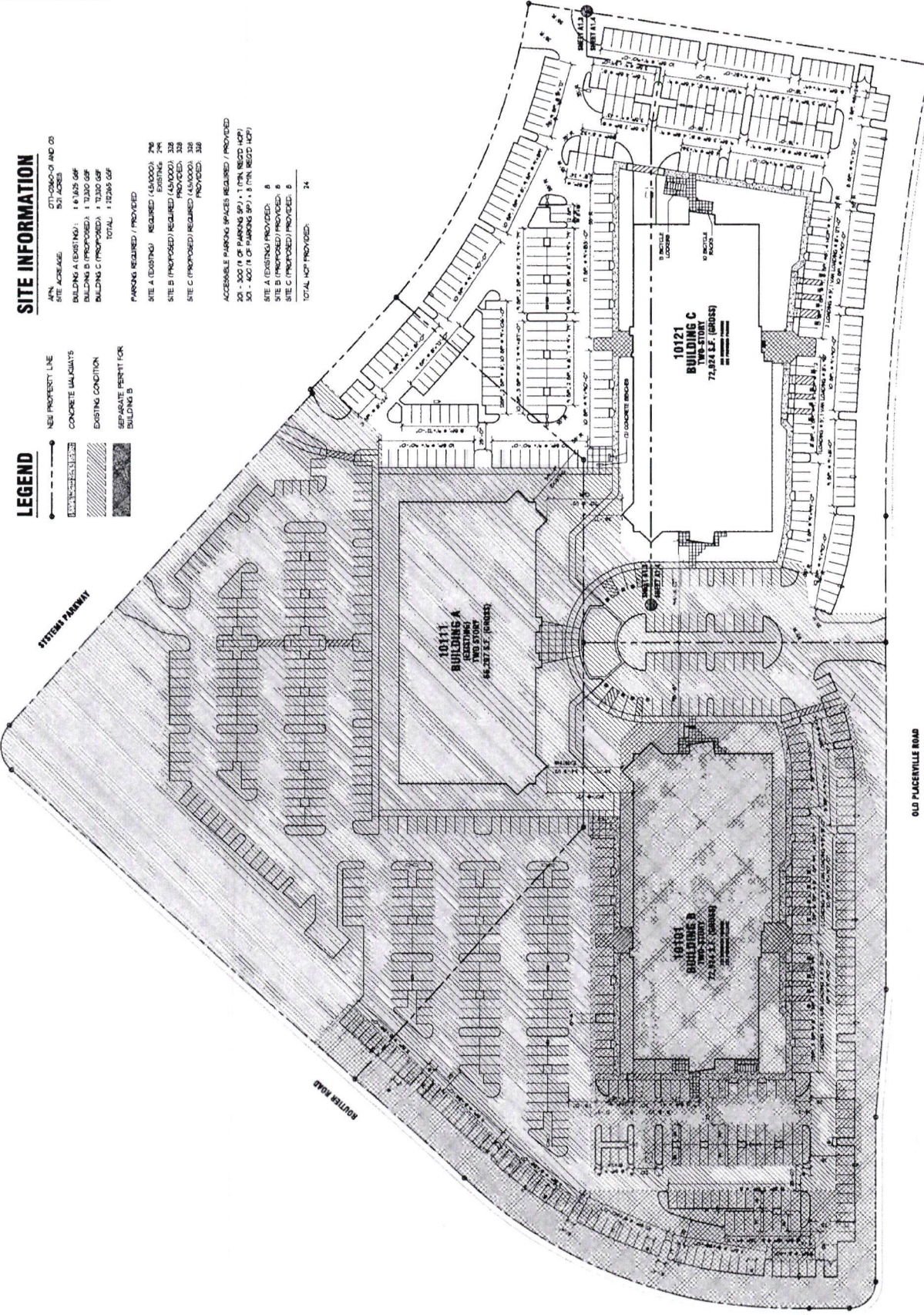
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DESCRIPTION: REVISION
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DATE: 03.07.07
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DATE: 03.07.07
DESCRIPTION: REVISION
DATE: 03.07.07
DESCRIPTION: REVISION
DATE: 03.07.07
DESCRIPTION: REVISION
DATE: 03.07.07
DESCRIPTION: REVISION

SITE INFORMATION

APN	071-080-09 AND 05
SITE ADDRESS	501 ACRES
BUILDING A (EXISTING)	1,616 SQ. GAF
BUILDING B (PROPOSED)	1,730 SQ. GAF
BUILDING C (PROPOSED)	1,730 SQ. GAF
TOTAL	1,730 SQ. GAF
PARKING REQUIRED / PROVIDED	
SITE A (EXISTING) REQUIRED (4,000)	796
SITE B (PROPOSED) REQUIRED (4,000)	328
SITE C (PROPOSED) REQUIRED (4,000)	328
TOTAL HOP PROVIDED	24

LEGEND

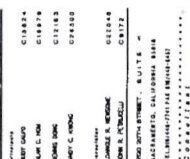
- NEW PROPERTY LINE
- CONCRETE WALKWAYS
- EXISTING CONDITION
- SEPARATE PERMIT FOR BUILDING B



10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
Overall Site Plan

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
Overall Site Plan

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA
Overall Site Plan



ACCESSIBLE PATH OF TRAVEL	FIRE ACCESS	NEI PROPERTY LINE	CONCRETE SLABWAYS	EXISTING CONDITION	SEPARATE PERMIT FOR BUILDING B

**FFITE CORPORATE
CENTER AT MATHER
BUILDING C**

16121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

SITE ACCESSIBILITY & FIRE ACCESS PATH PLAN

the integrated architect does not represent that new joint or the speculation in connection with the building, whether or not modified for any other site than the one for which they were specifically prepared. The architect assumes responsibility for these plans and specifications if they are used in whole or in part on any other site.

The contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing of any variation from the measuring and conditions shown by these drawings.

the drawing is not filed or to be used for construction will signed by the architect and owner.



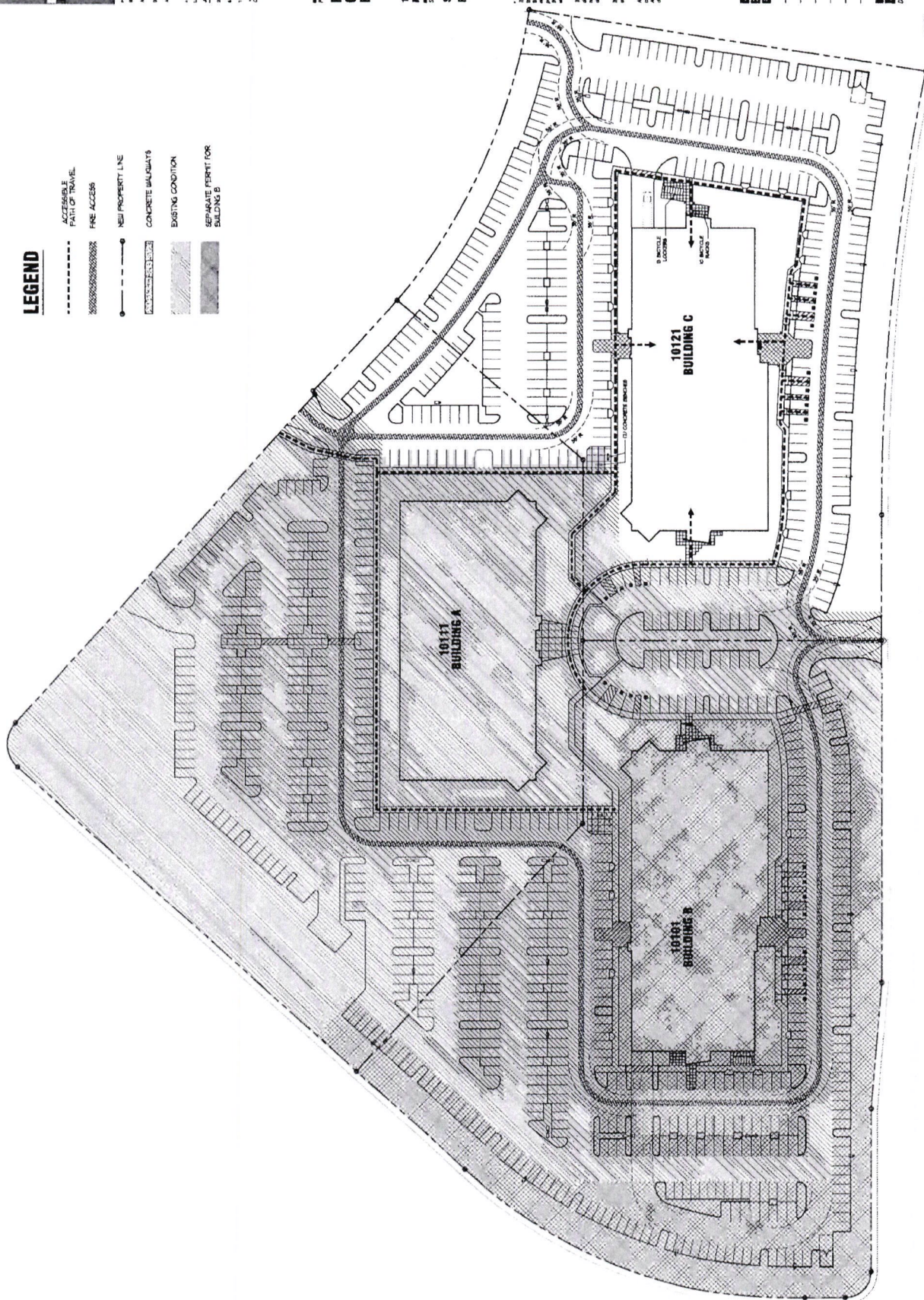
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-	06.19.07	DOOR REVER RE-SUMMIT
-	06.06.07	MEAL PLAN CHECK SUMMIT
-	6.14.07	SITE CO FOR T&M COORDINATION
-	5.03.07	SENT T&MS TO DESIGN TEAM FOR CONSIDERATION
-	3.30.07	FLOOD PLAN CHANGES FOR MEETING ON 3/29/07
-	8.07.06	PRELIMINARY DESIGN FOR CLIENT TO REVIEW

CON-5100
JULY 3RD, 2006

beginning Nov.

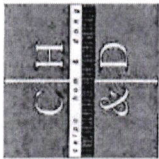
A1.2

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FITE CORPORATE CENTER - OVERALL SITE PLAN

DATE: P. 40/02



GENERAL NOTE

1. ALL STOPPING TO BE WHITE
2. ALL SIDEWAYS CONNECTED DIRECTLY TO PUBLIC SIDEWAYS ARE CONTINUOUSLY ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE CHANGES IN ELEVATION
3. ALL ACCESSIBLE ROUTES OF TRAVEL HAVE 12" MINIMUM CLEARANCE
4. ALL ACCESSIBLE ROUTES OF TRAVEL ARE THIRTY-FOUR INCHES WIDE AND HAVE A THIRTY-FOUR INCH FOOT SIDE SLOPE
5. ALL ACCESSIBLE ROUTES OF TRAVEL WHERE EXISTING SIDEWALKS ARE IN CONFLICT WITH NEW SIDEWALKS SHALL HAVE NEW SIDEWALKS COMPLYING WITH CONC. TUBES.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK
SALT FINISH TYP.
- BOYANITE - 3/4" SQ. REG.
STAMPED PLATE ALTERN.
FINISH COLORED ANNUIT.
CREAM COLOR TYP.
- BOYANITE - 3/4" SQ. SALT
FINISH CONC. CREAM
COLOR TYP.
- ACCESSIBLE PATH
OF TRAVEL

FITE CORPORATE CENTER AT MATHER BUILDING C

10121 OLD PLACERVILLE ROAD
RANCHO CORDOVA, CA

ENLARGED SITE PLAN

The undersigned architect does not represent that the information shown on this plan is true and correct. It is the responsibility of the client to verify the accuracy of the information shown on this plan. The architect assumes no responsibility for the accuracy of the information shown on this plan.

The undersigned architect does not represent that the information shown on this plan is true and correct. It is the responsibility of the client to verify the accuracy of the information shown on this plan. The architect assumes no responsibility for the accuracy of the information shown on this plan.

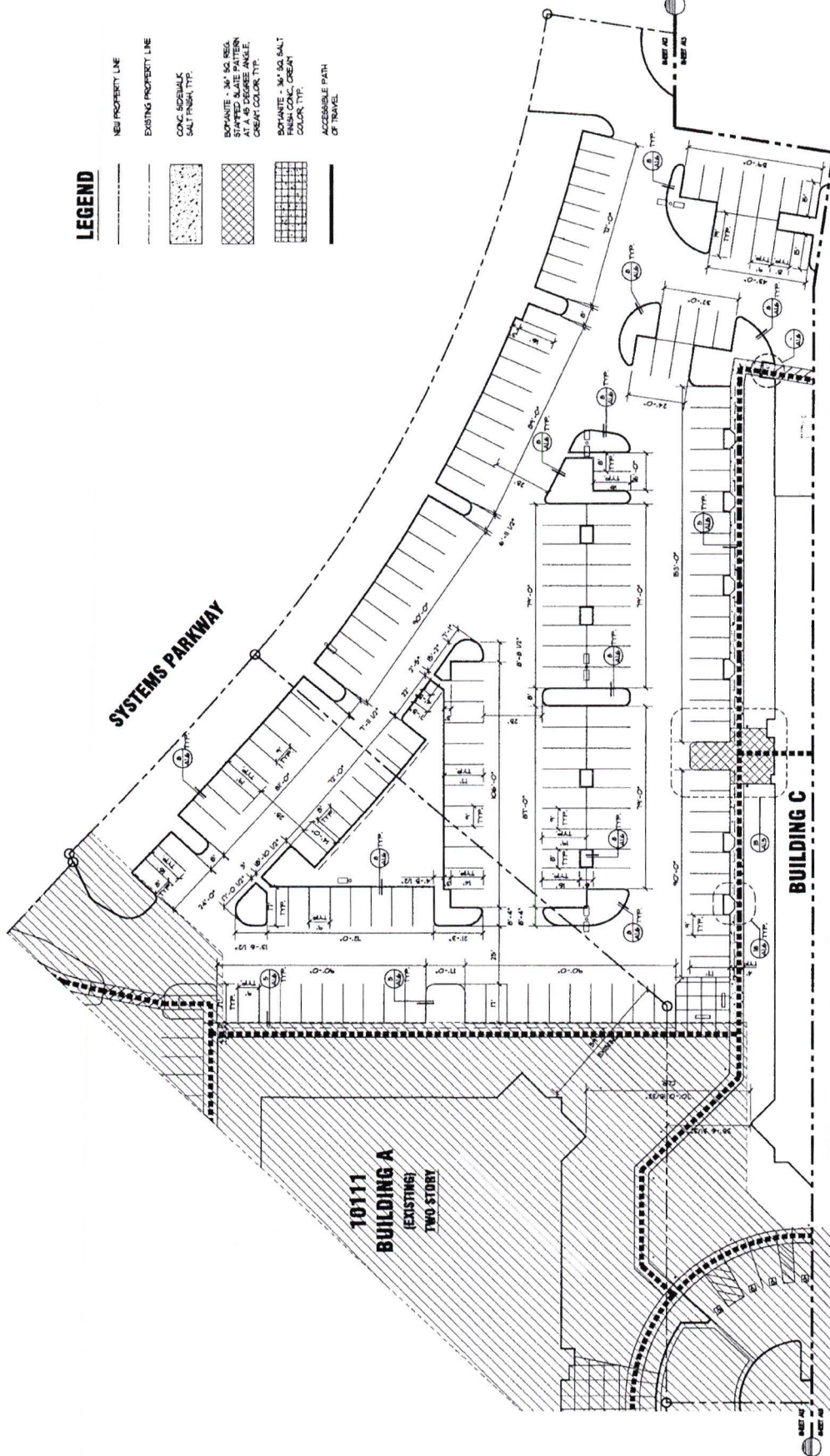


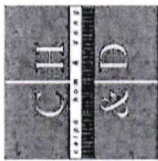
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09.11.07	REVISED
09.11.07	REVISED
09.11.07	REVISED
09.11.07	REVISED
09.11.07	REVISED

A1.3

FITE CORPORATE CENTER - ENLARGE SITE PLAN

SCALE: 1" = 30'-0"





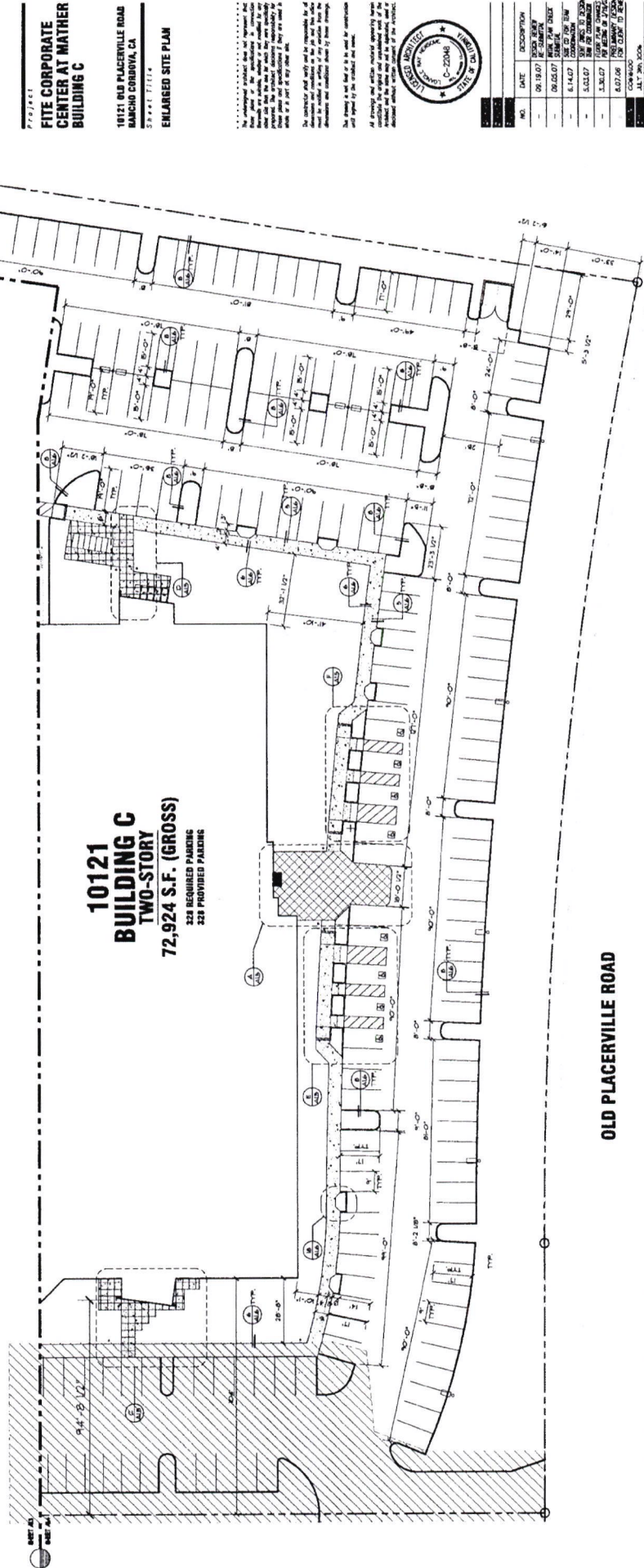
PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C
10121 OLD PLACERVILLE ROAD
MANHATTAN, CALIFORNIA 94546
SHEET TITLE
ENLARGED SITE PLAN

GENERAL NOTE

1. ALL STRIPS TO BE WHITE.
2. ALL STRIPS TO BE 1/2" WIDE.
3. ALL STRIPS TO BE 1/2" HIGH.
4. ALL STRIPS TO BE 1/2" THICK.
5. ALL STRIPS TO BE 1/2" LONG.
6. ALL STRIPS TO BE 1/2" SPACED.
7. ALL STRIPS TO BE 1/2" SPACED.
8. ALL STRIPS TO BE 1/2" SPACED.
9. ALL STRIPS TO BE 1/2" SPACED.
10. ALL STRIPS TO BE 1/2" SPACED.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- CONC. SIDEWALK
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY
- PAV. DRIVEWAY



10121 OLD PLACERVILLE ROAD
BUILDING C
TWO-STORY
72,924 S.F. (GROSS)
328 REQUIRED PARKING
328 PROVIDED PARKING

OLD PLACERVILLE ROAD

FITE CORPORATE CENTER - ENLARGE SITE PLAN

A1.4

SCALE: 1" = 10'-0"



BARNHART & CELLO
ELECTRIC, INC.
10000 W. 10TH AVE.
DENVER, CO 80202
303.755.1234
www.barnhartandcello.com



DAVID L. BARNHART
Professional Engineer
No. 10000
State of Colorado
Electrical Engineering
10000 W. 10TH AVE.
DENVER, CO 80202
303.755.1234

PROJECT
SITE FLOOR PLAN-PHOTOMETRIC
PRINTOUT

**RITE CORPORATE
CENTER AT MATHER
BUILDING C**

**1901 OLD PLACERVILLE ROAD
PACIFIC COASTAL, CA**

SHEET

**SITE FLOOR PLAN-PHOTOMETRIC
PRINTOUT**

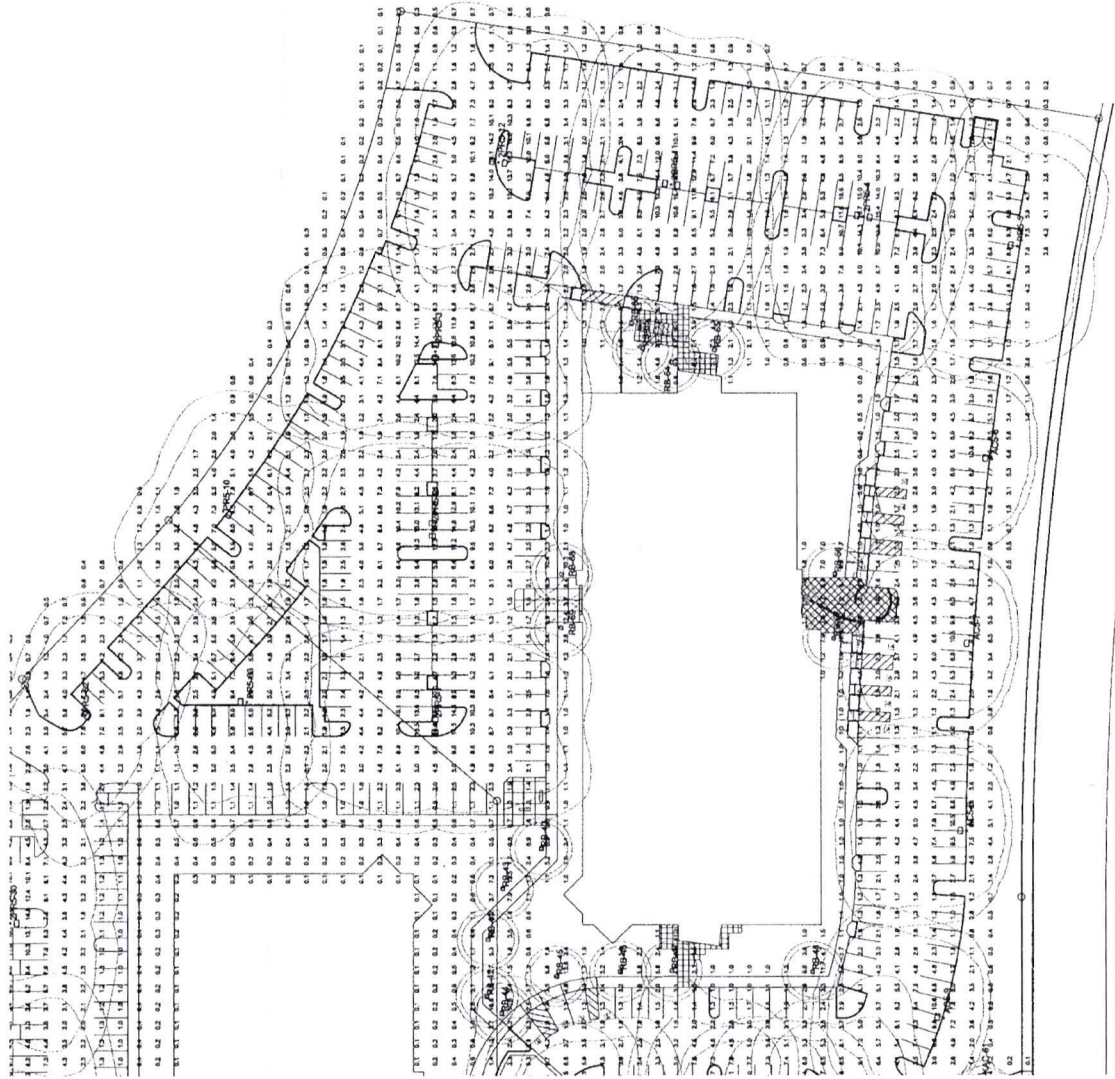
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8	08-14-09	ISSUED FOR PERMIT
9	08-14-09	ISSUED FOR PERMIT
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DATE
08-14-09
BY
D.L. BARNHART

PROJECT
SITE FLOOR PLAN-PHOTOMETRIC
PRINTOUT

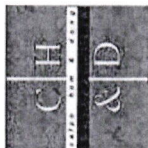
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**SITE FLOOR PLAN-PHOTOMETRIC
PRINTOUT**



SITE FLOOR PLAN-PHOTOMETRIC PRINTOUT
SCALE: 1" = 50'-0"

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PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

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C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

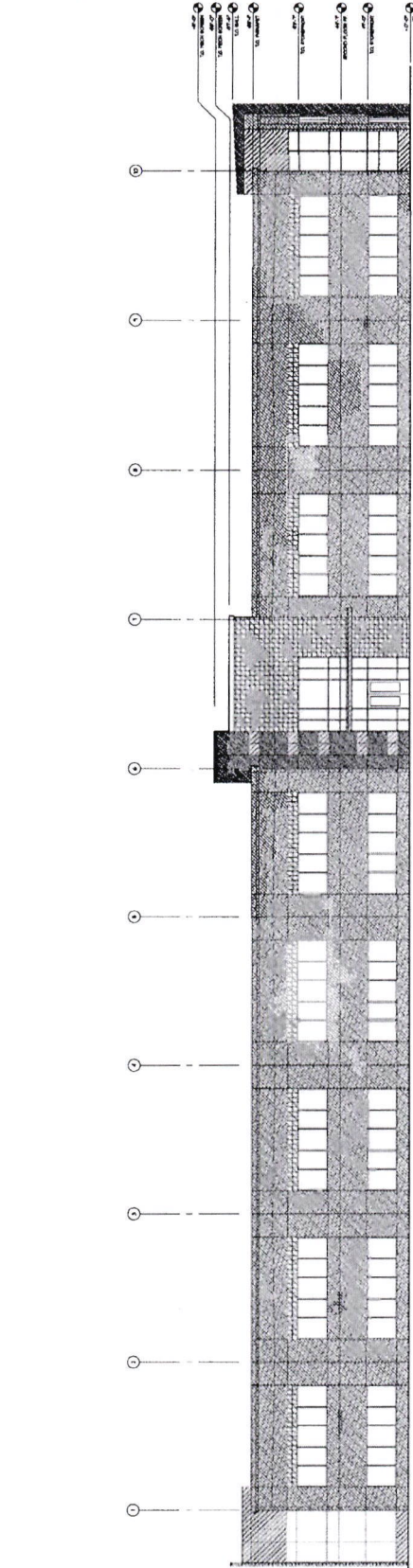
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MARCH 10, 2004
C-220-04

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MARCH 10, 2004
C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

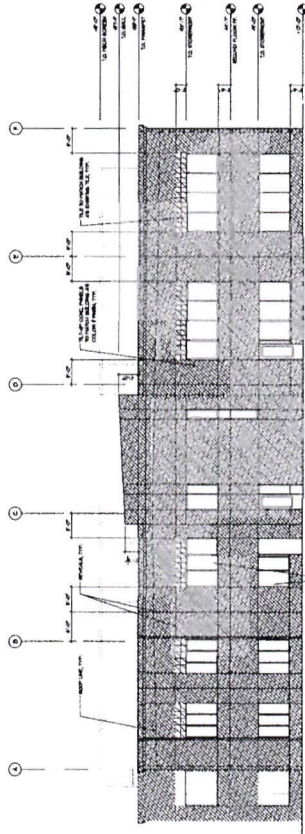
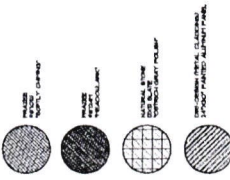
18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04



SOUTH-EAST ELEVATION (BUILDING C) - FRONT
SCALE: 1/8" = 1'-0"

FINISH LEGEND



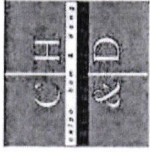
SOUTH-WEST ELEVATION (BUILDING C) - COURTYARD SIDE
SCALE: 1/8" = 1'-0"



NO.	DATE	DESCRIPTION
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3	03.10.04	REVISED
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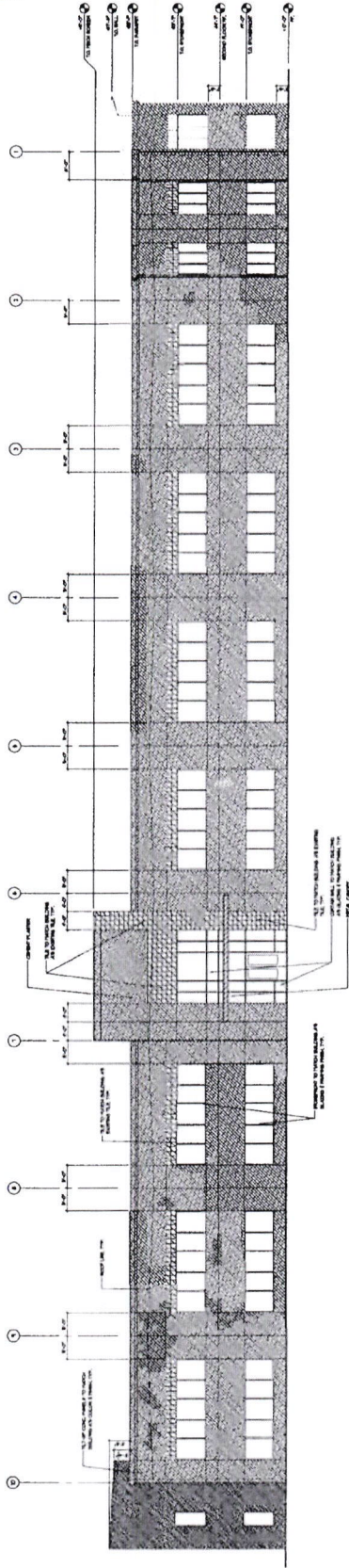
A3.2

18121 OLD PLACENTIA ROAD
MARCH 10, 2004
C-220-04



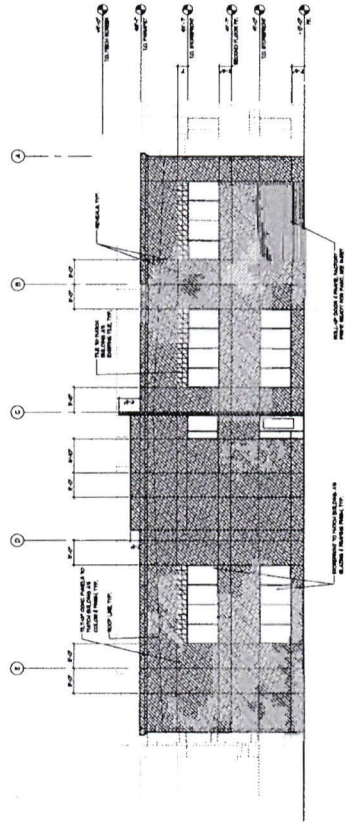
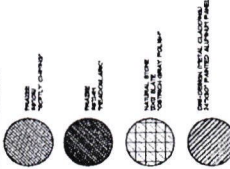
PROJECT
FITE CORPORATE
CENTER AT MATHER
BUILDING C

18151 OLD PLACENTIA ROAD
MARCUS CALIFORNIA, CA
SHEET TITLE
EXTERIOR ELEVATION
FINISHES



NORTH-WEST ELEVATION (BUILDING C) - BACK
SCALE: 1/8" = 1'-0"

FINISH LEGEND



NORTH-EAST ELEVATION (BUILDING C) - PARKING LOT SIDE
SCALE: 1/8" = 1'-0"

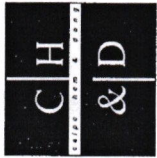
A3.3

37

38



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Project
FITE CORPORATE
CENTER AT MATHER
BUILDING C

10121 OLD PLACERVILLE
BUNGLO CORDOVA, CA

PLANTING PLAN

The undersigned architect does not represent that these plans or the specifications a connection thereto or suitable, whether or not needed by any other site than the one for which they were specifically prepared, the architect assumes responsibility for these plans and specifications if they are used in whole or in part at any other site.

The contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing of any variation from the dimensions and conditions shown by these drawings.

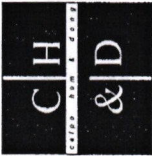
All drawings and written material appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or disclosed without written consent of the Architect.

Architect	Date	Description	Initial Plan Check
George B.	09-25-07	SUBMITAL	DATE OF PLAN CHECK
Revision:	6-14-07	FOR THE CITY OF LOS ANGELES	DATE OF PLAN CHECK
	5-03-07	FOR THE CITY OF LOS ANGELES	DATE OF PLAN CHECK
	3-30-07	FOR THE CITY OF LOS ANGELES	DATE OF PLAN CHECK
	8-07-06	FOR THE CITY OF LOS ANGELES	DATE OF PLAN CHECK
JOB NO.	CONSISTENT	DATE OF PLAN CHECK	DATE OF PLAN CHECK
REVISED	DATE OF PLAN CHECK	DATE OF PLAN CHECK	DATE OF PLAN CHECK

Ordering No.

L1.1

Subj: _____



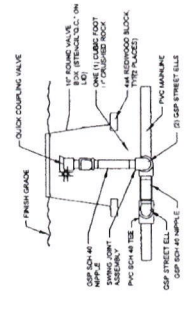
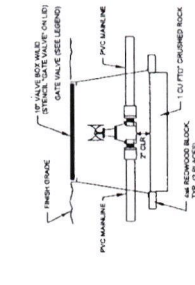
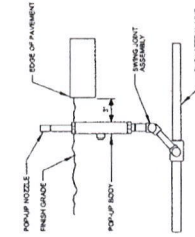
IRRIGATION NOTES:

[illegible]

10121 OLD PLACERVILLE
RANCHO CORDOVA, CA

The undersigned architect does not represent that these plans or the specifications in connection therewith are complete, whether or not modified by any other plans for the use for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part for any other use.

This drawing is not used or to be used for construction will signed by the architect and owner.



POP-UP IRRIGATION HEAD

NOTE: INSTALL 6" FROM NEAREST ADJACENT PAIRED AREA OR VALVE GROUP ASSEMBLY

— U.S. LATERAL LINE
- - - U.S. LATERAL LINE

110 (2000)

— Curve of interest

L2.0

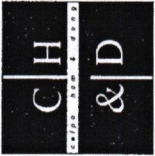
F QUICK COUPLING VALVE

POP-UP IRRIGATION HEAD

 GATE VALVE

Pressure Manifold

BACKFLOW PREVENTION DEVICE



RUSS SAPO	C 1 3 2 4
ALAN C HOU	C 1 2 7 8
OWENS DMC	C 1 2 6 3
MARY C. KNOX	C 2 3 0 0

JOHN B. WENIGER	C 2 2 0 4 8
LOANER, R. PETERZELLI	C 8 1 7 2
2120 30TH STREET, S W T E #1	
TACOMA, WASH 98106	
TELEPHONE CALL (206) 816-0843	
FAX (206) 816-0843	
C	0 0 0 0 0 0 0 0

Project
FITE CORPORATE
CENTER AT MATHER
BUILDING C

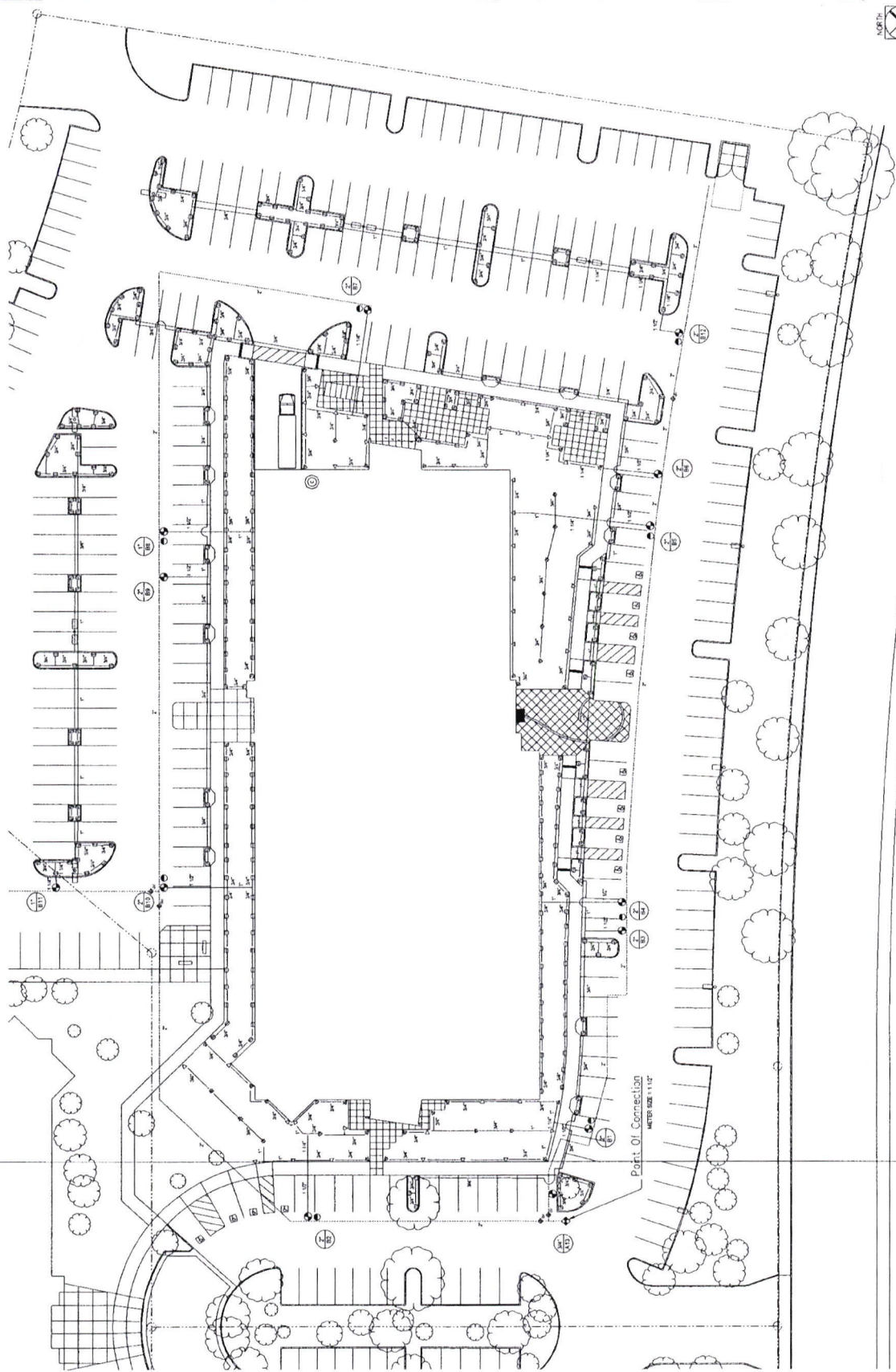
10121 OLD PLACERVILLE
RANCH CORDOVA, CA

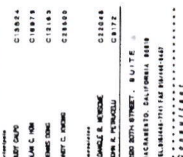
IRRIGATION PLAN

[illegible]

Architect	Owner	Revisions	NO.	DATE	DESCRIPTION
				09.05.07	INITIAL PLANS CHECK SUBMITTAL
				6.14.07	SEE CD FOR TEAM COORDINATION
				5.03.07	SENT RFI'S TO ARCHITECT FOR CLARIFICATION
				3.30.07	PROVIDED COMMENTS AND METING ON 3/30/07
				8.07.06	PROVISIONAL DESIGN FOR CLIENT TO REVIEW
DATE	BY	CHKD BY			
			AUG. 19TH, 2006		

L2.1



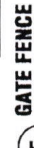


**CENTER AT MATHER
BUILDING B & C**

**TRASH ENCLOSURE PLAN
AND DETAILS**

INC.	DATE	DESCRIPTION
-	08/19/07	ORDER BLANK BY SAMARA
-	09/05/07	ORDER BLANK CHECK BY SAMARA
-	6/14/07	ORDER BLANK FOR 20' 20' 20' 20'
-	5/03/07	ORDER BLANK FOR 20' 20' 20' 20'
-	3/30/07	ORDER BLANK CHECK BY SAMARA 1/19/07
-	8/07/06	ORDER BLANK CHECK FOR 20' 20' 20' 20'

A1.7 94375



Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review plans and elevations (Exhibit A) for two new 72,924 square foot office buildings with associated site amenities at 10101 & 10121 Old Placerville Road, APNs: 077-0360-033 and 077-0360-035, project number RC-07-306.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall be responsible for all damage to City streets associated with construction of the project. Applicant shall repair any damage attributable to the project upon notification from the City.	On-Going	Public Works	
	Prior to Issuance of Grading/Improvement Permits or Construction			
4.	Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed project. The roadway maintenance and reciprocal access agreements shall be recorded with the Public Records Office having jurisdiction and shall provide for the following: A. Provisions for the necessary repair and maintenance of the roadway surface B. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") and/or width of twenty feet (20') C. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping D. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems E. Unrestricted use of and access to the roadways covered by the agreements. F. Provisions for the control of vehicle parking in prohibited areas and a	Prior to improvement plan or building permits, whichever comes first	Metro Fire District	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	mechanism for the removal of vehicles illegally parked.			
5.	A copy of the road maintenance agreement shall be provided to the Fire District with the site improvement or Civil Engineering drawings upon submittal for review. If the roadway agreement is not provided with the site improvement or civil engineering drawings, it shall be presented to the Fire District prior to the issuance of any construction permit cards.	Prior to improvement plan approval	Metro Fire District	
6.	Applicant shall photo-document the condition of adjacent streets and sidewalks to the satisfaction of the Public Works Department.	Prior to improvement plan approval	Public Works	
7.	If applicant modifies any access points, then the number, size, and location of driveways are subject to approval by the Public Works Department.	Prior to improvement plan approval	Public Works	
8.	Provide sewer easements for CSD-1 in a form approved by the District Engineer. All CSD-1 sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The sewer line shall be located in a dedicated sewer easement or in the public right-of-way.	Prior to improvement plan approval	CSD-1	
9.	All curbs immediately adjacent to internal walkways shall be vertical in design.	Prior to improvement plan approval	Police Department / Planning	
10.	There shall be no net loss of storage for any fill placed within the 100-year floodplain without in-kind excavation.	Prior to improvement plan approval	County Water Resources	
	Prior to Issuance of Building Permits			
11.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Planning	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
12.	The applicant shall submit a revised landscape plan for review and approval by the Planning Director. The landscape plan shall cover the entire portions of the site and parking lot to be added for each respective building. The plan shall include the following changes: • Show annuals and other landscape that will be incorporated to soften and add color at that corner of Old Placerville Road and Router Road. • Include calculations demonstrating conformance with City Water Use and Conservation provisions. • Specify pathways at least 6' wide, drawn to the correct scale.	Prior to Building Permit	Planning	
13.	Transportation Impact Fees shall be updated, or other provisions for collection of fair share contributions shall be established, to incorporate any offsite mitigation measures within the City of Rancho Cordova that are identified for the project that are not part of the current Transportation Impact Fee program and Transportation Impact Fees shall be paid.	Prior to Building Permit	Public Works	
14.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Building Permit or entering into an MOU, to the satisfaction of the City, for the provision of funding; whichever comes first	Public Works	
15.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In	Prior to Building Permit or entering into an MOU, to the satisfaction of the City, for the provision of funding;	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. The process to complete the requirements to satisfy this condition may take three to four months. Contact Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	whichever comes first		
16.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of the Public Works Department. Sidewalk panels shall be replaced to the nearest joint. • Replacement of damaged pavement along property frontage to the satisfaction of the Public Works Department. • Public improvement plans shall clearly delineate all transitions to existing improvements. • Enter into a frontage agreement for construction of public improvements shown on the approved plans and to the satisfaction of the Public Works Department.	Prior to Building Permit	Public Works	
	Prior to Occupancy Permit			
17.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director. The trash enclosure shall be painted to match colors used for the building.	Prior to Occupancy	Planning	
18.	All landscaping shall be planted according to the approved landscape plans. A certificate of compliance shall be submitted by a landscape architect, certifying that installation of water conservation features conforms to City water conserving landscape requirements.	Prior to Occupancy	Planning	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
19.	Bicycle racks shall be installed to the satisfaction of the Planning Director. The following guidelines shall be used: • Racks must be securely anchored. • A footprint 6 feet long by 2.5 feet wide must be provided. • There should be a minimum of 5.5 feet clear for pedestrian right-of-way outside the footprint. • Install bicycle racks at least 2.5 feet from walls and other obstructions and 4 feet from curb ramps and disabled parking.	Prior to Occupancy	Planning	
20.	Install improvements to the satisfaction of the Public Works Department.	Prior to Occupancy	Public Works	
21.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and portable document format, shall be submitted and approved by the Public Works Department.	Prior to Occupancy	Public Works	
22.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than twelve (12) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Prior to Occupancy	Metro Fire District	
23.	Provide drainage easements and install 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 Occupancy	County Water Resources	

Conditions of Approval

General Information and Compliance Items:

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

Advisory Comments – Rancho Cordova Planning Department

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

Advisory Comments – Rancho Cordova Building Department

1. Access to the public way will be required.
2. Plans submitted after 1/1/2008 will need to comply with 2007 California Codes.

Advisory Comments - Metro Fire District

1. 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.
2. The installation of security gates is regulated by the Sacramento County Fire Code, emergency access gates and barrier requirements. All proposed vehicle and pedestrian access gate installations shall be in full compliance with this regulation. Gates and fencing shall not be installed without plan review and approval by the Fire District.
3. Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways.
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Provide access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. Traffic calming measures, speed bumps, humps, etc., shall not be installed in fire apparatus access roadways.
6. All structures proposed for this project shall be equipped with an approved automatic fire sprinkler system. The automatic fire sprinkler system shall be designed to NFPA 13 standards.

Conditions of Approval

Advisory Comments – Rancho Cordova Police Department

1. Parking/Circulation:

- a. All entrances to the parking area shall be posted with appropriate signs per 22658(a) CVC, to assist in removing vehicles at the property owner's/manager's request.
- b. Handicapped parking spaces shall be clearly marked and properly posted and be conveniently located near the buildings they are intended to serve.

2. Building Security:

- a. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike.
- b. Glass doors shall be secured with a deadbolt lock with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened.
- c. Employee/pedestrian and utility room doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1-3/4 inches and shall be secured by a deadbolt lock with minimum throw of one (1) inch.
- d. Outside hinges on all exterior doors shall be provided with nonremovable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door.
- e. Doors with glass panels and doors with glass panels adjacent to the door frame shall be secured with burglary-resistant glazing or the equivalent, if double-cylinder deadbolt locks are not installed.
- f. Doors with panic bars will have vertical rod panic hardware with top and bottom latch bolts. No secondary locks should be installed on panic-equipped doors, and no exterior surface-mounted hardware should be used. A 2" wide and 6" long astragal shall be installed on the door exterior to protect the latch. No surface-mounted exterior hardware need be used on panic-equipped doors.
- g. Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of three hundred (300) lbs. applied in any direction.
- h. All hatchway openings on the roof of any building shall be secured as follows:
 - (1) If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.
 - (2) The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshall must approve the use of crossbar or padlock.
 - (3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

Conditions of Approval

- i. All air duct or air vent openings exceeding 8" x 12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:
 - (1) Iron bars of at least 1/2" round or one by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.
 - or:
 - (2) A steel grill of at least 1/8" material or two inch mesh and securely fastened.
 - j. If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.
3. Landscaping:
- a. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along the building perimeter.
 - b. All landscaping plans shall include maintenance of all landscape materials that may come in contact with lighting or address elements. Tree canopies shall be above light poles (at maturity) and any shrubbery shall not obstruct pedestrian-scale accent lighting.
4. Lighting:
- a. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with metal halide lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of one foot-candle minimum, maintained at ground level, is required. A combination of wall and pole mounted fixtures may be used.
 - b. All exterior doors shall be provided with an independent light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.
 - c. Exterior door, perimeter, soffit lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting. (The building photocells should be located near any roof hatch openings for ease of maintenance.)
5. Building Numbering:
- a. Each building shall have its particular address prominently displayed on the side facing the street, and its front and rear doors. (Rear door numbers only need to be three inches in height.) If front door numbers are placed on glass, the numerals shall be white in color.

Conditions of Approval

Advisory Comments – County Sanitation District 1 (CSD-1)

1. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to issuance of Building Permits. Contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

Advisory Comments – County of Sacramento Department of Water Resources

1. Minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance. STD#193
2. Non-enclosed parking areas shall be constructed no lower than one-foot below the base flood elevation. If the parking area is constructed lower than this requirement, then appropriate signage shall be required to warn of the possible flood hazard.
3. Incorporate stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with "Start at the Source", latest edition as published by BASMAA. Such implementation may be able to reduce the stormwater quality treatment requirement.
4. Because the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate permanent stormwater quality treatment measures in conformance with applicable City and County ordinances and standards, and state and federal law. (Contact Dalia Fadl at (916) 874-1321 for stormwater treatment options).

Project Name: Fite Corporate Center Phase II
 Date of Review: 9/25/07

The Proposed Project		Description/Comments			
n		-	=	+	
RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS SITE DESIGN > CIRCULATION (4:4)					
OBJECTIVE: Develop an on-site circulation system that ties office development into the community transportation network and promotes all forms of transportation, including vehicles, bicycles, pedestrians, and transit.					
DESIGN GUIDELINES					
1. Where possible, place the primary entrance of office buildings at the building setback with an entry from the public sidewalk.	☒	☐	☐	☐	- Buildings are set back about 105' from back of sidewalk. Building setback for MP is 25'. Approximately 21' is designated for the widening Old Placerville, so the setback desired to meet this standard is about 50'. - The building pads have already been graded, so it is not economically feasible to move them forward at this point.
					- Buildings have wide entry areas with canopies for weather protection; - Sidewalks/walkways are at least 6' wide - Benches are provided, although not conveniently located near building entries or passenger loading zones. - Given the topography of the site, fairly direct connections are provided from the public sidewalk to building entrances (grade from Routier is too steep to provide access) - Bollard lights are used to illuminate walkways, but would bwe better if they were located
2. Provide pedestrian amenities (i.e. places for people to sit, wide sidewalks at building entries, weather protection along buildings and along walkways, etc.) that increase safety and comfort (total of six provisions listed for implementation).	☐	☐	☒	☐	

Fite Corporate Center Phase II
9/25/07

RANCHO CORDOVA DESIGN GUIDELINES		The Proposed Project				
C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS		n	-	=	+	Description/Comments
						closer to where the walkways meet the sidewalk • No free-standing shelters are provided for weather protection • Access from the bus stop at Routier and Systems Parkway is not direct
3. Bicycle parking/storage shall be located in visible areas, proximate to entries, and integrated into project design.		☐	☐	☐	☒	• Visible, well-lit locations for bicycle parking are located near building entrances. • Bike parking areas are paved with Bomanite and shaded like other pedestrian areas on the site
SITE DESIGN > PUBLIC SPACES AND PEDESTRIAN AMENITIES (4:8)						
OBJECTIVE: Provide usable public spaces and gathering spaces oriented towards employees and visitors to the site.						
DESIGN GUIDELINES						
1. Link office buildings together with plazas, greens, or gardens for employees to gather. Design public spaces for site identity and sense of place.		☐	☒	☐	☐	• Buildings are linked via landscaped pathways, but no gathering place is provided
2. Landscape outdoor areas with visually stimulating soft- and hardscape that helps to identify the site.		☐	☐	☒	☐	Arrangement of plantings together with rock and water features provide site identity
3. Define and enhance street corners and edges through building placement, public spaces, and relationship to street.		☒	☐	☐	☐	• Building placement and public spaces do not address corners or the street • Enhanced landscaping at the corner of Old Placerville and Routier improved the relationship of the site to the street ?? [see landscape plan]
SITE DESIGN > BUILDING PLACEMENT AND ORIENTATION (4:10)						
OBJECTIVE: Design and construct buildings to create safe, pleasant, and active environments.						

Fite Corporate Center Phase II
9/25/07

RANCHO CORDOVA DESIGN GUIDELINES		The Proposed Project				
C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS		n	-	=	+	Description/Comments
DESIGN GUIDELINES						
1. Place buildings to accommodate the pedestrian user, relate to street, and connect to adjoining properties (orientation and design features of entrance, design of spaces between buildings).		☐	☒	☐	☐	- There is nice landscaping between building and street, but the area is dominated by parking - Bollard lights are used along interior pathways, but are not used to indicate pedestrian entries at the street - Uplighting and stairwell lighting will add interest to the facades
SITE DESIGN > PARKING (4:12)						
OBJECTIVE: Create functional parking areas that minimize physical barriers for pedestrians.						
DESIGN GUIDELINES						
1. Parking lots shall be designed to facilitate safe and efficient pedestrian movement between parking and buildings. Parking should not be the predominant aesthetic facing public street intersections (four provisions listed for implementation).		☐	☐	☒	☐	- Parking areas are broken up, which meets provision #1 - Would be better if more parking was located towards Systems Parkway or the adjacent industrial building but the site has already been graded - Parking aisles other than the entrance oval do not include streetscape features - The topography of the site is a barrier - two pedestrian entries are provided but do not connect directly to building entries, and no pathways connect to the parking lots
ARCHITECTURE > STYLE AND DESIGN DETAILS (4:16)						
OBJECTIVE: Use an architectural style or theme that establishes a clear, interesting project identity for office parks with multiple buildings as well as individual office structures. The architectural style shall be evident on all elevations of all buildings.						

Fite Corporate Center Phase II
9/25/07

RANCHO CORDOVA DESIGN GUIDELINES C. CHECKLIST FOR OFFICE AND OFFICE MIXED USE PROJECTS		The Proposed Project			
		n	-	=	+
DESIGN GUIDELINES					
1. Design all sides of the building with consistent architectural and façade elements (specific roofline and façade improvement techniques listed).	☐	☐	☒	☐	• The roofline silhouette is broken up through the use of large cornices at main entries and changes in parapet heights at the end of each building wing • Curtain walls of windows, structural articulation and building off-set add distinction to the façades.
					• Main building entries are accented with architectural definition using cornices, awnings with down-lighting, recessed entries, and tile accents, which provide relief to the otherwise repetitive facades • All entry doors are mostly glass (transparent) • Secondary entry doors have sidelight windows but no other detailing • Up-lighting will add interest to the façade at night.
2. Design entries to be clearly visible from the street and provide visual interest (design provisions listed for primary/secondary entrances and enhancements).	☐	☐	☐	☒	
CHECKLIST EVALUATION					
Total (10 Guidelines)	2	2	4	2	2 items are not applicable; 2 items are not met (or are partially met); 4 items are mostly met, and 2 items are exceeded



9857 HORN ROAD • SACRAMENTO, CALIFORNIA 95827 • (916) 366-8696 • FAX: (916) 361-9043

ATTACHMENT 3

RECEIVED

October 10, 2007

OCT 19 2007

Ms. Katja Irvin, Assistant Planner
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RANCHO CORDOVA
PLANNING

RE: Fite Corporate Center Buildings B & C-RC-07-306-Design Review

Dear Ms. Irvin:

We are truly appreciative of your efforts for the timely processing of our Design Review Application. We wish to express this appreciation publicly.

We have reviewed the projects Conditions of Approval and ask if you could distribute this correspondence regarding the applicant's comments to the Conditions of Approval to the Planning Commission for their review prior to our October 11th hearing. Our comments are limited and are focused to transportation elements.

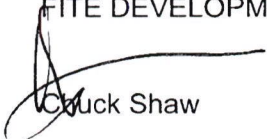
Fite Development Company has a long history of participation for the road and infrastructure improvements at the intersection of Old Placerville & Routier Roads. The long term improvements have included road realignment, widening, signalization, and related infrastructure improvements. Additionally, to facilitate the widening of Old Placerville Road, the Project was burdened with an approximate 75 foot taking as the County of Sacramento could not require a federal facility such as Mather Air Force Base to dedicate land for this purpose.

As the Staff Report notes, Public Works has expressed a desire to widen Old Placerville Road and take an additional 21 feet from the applicant's property sometime in the future. While this is not a Condition of Approval, the applicant has expressed its concern to Public Works by referencing the grade variation between the north and south sides of Old Placerville Road. Any taking to the north will require a retaining wall to be built and will present a public safety issue due to the grade variation. Land to the south is level, is safer to widen, and has not yet participated in dedicating land for road widening.

Should the Planning Commission approve the project; the applicant would appreciate the opportunity to continue to work with Public Works, prior to the City Council hearing, to discuss any possible transportation fee credits the project may be eligible for due to road improvements Fite Development Company has already participated in. Our request, if approved, is for the Planning Commission to acknowledge this request in their report to City Council.

We appreciate your consideration.

Respectfully Submitted,
FITE DEVELOPMENT COMPANY

Chuck Shaw

ATTACHMENT 4

Katja Irvin

From: Eric Mifkovic [ericm@hmrarchitects.com]
Sent: Monday, October 15, 2007 2:13 PM
To: Katja Irvin
Cc: Bill West; Jim Dobson
Subject: Fite Development 10101 & 10201 Systems Parkway

Dear Katja, Thanks for talking to me regarding the generator requirements for the Systems Parkway Flood Basin. I have notified the Sacramento City Unified School District of the Fite Development and they are in communication with their attorneys. I am requesting that this written communication be attached to the Fite Conditions of approval. That Fite be required to negotiate a cost sharing plan with the District, in the purchase of the emergency generator and transfer switching mechanisms to be located in the drainage basin at the north west corner of Fites property. This generator will act as a benefit to all developments in this drainage area.

Sincerely,
Eric Mifkovic, AIA

Eric Mifkovic A.I.A.
President
HMR Architects Inc.
"Architecture Beyond Expectations"
(916) 736-2724

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10/15/2007

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
October 11, 20071. **CALL MEETING TO ORDER**

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, October 11, 2007 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:01 p.m.

Staff Present: Senior Planner, Jeffrey S. Beiswenger; Assistant Planner, Katja Irvin; Planning Commission Clerk, Charlene Fortunka

Roll Call:

Commissioners Present: Burke, Cummings, Konarski, Moe, Vance
Commissioners Absent: Savorn, Smith

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Approval of Agenda** – The Planning Commission reviewed the agenda of the October 11, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the agenda of the October 11, 2007 Planning Commission Meeting. Motion was approved unanimously.

C. **Minutes** – The Planning Commission reviewed the minutes of the September 27, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the minutes of the September 27, 2007 meeting. Motion was approved unanimously.

2. **PUBLIC COMMENT** – There were no public comments heard at this meeting on non-agenda items.

3. **PUBLIC HEARING**A. **Consideration of the Tentative Parcel Map for 11320 Dismantle Court - RC-07-311**

Request: The applicant is requesting a Tentative Parcel Map to create three (3) lots from a 13-acre parcel at 11320 Dismantle Court in the South Sunrise Special Planning Area.

Project Applicant: Gary Cope / Frank Cemo, 1107 Investment Blvd., #150, El Dorado Hills, CA 95762.

Project Location: APN: 072-0570-029; 11320 Dismantle Court.

Assistant Planner Katja Irvin recommended the Planning Commission continue the item to the November 8 regular meeting. Chair Konarski opened the public hearing.

The Commissioners had the following concerns and comments:

- Konarski-Can you provide us with some background on this project and why it is being continued? Irvin-The applicant originally proposed four parcels for a parcel map, one of which was landlocked, generating a high quantity of conditions for different kinds of easements and access ways. The applicant decided to redo the map with just three parcels, requiring additional staff review.

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Vance, to continue the item to the November 8 regular meeting.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance

NOES: NONE

ABSTAIN: NONE

ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Design Review for Fite Corporate Center, Buildings B & C- RC-07-306

Request: Applicant is requesting Design Review approval for two new two-story spec office buildings on a site surrounded on three sides by Old Placerville Rd., Routier Rd., and Systems Parkway. Each building will have a gross floor area of 72,924 square feet and be located on its own parcel approximately five acres in size. The project includes parking lot, landscape, and pedestrian access improvements.

Project Applicant: Fite Development, Charles Fite, 9857 Horn Road, Sacramento, CA 95827

Project Location: APN: 077-0360-033 & 077-0360-035; 10101 & 10201 Old Placerville Road.

Assistant Planner Katja Irvin recommended the Planning Commission forward a recommendation to the City Council to find the project is exempt from CEQA Guidelines Section 15061(b)(3) and adopt a resolution approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package, and Conditions of Approval. Chair Konarski opened the public hearing and took testimony from Alan Hom, CH&D Architects, Kim Altamero, CH&D Architects and Chuck Fite, Fite Development.

The Commissioners had the following concerns and comments:

- Cummings-Can you show us all of the egress and ingress routes? It looks like there are three entrances and exits on the north side, which empty out onto Systems Parkway, one on the south side on Old Placerville, and none on Routier due to the drop. Irvin-Those are all of the existing egresses/ingresses.
- Moe-Is the stairway element lighted in Building A? Altamero-No, because there is an existing lighted water feature. Instead of adding another lighted water feature to the sides of Buildings B and C, we added the element of light.

ATTACHMENT 5

- Moe-Is Building A pretty well leased out? Altamero-Yes.
- Moe-Do you intend to build both Buildings B and C at the same time? Altamero-Our understanding is pending approval, we can build both buildings at the same time or one now and the other at a later date. It depends upon what Fite Development wants. Fite-We will most likely build both buildings at the same time.
- Moe-Will there be an expiration date on the approval, if one building is built now, and the other is built 10 years from now? Irvin-If a building permit is applied for but building does not commence within a specific period of time, it will expire. There is no expiration on the design review approval.
- Burke-Do you have tenants for these buildings? Fite-We don't usually get tenants ahead of time, but a number of businesses have expressed interest. We are negotiating with a tenant right now to expedite this development.
- Burke-The buildings aren't that tall, but there are high rises on the roof; would cellular towers be able to go up there to be hidden if needed? Fite-We have a cellular company on that site, but it is not a preferred location because of how low it is. They would need a pretty high mast and it is my understanding that they are looking elsewhere.
- Burke-Are there areas for workers to eat lunch outside? Fite-That is more tenant driven; the tenant in the first building is very security conscious, and they don't want people going in and out. The second tenant that we are working with is likely to be in the same situation; it's really their call, there is open space provided that could potentially be used for this purpose.
- Cummings-Will only Building C have a loading zone area? Altamero-Both Buildings B and C will have a loading zone area.
- Cummings-What size trucks are you expecting to be able to use that area? Fite-The drawing shows what appears to be a 20-foot box truck; we have a number of tenants who need to bring in large size materials.
- Cummings-Would you consider adding a retaining wall or landscaping to screen the trucks, if they had enough room to pull out and back in? Altamero-We can look into that, but we don't want to detract from the overall design of the building itself. Irvin-There will be trees and other landscaping that will help to screen the view.
- Cummings-The presentation you (the applicant) showed indicated a location on the building for the address numbers, but our plans don't show this; is that the final placement of the numbers? Altamero-That is just a proposed area, but we have yet to coordinate with staff to determine a final location.
- Cummings-Are we approving landmark signage tonight? Irvin-No, the applicant is not proposing monument signage at this site.
- Vance-Have you considered putting solar panels on the buildings? Fite-That option was discussed, but that technology is not cost effective in this area at this point. We have tried to make the buildings as energy efficient on a passive basis as possible, and have accrued LEED points by meeting certain criteria.
- Vance-Considering the fact that there are three buildings planned in this location, and a school across the street, have you consulted with the Public Works Department regarding the egress onto Routier from Systems Parkway and the potential traffic impacts? Fite-We put that signal and intersection in at the County's design; they wanted to prevent people from going straight across, cutting through and using Systems Parkway.
- Burke-Employees working in these buildings would be able to take Old Placerville Road, go across and make a left, but if they were on Systems Parkway they would need to either go left or right on Routier, they could not go straight, to get to Lincoln Village. Cummings-One of the problems we were facing was trying to keep Lincoln Village Drive as a neighborhood street, and early on they decided to block that off from having direct access.

ATTACHMENT 5

- Moe-The elevations show a truck back up for Building B, but the site plan does not; why is there a disconnect between the two? Fite-The concept is for the buildings to be mirror images of each other. Hom-We wanted to show both options; our design shows the roll up door to give the tenant an option for this, but if the tenant does not need the roll up door or storage ability, that door will be replaced with glass panels.
- Burke-What are your concerns with the widening of Old Placerville and construction of a retaining wall? Fite-Parking would be lost, and a retaining wall would be on a difficult grade and present safety issues if a driver left the roadway.
- Burke-There has been more than one occasion of traffic accidents occurring along these roadways with cars losing control, taking out fences and light poles and ending up in the ditch. The speed limit along Old Placerville is twice that along Routier, which is a cause for concern. Fite-Was unaware of how often the accidents occur.
- Cummings-How many parking spots will you lose if Old Placerville is widened? Can we basically assume that the whole first row of parking will be lost? Fite-Have not done that count yet, but it would be that entire row of parking.
- Moe-Will that loss of parking cause you to be underparked? Fite-Yes, and we are constrained for space due to the location of the property.

Action:

Motion: Commissioner Cummings moved, seconded by Commissioner Burke, to forward a recommendation to the City Council to find the project is exempt from CEQA Guidelines Section 15061(b)(3) and adopt a resolution approving the Design Review for Fite Corporate Center Buildings B & C, Project No. RC-07-306, subject to the findings, evidence, Design Package, and Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance

NOES: NONE

ABSTAIN: NONE

ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

C. Consideration of the Design Review for 11301 Dismantle Court- RC-07-309

Request: The applicant is requesting Design Review approval for a new 2,700 sq. ft. pre-manufactured metal building, replacing a previously demolished metal building. The proposed building is 17'10" high, and will be constructed on a new concrete slab built on top of the slab from the demolished building. The project also includes new parking lot striping, and new landscaping along the perimeter of the site.

Project Applicant: Thomas Bell, Architect, P.O. Box 405, Garden Valley, CA 95633

Project Location: APN: 072-0570-030; 11301 Dismantle Court

Assistant Planner Katja Irvin recommended the Planning Commission forward a recommendation to the City Council to find the project categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopt a resolution approving the Design Review for 11301 Dismantle Court, Project No. RC-07-309, subject to the findings, evidence, Design Package, and Conditions of Approval. Chair

ATTACHMENT 5

Konarski opened the public hearing and took testimony from Bill More, Project Representative and Thomas Bell, Project Architect.

The Commissioners had the following concerns and comments:

- Cummings-What will the fence materials consist of? Irvin-My understanding is that the fence will be replaced, or at the very least the screening will be replaced. The applicant will be able to speak more to this.
- Moe-What are the dimensions of the building? Bell-30'X90'.
- Konarski-Why are you taking down the old building and putting this new building up? More-The one that we demolished was considerably smaller and run down. We purchased this property right around the end of last year. It had been an existing dismantling business that had run itself down, so we are constructing this new 2,700 square foot building for dismantling purposes and are trying to upgrade the entire property.
- Konarski-The building looks like it will be built offsite and brought onsite; why not make this a permanent building? More-It is essentially a prefab building; we are required to dismantle cars/salvage under a roof, and do not need to construct a tilt up building or something of similar material to conduct business.
- Konarski-What kind of lifespan do you anticipate for this building? More-This is a long term building.
- Moe-Can you discuss the building materials; is the siding horizontal? More-(passes around material sample) it will be vertical siding that is completely compatible with the rest of the buildings in this area. Bell-The siding is installed in a horizontal orientation.
- Moe-What will be the color? More-White/off-gray.
- Cummings-Will the fencing be replaced or new slats put in? Bell-Portions of the fence will be replaced, but the majority around the perimeter of the site will remain.
- Cummings-Are you adding wire to the top of it? More-Razor wire is not planned at this point.
- Cummings-What do you estimate your savings to be with a metal frame pre-existing model? Bell-It will be substantial.
- Cummings-Do you anticipate that this building will last for at least 30 years? Bell-This is a heavy duty awning structure that is basically being closed on the back end. More-There are numerous buildings here built of the same materials that have lasted over 25 years.
- Cummings-Once the vehicle is dismantled, do you have facilities inside the building to process the parts, or does someone come in to pick all of that up? More-We bring in the salvage car, it goes into that building on a rack, select parts are dismantled from the car, and the rest of it is sent to scrap across the street.
- Vance-The conditions of approval did not refer to lighted building numbering, but the advisory comments did. Will lighted address number be put on the building? More-The numbers will be on the primary building. Irvin-We can move the advisory condition to the actual conditions of approval. Vance-Would like that condition to be added.

Action:

Motion: Commissioner Vance moved, seconded by Moe, to amend the recommended motion to include the condition that the building numbers be lighted.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance

NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

Motion: Commissioner Vance moved, seconded by Commissioner Burke, to forward a recommendation to the City Council to find the project categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act and adopt a resolution approving the Design Review for 11301 Dismantle Court, Project No. RC-07-309, subject to the findings, evidence, Design Package, and amended Conditions of Approval.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

4. REGULAR CALENDER

A. Planning Commission Training-No training was scheduled for this meeting.

5. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

The Commissioners had the following suggestions:

- NONE

6. STAFF/COMMISSION COMMENTS

The Commissioners had the following comments:

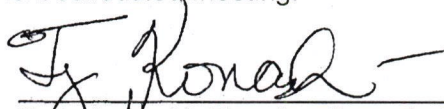
- Discussion of October 15 Joint City Council/Planning Commission Study Session on the first three draft articles of the Zoning Code.
 - Cummings-Is this session related to the Folsom Boulevard Specific Plan and the Sacramento Bee article on the separate Design Review Board? Beiswenger-The purpose of the meeting is to discuss the draft zoning code. There is a proposal in the Folsom Boulevard Specific Plan to have a Design Review Board, whereby a qualifying project that meets a very specific set of criteria would go to get approvals.
 - Burke-How would this be fast-tracking if an applicant still needs to go before a review body other than us? Beiswenger-There are a number of different ways to fast track a project, and urban design professionals can be put on this Design Review board with specific expertise and they can make decisions very quickly without having to find a spot on the City Council or Planning Commission agenda.

ATTACHMENT 5

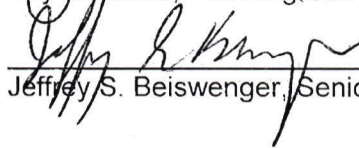
- Cummings-Opposed to this for a number of reasons. The Planning Department should provide more training to allow the Planning Commission to review more complex projects. A review board could reduce the Planning Commission's role significantly, and gives the impression that this Commission is no longer a valid entity.
- Burke-Has heard the same thing, and feels that our agendas are fairly light, and would have liked to have heard it from staff rather than from the article.
- Cummings-Who made the Design Review Board proposal? Beiswenger-City Council members and staff.
- Cummings-Has there been any discussion of having that Board consist of members of the Planning Commission? Beiswenger-That is a possibility, but those details weren't discussed. There was discussion of having the City Council be the temporary Design Review Board.
- Burke-Isn't there already Planning Director approval of projects meeting with certain requirements that thereby bypass us? Why wouldn't a design review go through the Planning Director instead of creating a whole new group? Beiswenger-Most design reviews now go to the City Council.
- Burke-It seems as though any applicants going before the Design Review body are pretty much approved as long as they have met all of the requirements. Beiswenger-If an applicant met a certain set of criteria, a project could legally be approved by a Design Review Board.
- Moe-If our zoning code, general plan, and specific plan call something in a much prescribed manner and the developer agrees to meet those criteria, they sail through the approval process, and they are fast tracked. How likely that is to occur every time is variable, but it seems that the City Council and planning department are saying that when it does occur, the process is expedited. Beiswenger-The idea is to encourage development and shorten the approval timeline; there are incentives to accelerating the development review process, for both the small business owner and developer.
- Konarski-What is the average timeframe for a project to get through Planning Commission and City Council? Irvin-About four months. Beiswenger-Compared to a lot of jurisdictions we are pretty fast with the two hearing process, so time is not currently that much of a problem.
- Konarski-So if they are trying to address lengthy processes, what is prompting this? Beiswenger-Four months is longer than it could be. Moe-A \$120 million Folsom project loses half a million dollars with each month of delay. Time can cost a lot of money especially with escalating construction costs.
- Commissioners would like to have training/discussion on the Folsom Boulevard; staff anticipates item coming before the Commission before the end of the year. Delays are due to getting the document fully vetted with the management team, we want it to be reviewed thoroughly at the staff level prior to going before the review bodies.
- Burke-Last year we approved a design review for Cordova Veterinary Hospital on La Loma; what happened with the building? Moe-It was too expensive to build, so they relocated to Mills Station Road.
- Moe-How common are Design Review Boards in California cities? Beiswenger-They do exist. They tend to address historic neighborhoods/downtown areas, or special districts.
- Cummings-Requests goals setting meeting with the Planning Director for the Planning Commission, i.e. media training, Leadership Rancho Cordova.

7. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:43 p.m., October 11, 2007, to the next scheduled meeting.

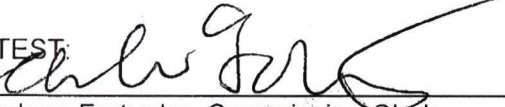


Troy Konarski, Planning Commission Chair



Jeffrey S. Beiswenger, Senior Planner

ATTEST:



Charlene Fortunka, Commission Clerk

M E T R O S C A N
Reference Farm
Sacramento (CA)

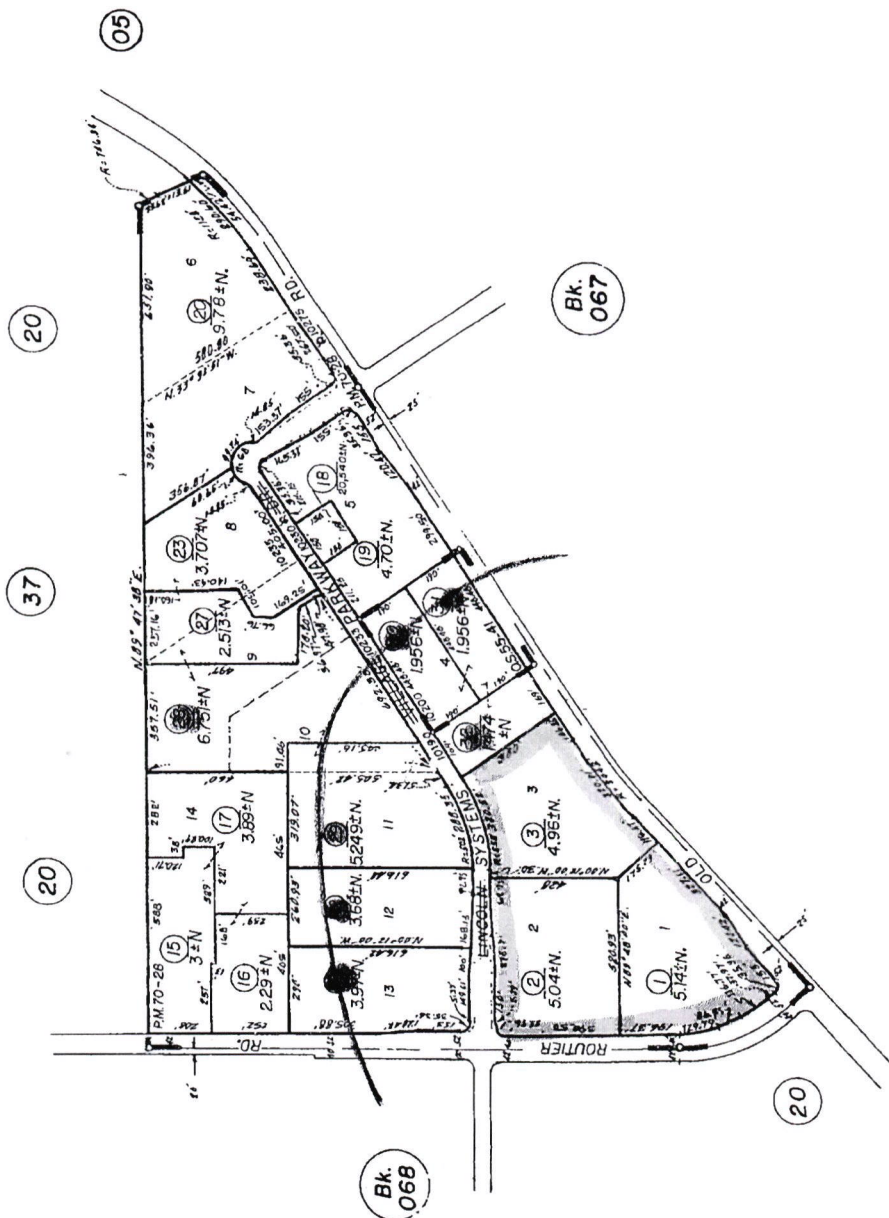
ATTACHMENT 6

Owner	Address	Phone	Ref Number
Aim High Revocable Trust	10081 Nebula Way Sacramento 95827		16
Aim High Revocable Trust	10085 Nebula Way Sacramento 95827		17
Aim High Revocable Trust	10093 Nebula Way Sacramento 95827		19
Baker Jeffa Faye	10057 Stephina Ct Sacramento 9582		43
Banh Richard;Mang Chi Luong	3548 Sunrise Pines Dr Sacramento		63
Borges Zella M;Mark A Patri	10097 Nebula Way Sacramento 95827		20
Brizzee Vicki L;Andrew	3528 Sunrise Pines Dr Sacramento		58
Carpenter Bonnie Ann;Aka Ca	10049 Stephina Ct Sacramento 9582		45
Chan May C	10075 Nebula Way Sacramento 95827		14
Chu R Q F;K E Living Trust	10048 Briantown Ct Sacramento 958		30
Chung Tony;Lillian D	3549 Sunrise Pines Dr Sacramento		26
Clark Orville D;Patricia G	10060 Crimora Ct Sacramento 95827		70
Coles Frank;Lourdes	10089 Nebula Way Sacramento 95827		18
Coley Paul E Jr;Yuriko	10053 Stephina Ct Sacramento 9582		44
Cook Dale B;Sophia L;Tr	3541 Sunrise Pines Dr Sacramento		28
Cordova Recreation;Park Dis	Routier Rd Sacramento 95827		3
Corning Sandra Jean;Anissa	10101 Nebula Way Sacramento 95827		22
County Of Sacramento	Routier Rd Sacramento 95827		21
Delavega Corazon Delena	10082 Nebula Way Sacramento 95827		5
Delgatto Deborah J	3529 Sunrise Pines Dr Sacramento		36
Dudley Melvin G;Robyn J	10098 Nebula Way Sacramento 95827		9
Egan Land Company	10075 Lincoln Village Dr Sacramen		10
Egan Land Company	10071 Lincoln Village Dr Sacramen		11
Egan Land Company	10090 Nebula Way Sacramento 95827		7
Egan Land Company	10094 Nebula Way Sacramento 95827		8
Egan Land Company	10086 Nebula Way Sacramento 95827		6
Egan Land Company	10067 Lincoln Village Dr Sacramen		12
Fairley-slocum Mary L	3520 Sunrise Pines Dr Sacramento		56
Filpula Alvin T;Deborah Mar	10090 Lincoln Village Dr Sacramen		47
Fite Company	Routier Rd Sacramento 95827		75
Fite Kirschman;Patzner Devel	*no Site Address* Sacramento 9582		71
Fite Kirschman;Patzner Devel	Old Placerville Sacramento 95827		73
Fite Kirschman;Patzner Devel	Old Placerville Sacramento 95827		74
Fite Kirschman;Patzner Devel	*no Site Address* Sacramento 9582		72
Gibson Jon;Marylois	10210 Systems Pkwy Sacramento 958		80
Gibson Jon;Marylois	10200 Systems Pkwy Sacramento 958		79
Grantham Donelda G	10056 Stephina Ct Sacramento 9582		42
Habeger Robert	3521 Sunrise Pines Dr Sacramento	916-369-2267	38
Haleem Abdul;Saimoon N	10052 Crimora Ct Sacramento 95827		68
Heon Henry J Jr;Jennifer J	10053 Briantown Ct Sacramento 958		34
Hernandez Francisco	3537 Sunrise Pines Dr Sacramento		29
Hoadley Family Trust	3545 Sunrise Pines Dr Sacramento		27
Horn Anthony Kimball;Tracy	10086 Lincoln Village Dr Sacramen		48
Ibanez Rodney	10049 Briantown Ct Sacramento 958		35
Jackson James T III;Iris D	3508 Sunrise Pines Dr Sacramento		53

M E T R O S C A N
Reference Farm
Sacramento (CA)

ATTACHMENT 6

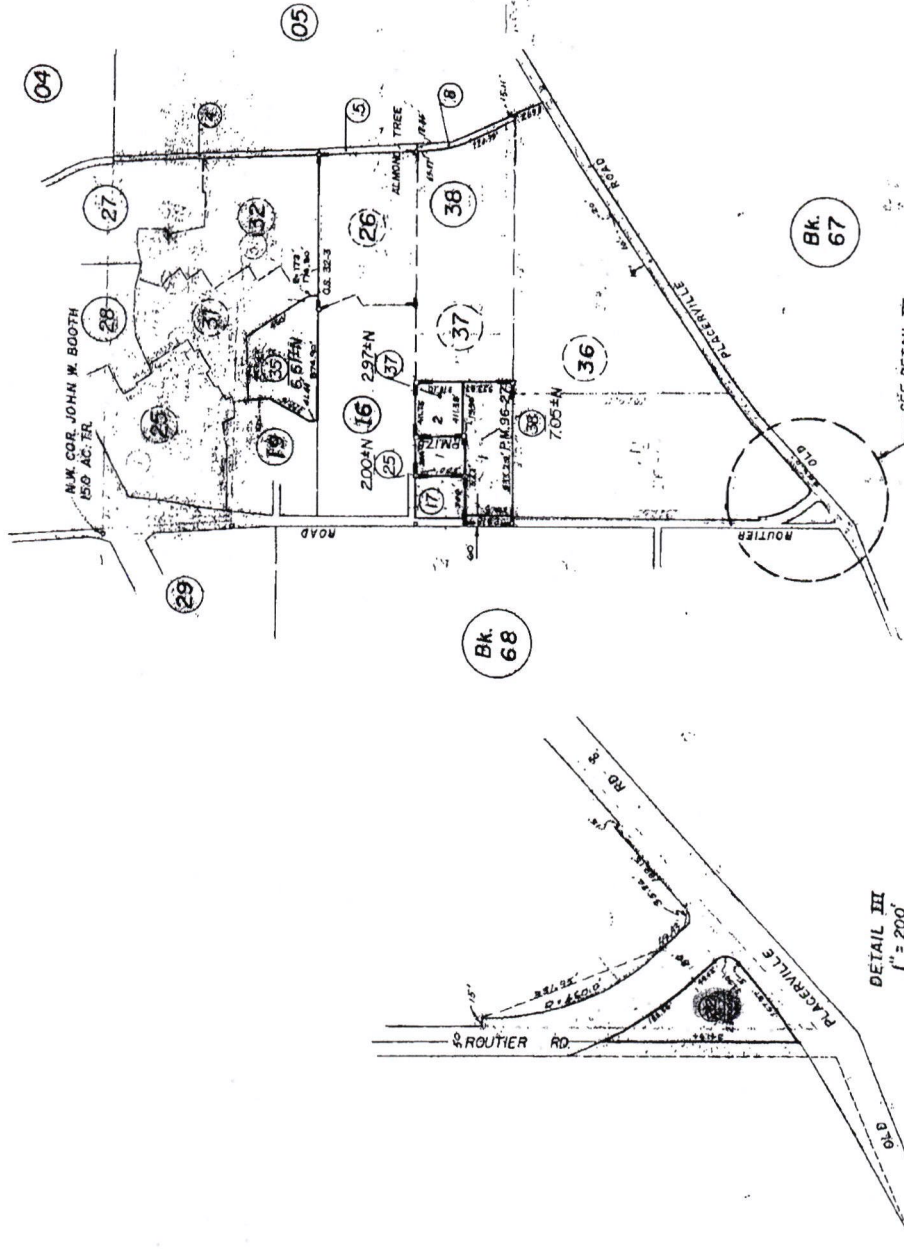
Owner	Address	Phone	Ref Number
Joubert Saiman	3525 Sunrise Pines Dr Sacramento	916-362-7536	37
Karcha Galina	3516 Sunrise Pines Dr Sacramento		55
Kennedy J A Living 2006 Tru	3512 Sunrise Pines Dr Sacramento		54
Kioroglo Dmitriy;Yelizaveta	10048 Crimora Ct Sacramento 95827		67
Knobloch Nep	10056 Crimora Ct Sacramento 95827	916-369-8302	69
Lemons Denise	10044 Crimora Ct Sacramento 95827		66
Manasyan Natalya	3524 Sunrise Pines Dr Sacramento		57
Manukyan Garnik	10059 Crimora Ct Sacramento 95827		23
Mason Bill;Teresina	10040 Crimora Ct Sacramento 95827		65
Mickle Darwin N;Patricia M	10190 Systems Pkwy Sacramento 958		81
Montemayor Joshua J;Brandy	10041 Stephina Ct Sacramento 9582		46
Moore John H;Lena L	3544 Sunrise Pines Dr Sacramento		62
Oakes Bernadette;Scott Chri	3540 Sunrise Pines Dr Sacramento		61
Olaleye Olatunji A	3532 Sunrise Pines Dr Sacramento		59
Ortiz Lytarsha	10049 Crimora Ct Sacramento 95827		25
Peterson David W;Linda D	10052 Briantown Ct Sacramento 958	916-363-7163	31
Querry Family Revocable Tru	10057 Briantown Ct Sacramento 958		33
Rasmusson Henry W Jr	10056 Briantown Ct Sacramento 958		32
Resurreccion Elias A Jr	3536 Sunrise Pines Dr Sacramento		60
Roninger Jerald L	3504 Sunrise Pines Dr Sacramento	310-732-0198	52
Sacramento City Unified Sch	Systems Pky Sacramento 95827	916-643-7400	78
Sacramento City Unified Sch	Systems Pky Sacramento 95827	916-643-7400	77
Sacramento City Unified Sch	10101 Systems Pkwy Sacramento 958	916-643-7400	76
Stanley Alex I	10048 Stephina Ct Sacramento 9582		40
Task Investments	10077 Nebula Way Sacramento 95827		15
Townsend Phyllis Dorene;Car	10078 Lincoln Village Dr Sacramen		50
Tran Hein	10053 Crimora Ct Sacramento 95827		24
Tullos Barbara Ellen	3605 Sunrise Pines Dr Sacramento		64
United States Of America	Missile Way Mather 95655		2
United States Of America	*no Site Address* Mather 95655		1
Welch Peter D;Kazuko M	10052 Stephina Ct Sacramento 9582		41
Wetmore Steven G	3517 Sunrise Pines Dr Sacramento		39
Winn Iris	10069 Nebula Way Sacramento 95827		13
Wolter Robert E;Eva O;Danie	3500 Sunrise Pines Dr Sacramento		51
Woolfolk Joann	10082 Lincoln Village Dr Sacramen		49
Yang Martha;Long	10076 Nebula Way Sacramento 95827		4



POR. T.8N, R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

77-20



APR 11 2005

Assessor's Map Bk. 77 -Pg.20
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

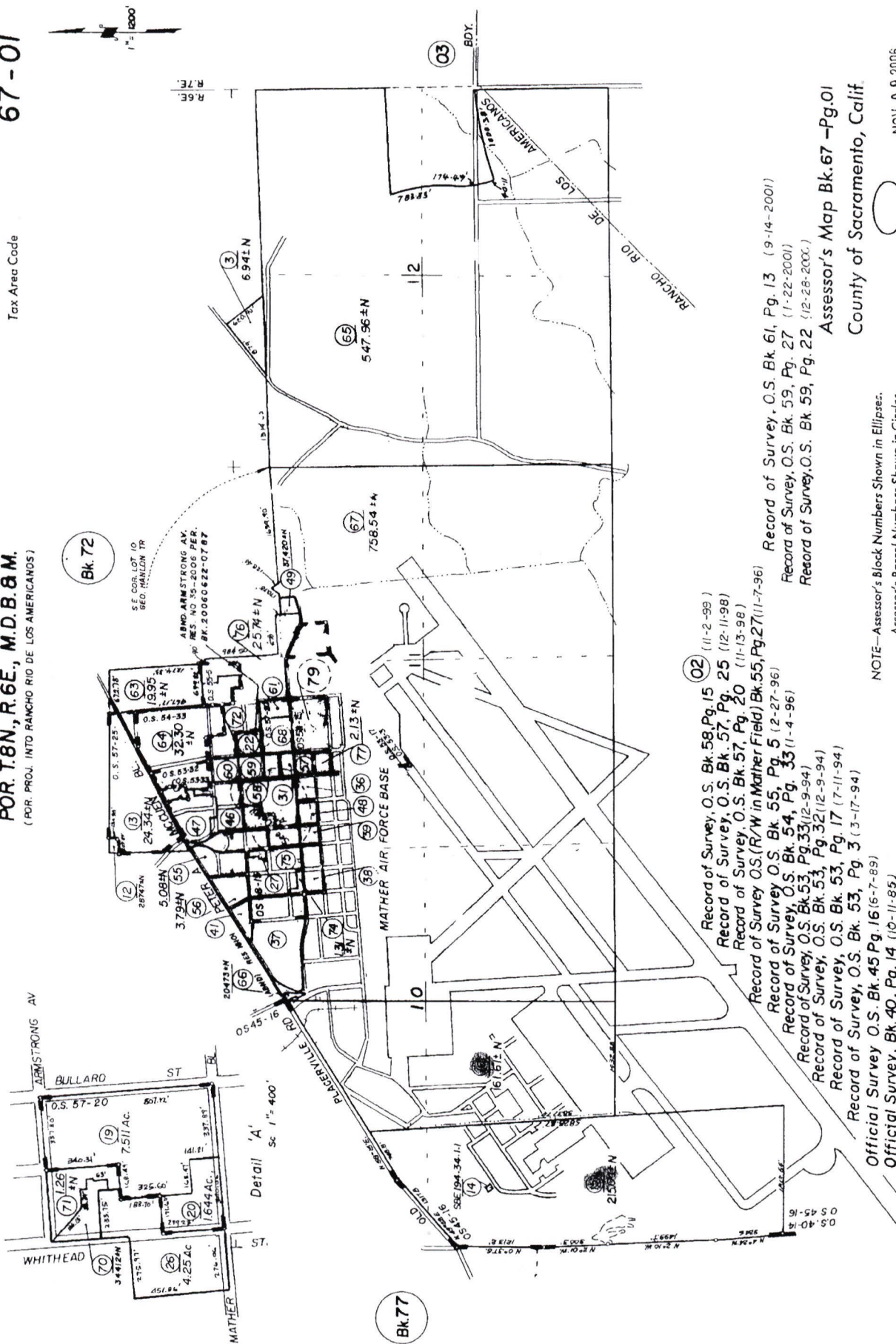
Official Survey Bk. 32, Pg.3 (1-12-76)

ATTACHMENT 6

POR. T.8N, R.6E., M.D.B.8M.
(FOR PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

67-01



- Record of Survey, O.S. Bk. 58, Pg. 15 (11-2-99)
- Record of Survey, O.S. Bk. 57, Pg. 25 (12-11-98)
- Record of Survey, O.S. Bk. 57, Pg. 20 (11-13-98)
- Record of Survey O.S. (R/W in Mather Field) Bk. 55, Pg. 27 (11-7-96)
- Record of Survey, O.S. Bk. 55, Pg. 5 (12-27-96)
- Record of Survey, O.S. Bk. 54, Pg. 33 (11-4-96)
- Record of Survey, O.S. Bk. 53, Pg. 33 (12-9-94)
- Record of Survey, O.S. Bk. 53, Pg. 32 (12-9-94)
- Record of Survey, O.S. Bk. 53, Pg. 17 (7-11-94)
- Record of Survey, O.S. Bk. 53, Pg. 3 (13-17-94)
- Official Survey O.S. Bk. 45 Pg. 16 (6-7-89)
- Official Survey, Bk. 40, Pg. 14 (10-11-85)
- Record of Survey, O.S. Bk. 61, Pg. 13 (9-14-2001)
- Record of Survey, O.S. Bk. 59, Pg. 27 (1-22-2001)
- Record of Survey, O.S. Bk. 59, Pg. 22 (12-28-2000)

Assessor's Map Bk. 67 -Pg. 01
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles

NOV 09 2006

POR. SEC. 9, T.8N., R.6E., M.D.B. & M.

68-50

1" = 100'

Bk. 77

ROUTIER RD.

CRIMORA CT.

PINES

SUNRISE

GOLDSBORO CT.

ASTRAL

PLACERVILLE RD.

Bk. 67

OLD N. 61°45'00" E.

36

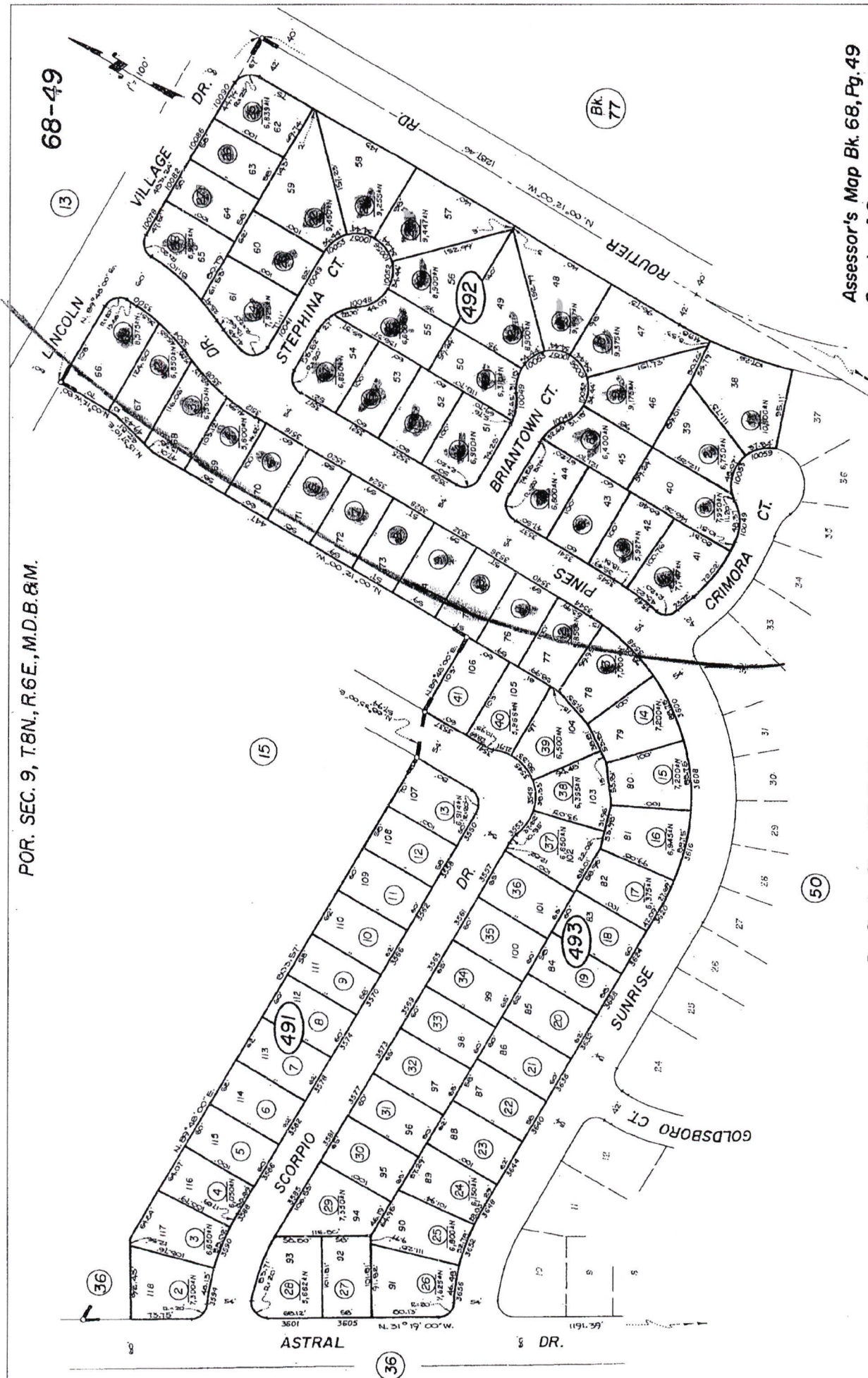
49

Assessor's Map Bk. 68, Pg. 50
County of Sacramento, Calif.

Por. Sunrise Pines R.M. Bk. 121, Pg. 10 (6-7-78).

ATTACHMENT 6

68-49

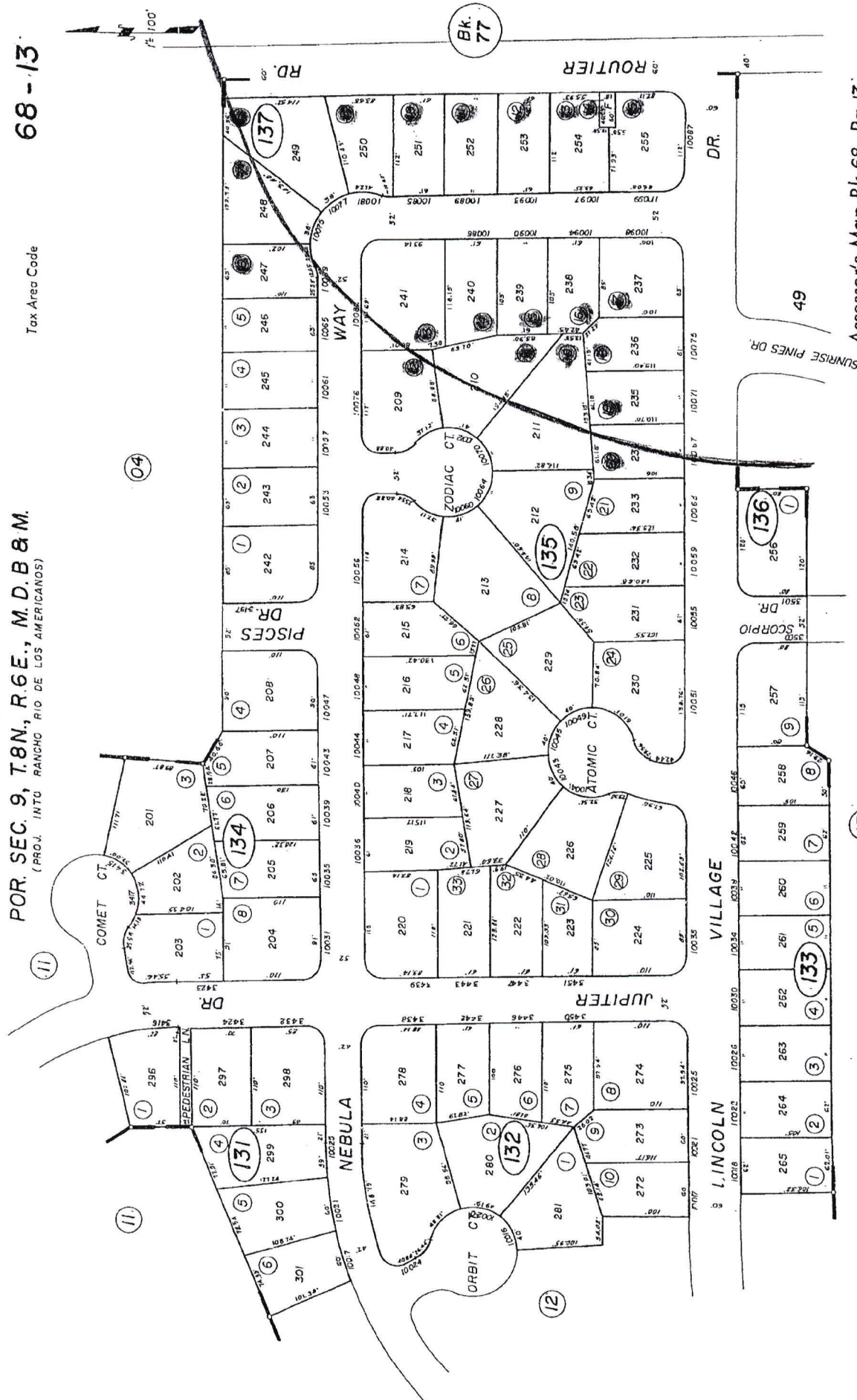


POR. SEC. 9, T.8N., R.6E., M.D.B & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

68-13

Tax Area Code

ATTACHMENT 6



Assessor's Map Bk. 68 -Pg. 13
County of Sacramento, Calif.

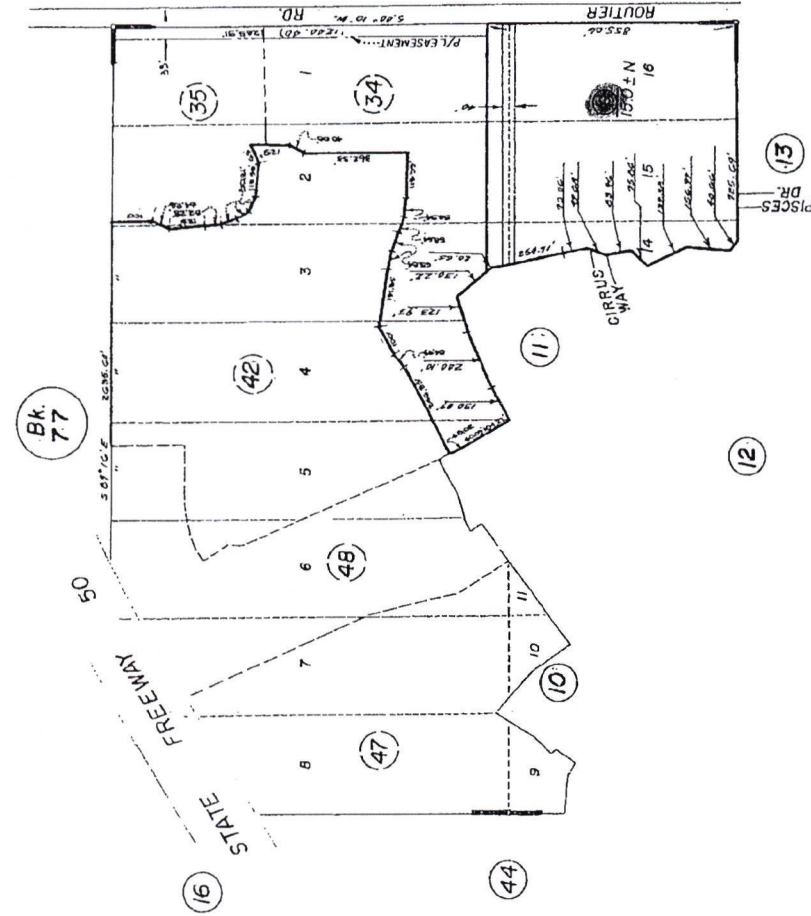
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Lincoln Village Unit No. 2, R. M. Bk. 57, Pg. 28

POR. SEC. 4 & 9, T.8N., R.6E., M.D.B.&M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

68-04



Silva Vineyards, R.M. Bk.19, Pg.29

Assessor's Map Bk.68 -Pg.04
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

MEMORANDUM



DATE: November 19, 2007

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director
Kerry Simpson, Code Enforcement Supervisor
Jose M. Sanchez, Deputy City Attorney

**SUBJECT: ORDINANCE AMENDING RANCHO CORDOVA MUNICIPAL CODE
CHAPTER 16.20, UPDATING THE CHAPTER AND ESTABLISHING A
RENTAL HOUSING INSPECTION PROGRAM**

RECOMMENDATION

Introduce and waive the first reading of Ordinance No. 26-2007 amending Chapter 16.20 of the City Municipal Code, updating the chapter and establishing a Rental Housing Inspection Program.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will update Chapter 16.20 of the City's Municipal Code, "Rancho Cordova Housing Code," and establish a Rental Housing Inspection Program. The purpose of this Program will be to ensure that all rental housing complies with State mandated minimum housing requirements.

BACKGROUND

Since the City's incorporation in 2003, the City's Code Enforcement Division has focused on improving the efficiency of enforcement and adding the right set of enforcement tools to the City Code in order to enhance the current Code Enforcement program. Staff has identified that there is a current problem in the City with substandard rental housing.

In adopting laws and regulations during the first year of incorporation, the City relied heavily upon the County of Sacramento's codes, which were applicable to the City prior to incorporation. Pursuant to Ordinance No. 20-2003 and Ordinance No. 21-2003, the City adopted most of the County's Municipal Code by reference, including Chapter 16.20, "Rancho Cordova Housing Code," which established the Housing Code Enforcement Program for the City.

Due to the high cost of routine inspections of rental housing properties, the County established the Housing Code Enforcement Program as a complaint based program. Chapter 16.20 did, however, note that routine inspections of rental housing may be incorporated at a future date if the need was demonstrated.

ANALYSIS

The City's Code Enforcement Department has determined that a reactive program is not adequate in combating the City's current level of substandard rental housing. The proposed Ordinance will amend Chapter 16.20, updating the Chapter's definitions, procedures for appeal hearings, notice and orders, and other sections in order to coincide with the City's current practices. The Ordinance will also establish a proactive Rental Housing Inspection Program.

The Rental Housing Inspection Program will authorize the City to perform routine inspections on rental housing. Entry for inspection will be as a result of either consent or an execution of a court issued inspection warrant. The purpose of the inspections will be for Code Enforcement Staff to determine whether housing violations exist on the property being inspected. If such violations are present, Staff will issue the property a notice and order informing the property owner of what they must do to achieve compliance with the law. The notice and order will set a time for reinspection. Pursuant to current sections of Chapter 16.20, Staff will charge the owner for time spent enforcing violations on their property. Staff will also issue administrative citations to violators.

Code Enforcement has hired a Code Enforcement Officer whose primary responsibilities will be to enforce this Chapter and administer the Inspection Program.

The Rental Housing Inspection Program will also have an education component which will apply in cases of repeat offenders or where Code Enforcement Officer determines that violations on the property are severe. In these types of situations Rental Owners and/or their property managers shall be required to attend the education program. This program will include, but not limited to, the following: (1) rights and responsibilities of residential Rental Owners, property managers, agents of owners and tenants; (2) proper procedures for conducting interior and exterior rental property inspections; (3) rental property maintenance laws and regulations; and (4) the City's Code Enforcement process.

The proposed Ordinance will improve the quality of life for residents of Rancho Cordova by improving the conditions of rental housing in the City. This will prove to be a valuable tool in remedying violations of local and State laws pertaining to substandard housing. The Rental Housing Inspection Programs have proven to be very effective in other jurisdictions by providing a tool that helps the City correct current and ongoing violations associated with rental housing.

FISCAL IMPACT

The City is currently collecting a Rental Housing Code Compliance Fee from rental property owners. Staff intends to administer the Inspection Program with funds collected from this fee, grants, and funds collected from Rental Owners as a result of penalties and for Staff time. The City will evaluate the Rental Housing Code Compliance Fee on a yearly basis to determine whether it is enough to sustain the Inspection Program.

MOTION

"I move that the City Council introduce and waive the first reading of Ordinance 26-2007."

ATTACHMENT

Ordinance No. 26-2007 Amending Rancho Cordova Municipal Code Chapter 16.20,
Updating the Chapter and Establishing a Rental Housing Inspection Program.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 26-2007

**AN ORDINANCE OF THE CITY COUNCIL AMENDING RANCHO CORDOVA
MUNICIPAL CODE CHAPTER 16.20, UPDATING THE CHAPTER
AND ESTABLISHING A RENTAL HOUSING INSPECTION PROGRAM**

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

SECTION 1. Purpose and Declarations.

WHEREAS, it is imperative to establish enforceable minimum standards for residential rental property and to provide a program for enforcing these standards; and

WHEREAS, in adopting laws and regulations during the first year of incorporation, the City relied heavily upon the laws and regulations adopted by the County of Sacramento, which were applicable to the City prior to incorporation; and

WHEREAS, pursuant to Ordinance No. 20-2003 and Ordinance No. 21-2003, the City adopted by reference most of the County's Municipal Code, including Chapter 16.20, "Rancho Cordova Housing Code," establishing a Housing Code Enforcement Program; and

WHEREAS, due to the high cost of routine inspections of rental housing properties, the Housing Code Enforcement Program was established as a complaint based program. Chapter 16.20 did, however, note that routine inspections of rental housing may be incorporated in the future if the need was demonstrated; and

WHEREAS, the City has determined that a complaint based program alone cannot achieve the City's goal of improving the conditions of current rental housing in the City; and

WHEREAS, the City now wishes to include a Rental Housing Inspection Program to its Housing Code Enforcement Program in order to better deal with substandard housing in the City; and

WHEREAS, violators of the State Housing Law must bear the largest feasible share of the cost of a Rental Housing Inspection Program; and

WHEREAS, residential rental property owners derive a substantial benefit from such a program; and

WHEREAS, it is recognized that the majority of residential rental property owners comply with the State Law and other applicable laws and City Ordinances, and that only a relatively small percentage violate these laws. And while it is the intent of this Ordinance that this group of violators should pay for as much of the cost of the program as is practical and feasible, it is also recognized that the collection of enforcement fees and penalties from violators can be a protracted and costly process, and that reliance

thereupon as the sole source to fund such a program is inherently speculative and unrealistic. Therefore, while the primary source of revenue for this program is intended to come from the collection of enforcement fees and penalties from violators, the City intends to make up program cost deficiencies with the current Rental Housing Code Compliance Fee, grants, and other non-general fund monies. The reliance of such a program on the City's general fund for its costs of operation shall be minimized to the greatest extent possible.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby ordain as follows:

SECTION 2. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.010, "Purpose," is hereby amended to read as follows:

"16.20.010 Purpose.

- a. Unsafe housing is a community blight often associated with unlawful activity. While the cost of enforcement is significant, the result of failing to abate substandard housing has more adverse and far reaching consequences such as the loss of housing and displacement of individuals.
- b. The purpose of this Chapter is to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation and prevention of rental housing that does not meet applicable building code and housing code standards, City Municipal Code standards, or is not safe to occupy and further to preserve and enhance the quality of life for residents of the City living in rental property.
- c. It is important that the City not only enforce on a complaint initiated basis, but also conduct routine residential rental property inspections in order to better address and reduce substandard housing in the City. It is important to conduct routine inspections on residential rental property due to the inherent problems associated with property owners not living in the rental units.
- d. Having determined the appropriate level of service to be provided by a Housing Code Enforcement Program, it is also determined that those persons who violate the State Housing Law should bear the greatest practical share of the costs of operating such a program through payment of enforcement fees and penalties. However, the establishment of such a program requires revenue to fund its implementation costs and to fund the difference between the ongoing costs of such a program and the revenue collected from violators through enforcement fees and penalties. The source of this revenue must be reliable if such a program is to achieve its objectives. Collection of enforcement fees and penalties is inherently unreliable as a funding source, and therefore cannot be relied upon either to establish the initial operating revenue for such a program or to fully support its ongoing operational costs.
- e. It is therefore necessary to levy a Rental Housing Code Compliance Fee for the purpose of generating the revenue required to fund the implementation and

ongoing operating costs of such a program. The Rental Housing Code Compliance Fee may be adjusted annually, as necessary, for the purpose of ensuring adequate funding for the program. The Rental Housing Code Compliance Fee is a supplemental funding source for this program, intended to make up for any actual or forecast deficiencies in total program costs not generated from the collection of enforcement fees and penalties from violators.

- f. In the City of Rancho Cordova, substandard rental housing has caused health and safety risks to its occupants and those who reside in the surrounding neighborhood. Additionally, substandard rental housing has significantly contributed to neighborhood blight. As a result, substandard housing is a nuisance that threatens the health and welfare of many members of the community.
- g. To eliminate this nuisance it is imperative to establish enforceable minimum standards for residential buildings. The purpose of this Chapter is to establish such standards for maintaining all residential buildings in the City and thereby safeguard life, limb, health, property, safety, and welfare of the public."

SECTION 3. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.015, "Findings," is hereby amended to read as follows:

"16.20.015 Findings.

The City Council finds as follows:

- a. It is imperative to establish enforceable minimum standards for residential buildings and to provide a program for enforcing these standards which is self-supporting.
- b. Complaint-initiated enforcement actions combined with routine residential rental property inspections are necessary to provide the essential level of abatement of substandard housing conditions needed by this community.
- c. Violators of the State Housing Law must bear the largest feasible share of the cost of Housing Code enforcement.
- d. Rental property owners derive a substantial benefit from a Housing Code Compliance Program, and should therefore contribute to a portion of program costs.
- e. Residents of rental property also benefit from a Housing Code Enforcement Program, and should therefore contribute to program costs indirectly through the cost of renting such housing.
- f. It is necessary to establish an operating fund, which is separate from the City's general fund, for the purpose of implementing a Housing Code Enforcement Program and operating it on an ongoing basis. It is necessary that this source

of funds be predictable and reliable for the efficient and continued operation of such a program. The imposition of a Rental Housing Code Compliance Fee is an appropriate means to accomplish this purpose.

- g. It is recognized that the majority of rental housing property owners comply with the State Housing Law and applicable City Ordinances, and that only a relatively small percentage violate these laws. And while it is the intent of this Chapter that this group of violators should pay for as much of the cost of a Housing Code Enforcement Program as practical and feasible, it is also recognized that the collection of enforcement fees and penalties from violators can be a protracted and costly process, and that reliance thereupon as the sole source to fund such a program is inherently speculative and unrealistic. Therefore, while the primary source of revenue for this Housing Code Enforcement Program is intended to come from the collection of enforcement fees and penalties from violators, in their absence, the Rental Housing Code Compliance Fee is intended to make up program cost deficiencies. The reliance of such a program on the City's general fund for its cost of operation shall be minimized to the greatest extent possible.
- h. This Chapter satisfies the City's legal obligations under the State Housing Law."

SECTION 4. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.100, "Definitions," is hereby amended to read as follows:

"16.20.100 Definitions.

For purposes of this chapter, the following definitions shall apply:

- a. "Building" means a structure or part thereof.
- b. "Building Code" is the Uniform Building Code adopted pursuant to Chapter 16.04 of the Rancho Cordova Municipal Code.
- c. "Council" means the City Council of the City of Rancho Cordova.
- d. "Clerk" means the City Clerk of the City of Rancho Cordova, or his or her designated representative.
- e. "Complaint" means notification by any person, lodged with the Neighborhood Services Division, of a violation or a suspected violation of the Housing Code or this Chapter.
- f. "City" means the City of Rancho Cordova.
- g. "City Manager" means the City Manager of the City of Rancho Cordova, or his or her designated representatives.

- h. "Demolish" means to destroy a building and to remove all debris and waste materials from the lot on which the building stood.
- i. "Department" means the City's Neighborhood Services Division.
- j. "Director" means the Director of the City's Neighborhood Services Division, or his or her designated representatives.
- k. "Displaced" means if a tenant is ordered to move out of a rented dwelling unit or structure by an order to vacate issued by the County.
- l. "Dwelling" means any building or structure, or part thereof, used and occupied for human habitation, or intended to be so used, and includes any garages or other accessory buildings belonging thereto, including those which are rented or leased for any term or duration, type or tenure.
- m. "Dwelling Unit" means any room or group of rooms located within a dwelling and forming a single unit with the facilities which are used, or intended to be used, for living, sleeping, cooking, or eating.
- n. "Electrical Code" is the National Electrical Code as adopted and as modified by the City of Rancho Cordova Electrical Code set forth in Chapter 16.28 of the City of Rancho Cordova Municipal Code.
- o. "Enforcement" means diligent effort to secure compliance or abatement, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this Chapter, "enforcement" may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, in an effort to secure compliance as to such existing buildings.
- p. "Fire Code" is the Uniform Fire Code adopted pursuant to Chapter 17.04 of the City of Rancho Cordova Municipal Code.
- q. "Fiscal Year" means the year beginning July 1 and ending June 30.
- r. "Hearing Officer" means an active member of the Bar of the State of California, or any otherwise qualified individual or board, appointed by the City Manager to hear matters as provided for and described in this Chapter. The hearing officer shall also serve as the Housing Appeals Board as that term is used in the State Housing Law.
- s. "Housing Code" means this Chapter and includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code and the State Housing Law.

- t. "Inspection" means the act of examining areas within the exterior and interior of a residential rental unit for purposes of identifying compliance with State and local building and housing codes and regulations.
- u. "Landlord" or "Rental Owner" means an owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who receives, or is entitled to receive, rent for the use of any dwelling, or the agent, representative, or successor of any of the foregoing.
- v. "Mechanical Code" is the Uniform Mechanical Code adopted pursuant to Chapter 16.32 of the Rancho Cordova Municipal Code.
- w. "Order to Vacate" is a written notice served by an authorized City official on the owner and posted on the affected property declaring that, due to failure to repair or maintain, the dwelling shall be vacated.
- x. "Occupant" means any person over one year of age living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit.
- y. "Owner" means the owner of fee title to a dwelling unit.
- z. "Parties in interest" means all persons, businesses, partnerships, and corporations who have a mortgage or other interest of public record in a dwelling or dwelling unit, or who are in possession thereof.
- aa. "Plumbing Code" is the Uniform Plumbing Code adopted pursuant to Chapter 16.24 of the Rancho Cordova Municipal Code.
- bb. "Problem Properties Revolving Fund" means the fund established by this Chapter, of that name, which shall be maintained by the City of Rancho Cordova Finance Director either as an account or a fund, and may, for the purpose of accounting records, make any audits thereof and any reports or statements with respect thereto. All such records with respect to any such fund shall at all times be maintained in accordance with sound accounting practice.
- cc. "Program" means the Housing Code Enforcement Program created under this Chapter.
- dd. "Proof of Compliance" is documentation, on such form and in such manner as the Director may provide, that the deficiencies noted in the order or citation issued by the City have been corrected.
- ee. "Public record" means deeds, mortgages and other instruments of record relating to land titles and recorded by the Sacramento County Recorder.
- ff. "Reap" means the rent escrow account program provided by this Chapter.

- gg. "Reap Account" means the account established by this Chapter, of that name, which shall be established and maintained by the Finance Director of the City either as an account or a fund, and may, for the purpose of accounting records, make any audits thereof and any reports or statements with respect thereto. All such records with respect to any such fund shall at all times be maintained in accordance with sound accounting practices.
- hh. "Rental dwelling unit" means the dwelling unit rented for any tenure, type or price.
- ii. "Rental Housing Code Compliance Fee" means the fee assessed under this Chapter for each rental dwelling unit.
- jj. "Responsible Fire Chief" means the chief of the fire protection district, special district, or any other municipal or public corporation or district which is authorized by law to provide fire protection and prevention services at issue.
- kk. "State Housing Law" means Division 13, Part 1.5 of the Health and Safety Code (commencing at Section 17913) and Article 1 (commencing at Section 1) of Chapter 1, Title 25 of the California Code of Regulation.
- ll. "Substandard dwelling" has the same meaning as substandard building as set forth in Health and Safety Code Section 17920.3, or any successor statute.
- mm. "Tenant" means the individual or individuals occupying a rental dwelling unit.
- nn. "Untenantable Rental Dwelling Unit" or "Uninhabitable Rental Dwelling Unit" means a rental dwelling unit deemed untenantable for the purposes of this Chapter, if it, or the common area of the dwelling, structure, or premises in which it is located, is the subject of a Housing Code citation or order pursuant to this Chapter and substantially lacks any of the affirmative standard characteristics set forth in Civil Code Section 1941.1.
- oo. "Vacation Date" or "Vacate Date" means the date by which a tenant is required to vacate a rental dwelling unit, pursuant to an order by an authorized City official."

SECTION 5. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.400, "Notice and Order," is hereby amended to read as follows:

"16.20.400 Notice and Order.

- a. Commencement of Proceedings. Whenever the Director has inspected, or caused to be inspected any dwelling, and has determined that a violation of this Chapter exists, the same being declared to be a public nuisance, the Director shall institute any appropriate action or proceedings to abate the violation by

repair, rehabilitation, vacation or demolition of the building consistent with the procedures established herein or otherwise available by law.

- b. Notice and Order. The Director shall issue a notice and order directed to the owner(s) of the dwelling, as shown in the public record, and to all parties in interest. The notice and order shall contain:
1. Address. The street address and assessor's parcel number or such other legal description sufficient for identification of the premises upon which the dwelling is located.
 2. Nature of Violation. A statement that the Director has found the dwelling, or portion thereof, to be substandard and a brief factual description of each and every condition found to render the dwelling, or portion thereof, substandard as defined in this Chapter. The Notice and Order shall contain the specific codes being violated.
 3. Action Required. A statement of the action required to be taken as determined by the Director. The action required may advise as follows:
 - i. Repair. If the Director has determined that a dwelling must be repaired, then the Director shall order the dwelling or portion thereof to be repaired within such time as the Director determines is reasonable under all of the circumstances, including the purposes and intent for enactment of this Chapter.
 - ii. Choice between Repair and Demolition. The owner shall have the choice of repairing or demolishing. However, if the owner chooses to repair, the Director shall require that the building be brought into compliance with this Chapter according to a reasonable and feasible schedule for expeditious repair. If the owner chooses to demolish the dwelling, all required permits for demolition must be secured within thirty (30) days from the date of the order, and that the demolition be completed within such time as the Director determines is reasonable under all of the circumstances, including the purposes and intent for enactment of this Chapter. If the owner fails to make a timely choice, fails to repair on schedule, or selects an option which cannot be completed in a reasonable time as determined by the Director, for any reason, the City may itself institute abatement actions, including demolition, if it determines repair is not economically feasible and may thereafter seek to recover all costs thereby incurred from the owner which may become a lien against the subject property as a special assessment collectable in the same manner as City taxes.
 - iii. Vacation. If the Director has determined that the building, or portion thereof, is in such condition as to make it immediately

dangerous to the life, health, property or safety of its occupants, the public or adjacent property, the order shall require that the building, or portion thereof shall be vacated within a time certain from the date of the order as determined by the Director to be reasonable under all of the circumstances, including the safety of the occupants and the public, as well as the purposes and intent for enactment of this Chapter.

- iv. **Securing Against Entry.** If the building is to be vacated, the Director shall require that the building, or portion thereof, be boarded and fenced against entry as provided in Chapter 16.23. The latest specification for the boarding of vacant properties issued by the United States Department of Housing and Urban Development shall be followed, or such other similar plans and specifications for boarding vacant properties as may be promulgated by the State or Federal agencies and are designed to adequately protect against entry without creating any unreasonable risk to the life, health, property, safety, or welfare of the public.
 - v. **Eliminate Risk of Hazardous Material.** If, following an inspection of a building or any portion thereof, the Director determines, in writing, that there is reasonable cause to believe that because of the presence of friable asbestos or other hazardous material, there is a serious risk to the life, health, property, safety, or welfare of its occupants, the public, or the adjacent neighborhood, then the Director may order the owner of the building or the portion thereof to take all steps necessary to eliminate the risk within a time certain from the date of the order as determined by the Director to be reasonable under all of the circumstances, including the safety of the occupants and the public, as well as the purposes and intent for enactment of this Chapter. To confirm the elimination of the risk, the owner of the building, or portion thereof shall, at his or her expense and within the same time certain as established in the order, obtain the services of a qualified health professional acceptable to the Director to perform a comprehensive site assessment and prepare a written report to the Director detailing the absence of the risk.
- 4. **Time Requirement to Commence Required Work.** Statements advising that if any required repair or demolition work is not commenced within the time specified, the Director may, if warranted, order the building vacated and posted to prevent further occupancy until the work is completed, and may proceed to cause the work to be done and charge the costs thereof against the property or to its owner, or both.
 - 5. **Possible Sanctions for Non-Compliance.** Statement advising that if all required actions are not completed in accordance with the order, and in

compliance with the Housing Code, any or all of the following remedies may be employed:

- i. Assessment of reinspection fees as described in Article 11 hereof;
 - ii. Enjoin owner from collecting rents, encumbering or transferring the property;
 - iii. Assessment of all costs of enforcement and abatement as a lien against the property, including costs for: inspections, repair, boarding and fencing, vacation, demolition, appointment of a receiver, and all costs and fees of the receiver including the receivers power to encumber the property, relocating the occupants, and reasonable attorneys' fees and costs;
 - iv. Penalties including, but not limited to: civil contempt orders, civil penalties, criminal misdemeanor and/or infraction convictions including fines and jail time in certain instances;
 - v. Inability to deduct from state taxes, expenses for interest, taxes, depreciation or amortization associated with the building, pursuant to California Revenue and Taxation Code Section 17274(a); and
 - vi. Such other injunctive and legal relief as may be warranted under the particular circumstances presented.
6. Lien for All Costs of Abatement. Statement advising that upon completion of all repairs or demolition, the Director may present all costs of enforcement, including costs of repair or demolition ordered under this Chapter, to the City Council for review and confirmation and possible assessment as a lien against the subject property as provided under Section 16.20.750 of this Chapter concerning recovery of costs of repair or demolition.
- c. Service of Notice. The Notice and Order and all notices required to be given by this section shall be served on the responsible party either by personal service, by first class mail, or by certified mail, return receipt requested. Additionally, a copy of the notice and order shall be conspicuously posted at the property which is the subject of the violation. Failure to Receive Notice. The failure of a person to receive a required notice shall not affect the validity of any proceedings taken under this section."

SECTION 6. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," is hereby amended by deleting sections 16.20.430 through 16.20.480 dealing with Administrative Hearings.

SECTION 7. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.560, "Appeal Hearings," is hereby amended to read as follows:

"16.20.560 Appeal Hearings.

- a. Appointment of Hearing Officers. The City Council shall appoint active members of the State Bar of California, or any otherwise qualified individual or board, to serve as hearing officers for appeals brought under this Chapter. The hearing officer appointed herein shall, where appropriate or necessary, serve as the Housing Appeals Board as that term is used in the State Housing Law.
- b. Processing of Appeal. Upon receipt of any appeal and appeal fee filed pursuant to this Article, the Clerk or the Neighborhood Services Division, shall immediately transmit a copy of the written appeal to a person appointed pursuant to this Article to serve as a hearing officer.
- c. Scheduling and Noticing Appeal for Hearing. As soon as practicable after receiving the copy of the written appeal, the following shall occur:
 1. Date. The hearing officer shall fix a date, time, and place for the hearing of the appeal. Such date shall be within fifteen (15) days of the filing of the appeal and payment of the appeal fee.
 2. Notice. At least five (5) days prior to the date of the hearing, the Neighborhood Services Division shall give written notice of the time and place of the hearing to each appellant by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, certified posted prepaid return receipt requested, addressed to each appellant at his or her address shown on the appeal. Notice shall be effective upon personal delivery or five (5) days after mailing.
- d. Subpoena. The hearing officer of the appeal for which the attendance of a witness is required may issue subpoenas and subpoenas duces tecum, and compensate persons subpoenaed.
 1. This power shall be exercised and enforced in the same manner as the similar power granted to the City Council in Chapter 3 (commencing with Section 37104) of Part 2, Division 3 of the Government Code; except that such power shall extend only to matters within this Chapter.
 2. Reasonable fees and expenses may be provided for by City Council resolution for any or all such witnesses regardless of which party subpoenaed them.
 3. Subpoenas shall be signed by the appropriate hearing officer. The issuance and service of any subpoena shall be obtained upon the filing of an affidavit therefore which states the name and address of the proposed

witness, the reasons for the needed testimony and the materiality thereof in detail to the issues involved. The issuance of a subpoena duces tecum shall be obtained upon the filing of an affidavit therefore which specifies the exact items sought to be produced, and the materiality thereof, in detail to the issues involved and state that the witness has the desired things in his or her possession or under his or her control. A subpoena need not be issued when the affidavit is defective in any particular manner.

4. Any person who refuses to attend any hearing or to produce material evidence in his or her possession, or under his or her control, as required without lawful excuse by any subpoena served upon such person as provided for therein, shall be guilty of a misdemeanor.
- e. Conduct Hearing. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter, recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
1. Record. A record of the entire hearing proceeding shall be made by either a certified court reporter or any other means of permanent recording determined to be appropriate by the hearing officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the City Council.
 2. Scope. Only those matters or issues specifically raised by the appellant(s) in the written appeal shall be considered in the hearing on appeal.
 3. Oaths and Certification. In any proceedings under this Chapter, the City Council or the hearing officer has the power to administer oaths and affirmations and to certify official acts.
 4. Oral Evidence. Oral evidence shall be taken only on oath or affirmation.
 5. Rights of Parties. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues of the hearing even though the matter was not raised in the direct examination, to impeach any witness

regardless of which party first called him or her to testify, to present rebuttal evidence and to represent himself or herself or to be represented by anyone of his or her choice who is lawfully permitted to do so. No appellant shall be required to testify without his or her consent.

6. Official Notice. Official notice of any facts which may be judicially noticed by the courts of this state may be taken in reaching a decision. The hearing officer may inspect any building or premises involved in the appeal during the course of the appeal process, provided that (1) notice of such inspection be given to the parties before the inspection is made, (2) the parties are given an opportunity to be present during the inspection, (3) and the hearing officer states for the record upon completion of the inspection the material facts observed and conclusions drawn therefrom. Each party shall then have the right to rebut or explain the matters so stated by the hearing officer.
- f. Decision. After considering the testimony and evidence presented at the hearing, the hearing officer shall issue a written decision. The hearing officer shall state the reasons for the decision and shall send a copy of the decision to the person that requested the hearing and to the Enforcement Officer by certified mail, postage prepaid, return receipt requested. The decision of the hearing officer shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. The decision of the hearing officer is final and may not be appealed.
- g. Stay of Order Pending Appeal. Except for vacation orders or emergency action required to protect the health and safety of the occupants or the public, enforcement of any notice and order, determination, or action of the Director issued under this Chapter shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.
- h. Right to Judicial Review. A person aggrieved by the Hearing Officer's decision may obtain review of the decision by filing a lawsuit with the Superior Court in Sacramento County within ninety (90) days after service of the final decision in accordance with the timelines and provisions set forth in California Code of Civil Procedure Section 1094.6."

SECTION 8. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.600, "Compliance," subsection (a) is hereby amended to read as follows:

"a. General. After any order of the hearing officer or the Director made pursuant to this Chapter becomes final, no person to whom any such order is directed shall fail, neglect or refuse to obey such order. Any such person who fails to comply with any such order may be charged with either an infraction or misdemeanor offense as provided in Section 16.18.205 of Chapter 16.18 of this Code."

SECTION 9. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," section 16.20.600, "Compliance," subsection (b) is hereby amended to read as follows:

"b. Failure to Obey. If, after any order of the hearing officer or the Director made pursuant to this Chapter has become final, the person(s) to whom such order is directed fails, neglects or refuses to obey such order, the Director may cause such person(s) to be prosecuted under this Code, or the Director may institute any appropriate action or proceeding to prevent, restrain, correct or abate the violation or nuisance."

SECTION 10. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," Article 9, "Rental Housing Code Compliance Fee Requirement," is hereby amended to read as follows:

"Article 9 Rental Housing Code Compliance Fee Requirement

16.20.900 Rental Housing Code Compliance Fee Requirement

No rental dwelling unit shall be occupied by a tenant unless there has been paid to the Department the annual Rental Housing Code Compliance Fee for such rental dwelling unit.

16.20.905 Payment of a Rental Housing Code Compliance Fee as a Condition to Rental

There is hereby established, levied, and imposed for each dwelling unit within the City which is operated as a rental dwelling unit, as defined by this Chapter, an annual Rental Housing Code Compliance Fee. For each such rental dwelling unit, the owner shall pay the Rental Housing Code Compliance Fee to the Finance Department in an amount established pursuant to this Chapter.

16.20.910 Rental Housing Code Compliance Fee

The Rental Housing Code Compliance Fee is payable annually at a time designated by the Finance Director.

16.20.915 Billing Procedure

a. The Rental Housing Code Compliance Fee shall be billed for the fiscal year period to the owner of record to be payable annually at a time designated by the Finance Director. All charges for the Rental Housing Code Compliance Fee shall be billed to the owner of record of any such parcel having "rental dwelling units," as shown upon the County Assessor's roll, to the successor in interest to such person, such person's designee, or to any person requesting that such charges be billed to him or her; but in all cases the owner shall be liable for the charges. The Rental Housing Code Compliance Fee may be billed directly by the Finance Department.

b. Adjustments to a Rental Housing Code Compliance Fee bill may be made when appropriate. Any amount paid in excess of the actual computed charge shall be refunded. Any deficiency in the amount paid against the actual computed charge shall be added to the charge for the succeeding billing. No deficiencies or refunds shall be made for a period of more than three years prior to the date that the Finance Department determines that a billing discrepancy exists. An application requesting an adjustment of billing and stating grounds for an adjustment of refund shall be made in writing to the Finance Department or the Department's designee.

16.20.950 Determination of Rental Housing Code Compliance Fee

The City Manager shall annually review the financial condition of the Program for the purpose of making a recommendation to the City Council as to whether the Rental Housing Code Compliance Fee should be adjusted for the next fiscal year, and if so, by what amount. This recommendation shall be presented to the City Council at the same time as the City Manager's annual evaluation of the Program. The City Manager shall take into consideration in this review and recommendation process the receipts deposited in the Housing Code Enforcement Fund during the preceding fiscal year from all sources, including, but not limited to, the Rental Housing Code Compliance Fees and recovered costs, fines, enforcement and penalties, and the present balance of the Fund in light of maintaining prudent reserves for the next fiscal year's operating expenses."

SECTION 11. Rancho Cordova Municipal Code Chapter 16.20, "Rancho Cordova Housing Code," is hereby amended by adding Article 12, "Rental Housing Inspection Program," to read as follows:

"Article 12 Rental Housing Inspection Program

16.20.1200 Periodic Inspections.

- a. The Director may periodically inspect residential rental property in the City. Entry for inspection shall be as a result of either consent or execution of a warrant secured pursuant to California Code of Civil Procedure Sections 1822.51 and 1822.52.
- b. If, upon the periodic inspection of a residential rental property, violations of applicable laws or ordinances are determined to exist, the Director shall enforce the violation pursuant to this Chapter.
- c. Tenants of residential rental property may request an inspection of their individual units in order to ensure that the property complies with applicable state law, the California Building Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings and the Rancho Cordova Municipal Code.

16.20.1205 Notification of Inspections; Inspection Procedure.

- a. A letter of intent to inspect a residential rental property shall be mailed to the Rental Owner or his/her designee stating the date and time of inspection. Additionally, a notice will be posted on the property. Such notification shall give a minimum of 14 days' notice and include a description of areas that will be inspected. However, the property may be inspected earlier upon consent of the Rental Owner or his/her designee.
- b. It shall be the responsibility of the Rental Owner to notify the individual tenants of the inspection and make every effort to facilitate access to the property to be inspected.
- c. Should an inspection need to be canceled or rescheduled, the Rental Owner or his/her designee shall be notified at least twenty-four (24) hours prior to the scheduled inspection date.
- d. In the event a Rental Owner, his/her designee or tenant in possession of the property to be inspected refuses access to said property, the City Attorney is authorized to obtain from a court of competent jurisdiction any warrant necessary to cause the inspection to take place.
- e. Formal Notice and Order. A formal report of the inspection results shall be mailed to the Rental Owner or his/her designee within ten (10) days of the completion of an inspection. Such formal report shall include the results of the inspection. If violations are present, the Director shall also mail and post a formal Notice and Order, pursuant to Section 16.20.400 of this Chapter, indicating the violations, proper remedy for violations, the scheduled reinspection date and time, and any reinspection fees and costs that have been assessed.
- f. Report of Inspection. Rental Owners shall provide the formal report of the inspection results, specified in Section 16.20.1205(e) above, to tenants upon tenants' request.
- g. Reinspections. Reinspections shall be conducted to verify that violations identified on the initial inspection have been corrected. The Rental Owner or his/her designee shall be responsible for scheduling required reinspections with their tenants pursuant to the date of reinspection listed on the Notice and Order.
- h. New Violations. Violations that were not noted on the initial inspection report, but are discovered on the reinspection due to subsequent damage or deterioration shall be subject to correction.

16.20.1210 Exemptions

Newly Constructed Buildings. Newly constructed buildings shall be exempt from this Chapter for a period of five years. The exemption period shall begin to run on the date the Building Department issues a certificate of occupancy.

16.20.1215 Rental Housing Registration Requirement.

- a. Property Required to Register. Every residential rental property located within the City shall be registered. Rental Owners shall obtain registration forms from the Neighborhood Services office.
- b. Registration Information Required. The following information shall be included in every registration:
 - 1. Name and contact information of at least one property title owner;
 - 2. Name and contact information of property manager, if different from owner;
 - 3. Property address or addresses;
 - 4. Type of dwelling (i.e. single-family, duplex, apartment community)
 - 5. Number of residential rental units at each address listed;
 - 6. Number of buildings at each address listed; and
 - 7. Name, address and phone number to contact in case of emergency or for purposes of some necessary action by the City. The name or businesses identified as an emergency contact shall have the authority to act as the owner in cases of emergency or for purposes of allowing the Director to inspect the residential rental property and/or units within the property.
- c. Notification of any change to the information required by the registration form, such as a transfer of ownership or change in emergency contact information shall be required and submitted to the City in writing within sixty (60) calendar days of such change.
- d. Use of Registration Information. All information contained on the registration form shall only be used by the City for issues related to the condition and inspection of the rental property. The information shall not be used for public dissemination.

16.20.1220 Rental Housing Education.

- a. For rental housing properties with severe and/or repeat violations, as determined by the Director, the City shall require the residential Rental Owners and/or their property managers to attend a Rental Housing Management Education program.
- b. The education program shall include, but is not limited to, the following:
 - 1. The rights and responsibilities of residential Rental Owners, property managers, agents of owners and tenants;

2. Proper procedures for conducting interior and exterior rental property inspections;
 3. Rental property maintenance laws and regulations; and
 4. The City's Code Enforcement process.
- c. The Rental Housing Management Education program will be administered by the City or another qualified agency as determined by the City. Rental Housing Owners will be responsible for any fees associated with attending such classes.
- d. Failure to attend required education program will result in a violation of this Chapter and subject to Section 16.20.220."

SECTION 12. 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 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 13. Effective Date.

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

ADOPTED, THIS ____ day of _____, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Anna Olea-Moger, CMC, City Clerk

MEMORANDUM



DATE: November 19, 2007
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: CONCEPTUAL DESIGN APPROVAL FOR WHITE ROCK PARK PEDESTRAIN OVERCROSSING OF HIGHWAY 50

RECOMMENDATIONS

Concur with conceptual recommendations for the design of a new pedestrian bridge over Highway 50 in the vicinity of White Rock Park. Acceptance of alignment and bridge width concept is requested.

RESULT OF RECOMMENDED ACTION

Caltrans will move forward with type size and location bridge design work that is needed to keep the project on schedule. Additional architectural details for the over crossing will be developed in the next two months through consultation between Caltrans and City staff. A final architectural recommendation will be presented to City Council in early 2008.

BACKGROUND

The California Department of Transportation is moving forward with an HOV lane project along Highway 50 in order to improve corridor mobility. The project will provide incentives for commuters to use busses, carpools and vanpools for peak period travel. As part of the project, \$7.2 million will be provided to the City of Rancho Cordova as part of a Community Enhancement effort that is intended for architectural improvements.

The Caltrans HOV project will build center HOV lanes between Watt Avenue and Sunrise Boulevard, reconstruct pedestrian over crossings and complete sound walls along the corridor. The Community Enhancement funds will support architectural improvements to these facilities that go beyond standard improvement requirements. These funds can also be used to support additional landscaping along the corridor.

In order to keep the structural design for the White Rock over crossing on schedule, the alignment, width and profile for the structure must be identified. The alignment and profile are constrained by available land area and by the requirements of the Americans with Disabilities Act. Caltrans standard width for the structure is 8 feet (similar to the existing structure width), and City staff is recommending the use of Community Enhancement funds to expand the bridge structure width to 12 feet. As an example, the pedestrian bridge over Highway 50 east of the Hazel Avenue interchange is 12 feet wide. This design width modification will require approximately \$1 million from the Rancho Cordova Community Enhancement fund.

Following the structure type and size decision, City Staff and Caltrans Staff will coordinate to develop a plan for the provision of additional architectural features on the over crossing and for the new sound walls. We will also consider additional landscaping along the corridor. This process will require a prioritized plan that will focus on the remaining budget available from the Community Enhancement fund.

Prioritizations for the Community Enhancement program will focus on special fencing, lighting and architectural finishes for the White Rock over crossing, special treatments for sound walls including artwork and other finish designs that can include graffiti abatement and landscaping concepts for interchange areas and along areas adjacent to sound walls between interchanges.

MEMORANDUM



DATE: November 19, 2007
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: 1ST QUARTER FINANCIAL REPORT – FY 2007/2008

RECOMMENDATION

Receive and file report

BACKGROUND

This is the first quarter financial report for the 2007/2008 Fiscal Year and will discuss the following topics:

- Cash balances, including interest earnings
- General Fund Revenue and Expense
- Report on the various other funds that include:
 - Special Revenues
 - Enterprise
 - Debt Service

ATTACHMENT

City of Rancho Cordova Financial Report for the Quarter Ending September 30, 2007

**CITY OF RANCHO CORDOVA
FINANCIAL REPORT
FOR THE QUARTER ENDING SEPTEMBER 30, 2007
FISCAL YEAR 2007/2008**

This is the first quarter financial report for the 2007/08 Fiscal Year and will discuss the following topics:

- Cash balances, including interest earnings
- General Fund Revenue and Expense
- Report on the various other funds that include:
 - Special Revenues
 - Enterprise
 - Debt Service

CASH

At June 30, 2007, the City had the following cash that was available to operate the City on a day-to-day basis:

Investment	Amount
Local Agency Investment Fund (LAIF)	\$ 17,252,832
US Bank – checking	236,667
Wells Fargo – checking	554,367
MBIA	388,242
California Asset Management Program (CAMP)	9,965,959
	<u>\$ 28,398,067</u>

The City earned \$654,057 in interest (\$232,661 LAIF, \$325,958 CAMP, MBIA \$59,367, Wells Fargo \$48,886) during the first quarter ending September 30, 2007. At September 30, 2007 the interest rate earned on LAIF investments was 5.24%. The dividend yield for CAMP Investments was 5.19%. Interest earnings are deposited into a holding account until the end of the year. At that time, they are allocated to the various funds based on cash balances.

GENERAL FUND

Revenues

The General Fund is the City's lifeline and provides both funding and expenditure sources to operate the majority of services delivered to the citizens of the City.

GENERAL FUND (Continued)

Since the City operates on a modified cash basis, revenues are not recognized until they are received. An accrual is made at the end of the year for revenues belonging to the period but received in the next year. Following are some examples of when the City receives funds:

- **Property Taxes:** Due to the Revenue Neutrality Agreement with the County, the City receives very little of the traditional property tax payments other cities enjoy. This will change over time as the formula increases the City share. Payments are received in January and May. A final true-up payment is received in July or August.
- **Sales Taxes:** 75% of the 1% that the City is entitled to is received on a monthly basis. The remaining 25% is provided from the County as part of the State's "triple flip" program which was developed to allow the State to issue deficit reduction bonds in fiscal year 2003-04. By trading State general fund revenues for part of the cities' share of sales tax, the State was able to produce the dedicated revenue source demanded by the bond market to support the debt services on these bonds. These payments are made to the City in January and May of each year.
- **Motor Vehicle Fees Payments:**
 - Previously the State reduced the motor vehicle fee that residents pay. Since cities were entitled to a portion of these fees, the reduction impacted this revenue source. Prior to budget problems on the state level, the state made up the difference out of their General Fund. During the budget crisis, the state decided not to make up the difference. As a result, Proposition 1A was passed that restored the total amount to the cities.
 - **Regular motor vehicle payment:** this represents the amount that the State makes on a monthly basis based on the reduced amount.
 - **In-lieu property taxes:** this represents the difference due the cities and is paid from ERAF property taxes by the County. This revenue accelerates based on growth in Assessed Valuation. This is received in January and May of each year.
 - **Hardship payment:** this represents the amount that is given to newly incorporated cities for seven years and is paid on a monthly basis.
- **Transient Occupancy Taxes:** These are remitted monthly in arrears by the various hotels/motels.
- **Utility Users:** These are remitted monthly in arrears by the various utility companies.

GENERAL FUND (Continued)

General Fund revenue results for the first quarter of fiscal year 2007 – 2008 are as follows:

	Budget	Year to Date	Percent Received
REVENUES			
Property Taxes (including Motor Vehicle In-Lieu)	\$ 13,595,000	\$ -	0%
Sales Taxes	10,370,000	1,310,827	13%
Other Taxes	5,439,000	602,818	11%
Total Taxes	29,404,000	1,913,645	7%
Licenses, Permits and Fees	3,386,000	824,456	24%
Charges for Services	9,501,512	205,188	2%
Intergovernmental	1,215,000	230,911	19%
Franchise Fees	1,132,000	49,112	4%
Fine and Forfeitures	422,000	53,617	13%
Use of Money and Property	1,195,000	822,293	69%
Other Revenue	-	733	0%
SUB-TOTAL	46,255,512	4,099,955	9%
Transfers In	889,105	-	
TOTAL GENERAL FUND REVENUES	\$ 47,144,617	\$ 4,099,955	9%

Overall, General Fund revenues are at 9% of the budget.

As discussed above the City does not receive its property tax until the end of January. The City receives 75% of its sales taxes on a monthly basis, and the remainder via the property tax payment in January and May. Even so, based on these numbers and based on our meetings with our sales tax consultant, we are experiencing a decline in sales tax revenues and appear to be receiving revenues below our projections. Other taxes include TOT and UUT, both of which have a delay in reporting and remitting. TOT taxes received as of September 30, 2007 represent revenues from July and August and UUT receipts are from August only. Taking the timing into consideration, both the TOT and the UUT appear to be on target.

Licenses, Permits and Fees are right on target at 24% of the budget.

Charges for Services include cost recovery for legal, planning and public works. The first billing for this fiscal year was done as of October 31, 2007 so the resulting revenue will not show until the next quarterly report. Charges for Services are showing at 2% of the budget, but if we incorporate the revenue generated from the October billing it comes in at 12% of the budget. While this

GENERAL FUND (Continued)

seems low, we do see a corresponding relationship on the expenditure side indicating a reduced level of activity, not a reduced level of cost recovery.

At 19% budget to actual Intergovernmental Revenues are slightly behind where they should be. The primary component of this category is the Motor Vehicle Fee payments, for which we have only received two months worth of payments, putting us on target with the budget for the same time period.

In prior years the City did not budget for interest income. The 2007/08 budget incorporates interest income for the first time. Use of Money and Property, which includes interest income, is shown above at 69% of the General Fund Budget. However, all interest is currently reported in the General Fund and will be allocated out to the other funds based on their respective cash balances. The other component of Use of Money and Property is rental income which is currently right on target at 26% of the budget.

Franchise Fee revenue appears low at only 4% of the budget. Cable and PG&E franchise fees aren't received until the end of the year and represent apx. 30% of the total activity in this account. However, after adjusting for the timing of these two large receipts, Franchise Fee revenue still appears low and the Finance Department will be conducting further investigation into these receipts.

Expenditures

General Fund expenditures through September 30, 2007, by department were as follows:

	BUDGET	TOTAL EXPENDITURES	PERCENTAGE
Legislative			
City Council	\$ 324,485	\$ 55,802	17%
Advisory Boards	351,700	5,203	1%
City Attorney	1,196,000	122,139	10%
Sub-Total Legislative	1,872,185	183,144	10%
General Government			
City Manager	1,153,544	207,743	18%
PIO	696,276	112,033	16%
City Clerk	579,843	92,727	16%
Human Resources	528,792	69,810	13%
Administrative Support	392,883	90,735	23%
Finance	1,207,960	200,266	17%
Facilities Management	1,029,262	234,628	23%
Animal Services	360,732	81,925	23%
Information Technology	771,115	147,847	19%
Risk Management	425,000	74,730	18%
Economic Development	644,745	74,148	12%
Housing	443,175	23,758	0%
Sub-Total General Government	8,233,327	1,410,350	17%

GENERAL FUND (Continued)

	BUDGET	TOTAL EXPENDITURES	PERCENTAGE
Police	15,415,000	938,877	6%
Community Prosecutor	107,000	27,330	26%
Community Development			
Planning	3,344,580	520,958	16%
Building & Safety	2,131,413	477,180	22%
Code Enforcement	580,536	81,294	14%
Neighborhood Services	-	37,599	0%
Sub-total Comm. Dev.	6,056,529	1,117,031	18%
Public Works	7,473,512	708,352	9%
Non-Departmental	6,671,933	90,235	1%
SUB-TOTAL	\$ 45,829,486	\$ 4,475,319	10%
Transfers Out	1,190,000	174,644	15%
TOTAL EXPENDITURES	\$ 47,019,486	\$ 4,649,963	10%

General fund expenditures as of September 30, 2007 are 10% of the budgeted expenditures. This is just slightly higher than revenues received for the same period (9% of budget). This is reasonable given that expenses tend to be processed in a constant flow, whereas some revenues are received at fixed points throughout the year.

While it is still very early in the year, it does appear that both revenues and expenditures are coming in slightly below projections, but the relationship between revenues and expenditures remains on target.

OTHER FUNDS

Special Revenue Funds

The City maintains a number of other funds that are either restricted in their use or are required to be reported separately by governmental accounting rules. These funds include the **Special Revenue Funds** that are designed to account for those activities that are specifically restricted in their use. Included among those funds are all of the Development Impact Fees, Gas Tax, Measure A, CDBG and Grants.

	BUDGET	ACTUAL	PERCENTAGE
REVENUES			
Impact Fees	13,331,525	3,281,755	25%
Grants	3,118,875	8,784	0%
Measure A	1,839,909	-	0%
Gas Tax	1,320,500	110,811	8%
Interest	152,210	-	0%
Total Revenues	\$ 19,763,019	\$ 3,401,350	17%
EXPENDITURES			
Transfers Out	31,729,762	298,645	1%
Operating	2,211,823	94,021	4%
Capital Outlay	790,000	1,438,509	182%
Total Expenditures	\$ 34,731,585	\$ 1,831,175	5%

Impact fee revenues are right on target with the budget.

Grant Revenue and Measure A revenues appear very low, but this is normal for this time of year. Both of these revenues are received on a reimbursement basis. Public Works is currently in the process of preparing the reimbursement request for Measure A revenues and various grant reimbursements are in the process of being requested as well. These revenues will be included on the next quarterly report.

Gas Tax revenue represents only one month of receipts. We received additional monies in October, for August and September, which puts us on track with the budget.

As mentioned in the General Fund section above, interest income has been recorded, but not allocated out to the funds yet.

On the expenditure side we see that we are at only 5% of the budget. Transfers out don't typically happen until the end of the year and operating expenses are low because we haven't yet been presented with an accurate invoice from the county for Measure A Maintenance activities. We owe them approximately \$350,000 and if paid, that would put operating expenses at 20% of the budget.

OTHER FUNDS (Continued)

Capital Outlay appears over budget due to two cash outs of impact fee credits, which aren't incorporated in the budget.

As with the General Fund, the first quarter of a fiscal year is not usually indicative of trends in performance and results should start to smooth out with the next quarterly report.

Enterprise Funds

The Kilgore Cemetery is the City's only Enterprise Fund. Enterprise Funds are used to report activities for which a fee is charged to external users for goods or services with the intent of fully recovering the cost of providing services including capital costs such as depreciation. Enterprise Funds are generally accounted for as a business activity, rather than a governmental activity. Kilgore Cemetery revenues and expenditures as of September 30, 2007 are as follows:

	BUDGET	ACTUAL	PERCENTAGE
Operating Revenues	-	-	0%
Interest	-	-	0%
Transfers In	-	-	0%
Total Revenues	\$ -	\$ -	0%
Operating	78,000	7,379	9%
Transfers Out	-	-	0%
Total Expenditures	\$ 78,000	\$ 7,379	9%

The Kilgore Cemetery was rededicated and opened in May 2007. Since that time staff has been working to establish operating procedures including a fee schedule. Given the market rates for cemetery activities, the Kilgore Cemetery will not be able to break even until expansion occurs, thereby creating more graves and niche wall spaces. Because the addition of graves and niche wall spaces does not significantly increase the cost of operations, their addition and subsequent sales will help to offset the ongoing maintenance and other operational costs. Until then, the fund will operate at a deficit and will receive general fund augmentation.

In the current year, we have no revenues and \$7,379 of operating expenses due to timing of maintenance invoices.

Debt Service Funds

The City maintains four **Debt Service Funds** to account for debt that is associated with the City. Three of the four funds are associated with the Mello Roos districts (Sunridge – Anatolia: CFD 2003-1, Sunridge Park: CFD 2004-1 and Sunridge North Douglas: CFD 2005-1). Of those districts, only Sunridge

OTHER FUNDS (Continued)

Anatolia has debt issued. CFD 2004 issued debt in July 2007 and it is anticipated that CFD 2005 will issue debt in FY 2008 as well. Since this is not City backed debt, it is not included below.

The remaining debt is associated with the Public Financing Authority Corporation. It was this corporation which issued the two Certificates of Participation (COPs) associated with the purchase of City Hall and the Kilgore properties. The City made its first payment on the City Hall COP in February 2006. The first payment for the Kilgore property was made in March 2006.

	BUDGET	ACTUAL	PERCENTAGE
Interest	-	-	0%
Transfers In	1,867,980	473,289	25%
Total Revenue	\$ 1,867,980.00	\$ 473,289.00	25%
Debt Service	1,867,980	1,341,872	72%
Transfers Out	-	-	0%
Total Expenditures	\$ 1,867,980	\$ 1,341,872	72%

While the budget shows Transfers In equal to Debt Service expense, this is rarely a reality. Fiscal agents typically use any excess reserves and interest income on hand to apply to debt service payments before requesting cash from the City. Therefore, the amount needed to transfer in to the debt service fund to meet the debt service payment is usually less than the total debt service payment itself. This is why the Debt Service expense above is greater than the transfer in. The Debt Service expense is greater than the budget due to the final payment on the refinancing of the City Hall COP's that wasn't incorporated in the budget.

SUMMARY

Due to the timing of transactions, revenue flows and reimbursement requests, it is very early in the year to identify trends in budget to actual. So far we are seeing revenues coming in under budget and expenditures coming in under-budget as well, by almost the same amount. Staff is keeping a close watch over our Sales Tax revenue and our Economic Development Department has been included in the meetings with our Sales Tax consultant to determine what we can do to reverse this negative trend.

Overall, the financial health of the City continues to be solid. The cash balance continues to be healthy, although less than the prior quarterly report due to the timing of cash flows.

Summary information was provided in this report. If anyone desires detailed, line item information they may contact the Finance Department.

FOR THE RECORD – NOVEMBER 19, 2007 RANCHO CORDOVA CITY COUNCIL
MEETING – ITEM 11.1

Joyce at 916-548-8555 left a voice mail message for City Clerk Anna Olea-Moger that she wanted to register a telephone objection to the following item:

11.1. **Subject:** Ordinance Amending Rancho Cordova Municipal Code Chapter 16.20, Updating the Chapter and Establishing a Rental Housing Inspection Program.

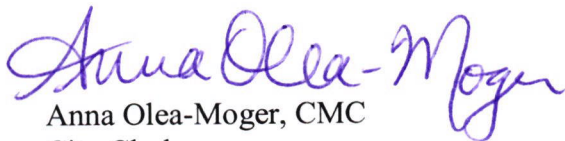
Recommendation: Waive first reading and introduce Ordinance No. 26-2007.
(Roll Call Vote)

Result of Recommended Action: Adoption of this ordinance will update Chapter 16.20 of the City's Municipal Code, "Rancho Cordova Housing Code," and establish a Rental Housing Inspection Program. The purpose of this Program will be to ensure that all rental housing complies with State mandated minimum housing requirements.

Staff Report: Curt Haven and Kerry Simpson, Economic Development Department and Jose Sanchez, City Attorney's Office

Advances Goals: 1, 6, 7, 8, 10 and 13

Joyce's voice mail stated her objection is for frivolous use of taxpayer dollars and that the issue should be dealt with on a complaint basis only.



Anna Olea-Moger, CMC
City Clerk
City of Rancho Cordova



HUMAN RIGHTS / FAIR HOUSING COMMISSION

OF THE CITY AND COUNTY OF SACRAMENTO

1112 "I" Street, Suite 250 ~ Sacramento, CA 95814 Tel: (916) 444-6903 Fax: (916) 444-6630

A Government Agency Established To Enforce Civil Rights Laws



*Letter fax'd at 11-19-07
+received 4:16 pm*

HUD Approved Housing Counseling Agency

Fair Housing Program
Investigations
Fair Housing Testing
Fair Housing Training

Fair Employment Program
Employment Training
Mediation

Hate Crime Unit
Investigations
Training

Tenant/Landlord Services
Tenant/Landlord Hotline
Mediation of Disputes

Court Programs
Small Claims Advisory Clinic
Small Claims Mediations
Unlawful Detainer Mediations
Unlawful Detainer Advisory Clinic

Contract Cities/Counties
City of Sacramento
Citrus Heights
County of Sacramento
Elk Grove
Folsom
Galt
Isleton
Rancho Cordova
West Sacramento

Center for Human Rights
Law & Advocacy 501 (c) 3

Affiliations
California Reinvestment Committee
City of Sacramento Disability
Advisory Commission
McGruff The Crime Dog
Paratransit
Sacramento Association of Realtors
SETA-Community Action Board
Sheriff's Advisory Committee
U.S. Attorney Hate Crime Task Force

Advisory Board Members
Dana Mitchell, Chairperson
Janet Ruggiero, Vice Chairperson
Ralph Carmona
Nelson, Janes
Dr. Darriek Lawson
Brian May
Christina Polley
Loren Reed
Barbara Ross
Miko Sawamura
Shirley Uplinger

Executive Director
Barbara Lehman

November 19, 2007

David Sander, Mayor
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Dear Mayor Sanders:

On behalf of the Human Rights/Fair Housing Commission (Commission) I am sending you our full support of the Rental Housing Inspection Ordinance. We believe this ordinance is a vital part of the preservation of safe and habitable housing for the residents living in Rancho Cordova.

Your City staff, Curt Haven, Reed Flory and Kerry Simpson are to be commended for their great work and willingness to include the stakeholders, such as the Commission and the Rental Housing Association and allowing us to add our comments to this ordinance.

We look forward to working with your staff during the implementation this ordinance. If you have any questions please do not hesitate to contact me at (916)444-6903 ext.132 or blehman@hrfh.org.

Barbara Lehman
Executive Director

cc: Linda Budge
Robert McGarvey
Ken Cooley
Dan Skoglund
Curt Haven
Reed Flory
Kerry Simpson