



CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO
THE CRA/RCFC

Monday, February 06, 2012

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member



Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2012

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CITY HALL CLOSURE DATES

Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksgiving Day
Fri, Nov 23 - Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Mon, Dec 31 - New Year's Eve

2013 - Proposed

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CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Tue, Dec 31 - New Year's Eve

*Dates Pending Approval

2014 - Proposed

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

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

Monday, February 06, 2012

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

The Mayor will call on someone in attendance to give the invocation.

5. PRESENTATIONS

NONE.

6. PUBLIC COMMENT

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes of:
a) January 17, 2012 Regular Meeting; and
b) January 30-31, 2012 Special Meeting.
Recommendation: Adopt minutes.

- 8.2 **Subject:** Ordinance Amending the Folsom Boulevard Specific Plan (FBSP) to Add Building Replacement Policy and Exceptions Sections
 Recommendation: Waive second reading and adopt Ordinance No. 2-2012.
 Result of Recommended Action: Adoption of this ordinance will amend Section IV of the Folsom Boulevard Specific Plan. The amendment will add greater flexibility for development within the Specific Plan by adding Building Replacement Policy and Exceptions sections.
 Staff Report: Paul Junker, Planning Department
 Advances Goals: 1, 5, 9, and 11
- 8.3 **Subject:** Resolution Authorizing the City Manager to Execute Three On-Call Contracts for Emergency Electrical Maintenance in the Amount not to Exceed \$200,000 for Each Contract
 Recommendation: Adopt Resolution No. 8-2012.
 Result of Recommended Action: Adoption of this resolution will allow Public Works to contract with ITS Republic, M&M Electric, and Pacific Excavation, to repair street lights which have been damaged by wire theft.
 Staff Report: Cyrus Abhar, Public Works Department
 Advances Goals: 1, 4, 6, 8, and 11

9. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

- 9.1 **Subject:** Resolution Approving PetSmart Indoor Animal Training and Daytime Boarding Conditional Use Permit - Project No. DD7399; Located at 10830 Olson Drive
 Recommendation: Adopt Resolution No. 9-2012.
 Result of Recommended Action: Adoption of this resolution will allow the applicant to expand their training facility, along with providing a day camp component for daytime boarding only. No exterior modifications are proposed to the existing building. The day camp will be conducted within the interior of the existing building.
 Staff Report: William Campbell, Planning Department
 Advances Goals: 5 and 9

10. **PUBLIC HEARING ITEMS**

NONE.

11. **REGULAR CALENDAR ITEMS**

- 11.1 **Subject:** Resolution Authorizing the City Manager to Execute an Operational Agreement with the County of Sacramento for Participation in the Quarry Truck Management Plan Program
 Recommendation: Adopt Resolution No. 10-2012.
 Result of Recommended Action: Adoption of this resolution will authorize the execution of an Operational Agreement with the County of Sacramento. This agreement will define the benefits and obligations of each party for participation in the Quarry Truck Management Plan (TMP) program.
 Staff Report: Cyrus Abhar, Public Works Department and Adam U. Lindgren, City Attorney's Office
 Advances Goals: 2 and 11

12. **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

13. CITY MANAGER'S REPORT

- Major Projects Updates
- Entertainment Center Update

14. ADJOURNMENT



ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

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

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays 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>Wednesday, February 15, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – Ethics (AB1234) and FPPC Training</i>
Friday, February 17, 2012	FURLOUGH DAY – CITY HALL CLOSED
Monday, February 20, 2012	PRESIDENT'S DAY – CITY HALL CLOSED
<i>Tuesday, February 21, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Friday, February 24, 2012</i>	<i>10:30 a.m. Special Meeting – Annual Corporate Report</i>
<i>Tuesday, February 28, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>
<i>Monday, March 5, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD</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 and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

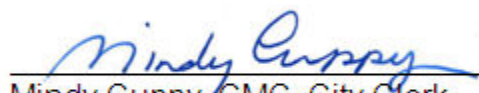
The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. 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, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, February 06, 2012 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on February 2, 2012 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 website at www.cityofranhocordova.org.

Signed February 2, 2012 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk





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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, January 17, 2012

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

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:32 PM.

Council Members Present: Sander, Budge, Cooley (in at 6:21 p.m.), McGarvey, Skoglund

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Chinn, Abhar, Silva, Garcia, Junker, Blair, Esquivel, Campbell, Holt, Gassaway, Delaney, Snyder, Haven, Flory, Hayes, Jordan, Stricker, Samuelson, and Runner.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

City Clerk, Mindy Cuppy announced the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

Sergeant Klause lead the pledge.

4. INVOCATION

Pastor Jack McNary, River Valley Church, gave the invocation.

5. PRESENTATIONS

- 5.1 Vice Mayor Linda Budge presented a proclamation to IRS Outreach and Education Specialist, Lorie Declarador in Recognition of the VITA Tax Site at Rancho Cordova City Hall.
- 5.2 Allied Waste Services Community Relations Manager, Heather Pollock presented on the "Trim Your Waste" Contest.
- 5.3 Mayor David Sander presented a proclamation in Recognition of National Mentoring Month to the Folsom Cordova Community Partnership's Youth Development Manager Jennifer Ellis.
- Jennifer Ellis along with Mentoring Match Lynne Manaham and Paige Fallis gave a presentation on Growing and Mentoring Rancho Cordova Youth.
- 5.4 Finance Director, Donna Silva introduced Accounting Technician Maricruz Esquivel.

6. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed the Council:

- Joy Moon on helping children in North Korea
- Steve Vincent regarding utilities/water rates
- Gil Ruiz on traffic safety

Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

URGENCY ITEM ADDED TO THE AGENDA

- 7.1 Vice Mayor Budge requested that the City Council direct staff to write a letter to Sacramento Regional Transit in opposition of them charging parking fees at Rancho Cordova light rail stations.

ACTION: Motion to approve by Budge second by Cooley; Council made the determination that there is an immediate need to take action and that the need arose after the posting of the agenda.
Carried by a 5:0 vote.

ACTION: Motion to approve by Budge second by McGarvey; Council directed staff to draft a letter in opposition to Sacramento Regional Transit regarding charging parking fees at Rancho Cordova light rail stations.
Carried by a 5:0 vote.



8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by Cooley; Council approved the Consent Calendar with the exception of agenda items 8.4 through 8.7, which were pulled for separate discussions.
Carried by a 5:0 roll call vote.

8.1 **Subject:** Meeting Minutes of:

- a) December 19, 2011 Regular Meeting;
- b) December 29, 2011 Special Meeting;
- c) January 3, 2012 Special Meeting;
- d) January 6, 2012 Special Meeting; and
- e) January 10, 2012 Special Meeting.

Recommendation: Adopt minutes.

8.2 **Subject:** Resolution Authorizing the Utilization of the State of California's Citizens Option for Public Safety Program Funds (COPS)

Recommendation: Adopt Resolution No. 2-2012.

Adoption of this resolution will result in preservation of unused prior year grant funds in the amount of \$214,933, and allow for the spending of both the prior year carryover funds and the current year allocation, \$124,301, in accordance with Government Section Code 30061.

Staff Report: Donna Silva, Finance Department and Marc Fontes, Rancho Cordova Police Department

Advances Goals: 1, 4, 5, 7, and 12

8.3 **Subject:** Resolution Authorizing the City Manager to Execute a First Amendment with Coast Landscape Management for Citywide Landscape Maintenance Services

Recommendation: Adopt Resolution No. 3-2012.

Result of Recommended Action: Adoption of this resolution will allow the City to continue receiving services by Coast Landscape Management. The amendment will increase the amount not to exceed from \$601,464 to \$900,000 due to the increased quantity of work.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 4, and 11

8.4 **Subject:** Approval of Council Member Appointments to the Sacramento Regional Transit (RT) Board of Directors.

Recommendation: That Council confirms their appointments to the 2012 Sacramento Regional Transit (RT) Board of Directors.

Result of Recommended Action: Vice Mayor Budge will be appointed to represent the City of Rancho Cordova on the Sacramento Regional Transit (RT) Board of Directors. Mayor David Sander will serve as the alternate appointment.

Staff Report: Mindy Cuppy, City Clerk

Advances Goals: 1, 2, 4, and 13.

ACTION: Motion to approve by Cooley second by Skoglund; Council confirmed their appointments to the 2012 Sacramento Regional Transit (RT) Board of Directors.
Carried by a 4:0 vote (Budge abstained).

- 8.6 **Subject:** A Resolution of the City Council and Agency Board Determining that the City of Rancho Cordova Has Not Forgiven Any Debt of the Redevelopment Agency to the City of Rancho Cordova

Recommendation: That Council and Agency Board:

- a) Adopt Resolution No. 6-2012; and
- b) Adopt Resolution No. CRA 2-2012.

Result of Recommended Action: Adoption of these resolutions will confirm that no debt has been forgiven between the Community Redevelopment Agency and the City of Rancho Cordova during the period of January 1, 2010 through December 31, 2011. The approved resolutions will be forwarded to the California State Controller to fulfill the legislative reporting requirement.

Staff Report: Micah Runner, Economic Development Department

Advances Goals: 11

COUNCIL ACTING AS THE REDEVELOPMENT AGENCY

ACTION: Motion to approve by Budge second by Skoglund; the Agency Board adopted Resolution No. CRA 2-2012.
Carried by a 5:0 roll call vote.

ACTION: Motion to approve by Budge second by Cooley; Council adopted Resolution No. 6-2012.
Carried by a 5:0 roll call vote.

- 8.7 **Subject:** A Resolution Designating Responsibility for the Community Redevelopment Agency of the City of Rancho Cordova's Housing Assets and Obligations

Recommendation: Adopt Resolution No. 7-2012.

Result of Recommended Action: Housing assets and functions associated with the 20% Low and Moderate Income Housing set-aside monies will be transferred from the Community Redevelopment Agency of the City of Rancho Cordova to the City of Rancho Cordova.

Staff Report: Reed Flory and Jessica Hayes, Housing Administration

Advances Goals: 1, 5, 6, 7, 8, and 11

GROWING STRONG NEIGHBORHOODS

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 7-2012 as amended.
Carried by a 5:0 roll call vote.

- 8.5 **Subject:** Resolution Approving an Amended Enforceable Obligation Payment Schedule Required Under ABx1 26
Adopt Resolution No. CRA 1-2012.

Result of Recommended Action: Adoption of this resolution will update the Enforceable Obligation Payment Schedule (EOPS) to remain in compliance with the provisions of AB26 and the California Supreme Court's ruling in "California Redevelopment Association v. Matosantos" on December 29, 2011. The original EOPS was adopted in August 2011, and amended on December 29, 2011. This will be the second amendment. Upon adoption, staff will forward the information to the required parties and will post the amended schedule on the City's website as required under the legislation.

Staff Report: Donna Silva, Finance Department and Adam U. Lindgren, City Attorney's Office

Advances Goals: 11

COUNCIL ACTING AS THE REDEVELOPMENT AGENCY



ACTION: Motion to approve by Budge second by McGarvey; Council continued this item to the January 30, 2012 Special Meeting at a different location.
Carried by a 4:0 vote (Skoglund absent).

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Ordinances Amending the Folsom Boulevard Specific Plan (FBSP) to Add Building Replacement Policy and Exceptions Sections

Recommendation: That Council:

- a) Waive readings and adopt Urgency Ordinance No. 1-2012; and
- b) Waive the first reading and introduce Ordinance No. 2-2012.

Result of Recommended Action: Adoption of these ordinances will amend Section IV of the Folsom Boulevard Specific Plan. The amendment will add greater flexibility for development within the Specific Plan by adding Building Replacement Policy and Exceptions sections.

Staff Report: Paul Junker, Planning Department

Advances Goals: 1, 5, 9, and 11

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

ACTION: Motion to approve by Budge second by Cooley; Council adopted Urgency Ordinance No. 1-2012.
Carried by a 5:0 vote.

ACTION: Motion to approve by Budge second by Cooley; Council waived the first reading and introduced Ordinance No. 2-2012.
Carried by a 5:0 vote.

10.2 **Subject:** Resolution Approving Walgreens Pharmacy and Store to be Located at 10701 Folsom Boulevard

Recommendation: Adopt Resolution No. 5-2012.

Result of Recommended Action: Adoption of this resolution will accomplish the following for the proposed Walgreens project: grant an exception to the development standards of the Folsom Boulevard Specific Plan (FBSP); approve a Conditional Use Permit for a drive up pharmacy window; approve a three lot Parcel Map; abandon an unused utility easement; and, approve the project's design review subject to the project Conditions of Approval. In total, these actions will allow the Walgreens project to be constructed upon a site currently occupied by the Cordova Inn.

Staff Report: William Campbell, Planning Department

Advances Goals: 1, 5, and 9

ACTION: Motion to approve by Budge second by Cooley; Council adopted Resolution No. 5-2012 with amendments to the design review.
Carried by a 5:0 vote.

- 10.3 **Subject:** Resolution Approving Design Review - New Building B, Rancho Cordova Target Shopping Center, Project No. DD7342; Located at 10831 Olson Drive

Recommendation: Adopt Resolution No. 4-2012.

Result of Recommended Action: Adoption of this resolution will grant design review approval for Building B within the Rancho Cordova Target Shopping Center. Project approval would allow construction of a new building (to be occupied by Panda Express and two or three new tenant spaces), with upgraded landscaping, parking and site improvements. Along with the recent rebuild of the Target store and the rehabilitation of the store front for Ross and Marshall's, this new building continues to set a higher design quality for commercial buildings in this area of Rancho Cordova.

Staff Report: William Campbell, Planning Department

Advances Goals: 1, 5, and 9

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 4-2012.
Carried by a 5:0 vote.

11. REGULAR CALENDAR ITEMS

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

City Manager Ted Gaebler presented on the following:

- Introduction of the City Manager's Office roles
- International City/County Management Association (ICMA) Video
- Communications/Legislative Affairs
- Special Projects
- Administrative Support

14. ADJOURNMENT

Mayor Sander adjourned the regular meeting at 9:57 p.m. in memory of Warren Steinman.

Mindy Cuppy, CMC, City Clerk





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

**Kilgore Center / Larry Canfield Community Room
2897 Kilgore Road, Rancho Cordova, CA**

Special Meeting

8:00 AM – Monday, January 30, 2012

8:00 AM – Tuesday, January 31, 2012

MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order on January 30, 2012 at 8:48 AM.

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

Council Members Absent: None.

Staff Present: Gaebler, Lindgren, Haven, Abhar, Silva, Hadley, Chinn, Garcia, Simpson, Cuppy, Junker, Peterson, Leitner, Snyder, Holt, Richeal, White, Davis, Gassaway, Hall, Ulm, Hoffman, Runner, and Mingay.

Mayor Sander called the special meeting to order on January 31, 2012 at 8:42 AM.

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

Council Members Absent: Skoglund.

Staff Present: Gaebler, Lindgren, Haven, Abhar, Silva, Hadley, Chinn, Garcia, Simpson, Cuppy, Junker, Peterson, Leitner, Snyder, Holt, Richeal, White, Davis, Gassaway, Hall, Ulm, Hoffman, and Runner.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEMS

3.1 City Council and Staff Learning Retreat

ACTION: Discussion item only; no action taken.

3.2 **Subject:** Resolution Approving an Amended Enforceable Obligation Payment Schedule Required Under ABx1 26

Recommendation: Adopt Resolution No. CRA 1-2012.

Result of Recommended Action: Adoption of this resolution will update the EOPS to remain in compliance with the provisions of AB26 and the California Supreme Court's ruling in "California Redevelopment Association v. Matosantos" on December 29, 2011. The original EOPS was adopted in August 2011, and amended on December 29, 2011. This will be the second amendment. Upon adoption, staff will forward the information to the required parties and will post the amended schedule on the City's web site as required under the legislation.

Staff Report: Donna Silva, Finance Department and Adam U. Lindgren, City Attorney's Office

Advances Goals: 11.

COUNCIL ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY

ACTION: Motion to approve by Cooley second by Budge; Council acting as the Community Redevelopment Agency of the City of Rancho Cordova (CRA) adopted Resolution No. CRA 1-2012.
Carried by a 5:0 roll call vote.

4. ADJOURNMENT

Mayor Sander adjourned the special meeting on January 30, 2012 at 9:48 PM.

Mayor Sander adjourned the special meeting on January 31, 2012 at 4:03 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: February 6, 2012

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: ORDINANCE AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN (FBSP) TO ADD BUILDING REPLACEMENT POLICY AND EXCEPTIONS SECTIONS

RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will amend the Section IV of the Folsom Boulevard Specific Plan. The amendment will add greater flexibility for development within the Specific Plan by adding Building Replacement Policy and Exceptions sections.

ADVANCES GOALS: 1, 5, 9, and 11

BACKGROUND

This ordinance was introduced on January 17, 2012 in response to City Council direction provided in December 2011. The ordinance will take effect on March 7, 2012.

ENVIRONMENTAL DETERMINATION

The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). Subsequently, the City adopted the Folsom Boulevard Specific Plan Mitigated Negative Declaration (MND) in July 2008 to address project specific impacts that were not fully addressed in the General Plan EIR. The Folsom Boulevard Specific Plan amendment is an activity within the scope of the General Plan Program EIR and FBSP MND and no further environmental review is required. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines Section 15162.

ATTACHMENT

Ordinance No. 2-2012 including **Exhibit A** – Redline Section IV

CITY OF RANCHO CORDOVA

ORDINANCE NO. 2-2012

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN TO ADD BUILDING
REPLACEMENT POLICY AND EXCEPTIONS SECTIONS**

WHEREAS, on November 6, 2006, the City of Rancho Cordova ("City") adopted Ordinance 57-2006, establishing the Folsom Boulevard Specific Plan ("FBSP"), amending the Zoning Code, and amending the Zoning Code map designations for the properties within the Sunrise Boulevard South Planning Area, the Downtown Planning Area and Convention Overlay District; and

WHEREAS, the certified Environmental Impact Report prepared for the previously adopted General Plan was found to adequately address all significant environmental impacts associated with the adoption of the FBSP, the Zoning Code amendment, and Zoning Code map amendment; therefore, no additional environmental review was necessary pursuant to California Environmental Quality Act ("CEQA") Guidelines 15183(a) and California Public Resources Code Section 21083.3; and

WHEREAS, on July 7, 2008, the City adopted amendments to the FBSP establishing more detailed development standards and implementation guidelines; and

WHEREAS, a Mitigated Negative Declaration (MND) for the 2008 FBSP Amendment was prepared and circulated, in accordance with the requirements of CEQA; and

WHEREAS, in adopting the FBSP, the City sought to generate economic development in the plan area, improve the aesthetic value of the area, and improve public health and safety within the plan area, however, economic development has stalled in the plan area due to some of the restrictions and development standards in the FBSP, and the lack of flexibility in the plan; and

WHEREAS, currently at least two projects that would provide crucial economic revitalization in the plan area cannot proceed because of the current restrictions in the FBSP; and

WHEREAS, the City risks losing the proposed projects if they are not allowed to proceed in time for the 2012 construction season; and

WHEREAS, in light of the recent abolishment of redevelopment agencies in California, projects that seek to replace buildings and generate economic development in blighted areas take on a new significance. The City recognizes the importance of these projects in carrying out the vision of the General Plan and the FBSP. The City also recognizes the time-sensitive nature of certain project proposals and the limitations of construction seasons; and

WHEREAS, on December 5, 2011, the City Council expressed an urgent desire to add additional flexibility in the FBSP to ensure the continuation of vital economic development as soon as possible throughout the entire specific plan area; and

WHEREAS, on December 19, 2011, the City Council directed staff to prepare a Building Replacement Policy and Exceptions sections for the FBSP to allow for the immediate implementation of projects within the plan area that can generate short-term economic revitalization, reduce blight and improve the aesthetic value of the area, and improve public safety in the plan area; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and FBSP MND and required no further environmental review; and

WHEREAS, on January 17, 2012, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item.

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

Section 1. Recitals. The foregoing recitals are true and correct and made a part of this Ordinance.

Section 2. Findings. The City Council hereby finds that:

A. **CEQA Compliance.** The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR. (CEQA Guidelines section 15168.) Subsequently, in July 2008, the City adopted the Folsom Boulevard Specific Plan MND (SCH: 2007112018) to address project specific impacts that were not fully addressed in the General Plan EIR. The Folsom Boulevard Specific Plan Amendment is an activity within the scope of the General Plan EIR and FBSP MND and requires no further environmental review. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

B. **Consistency with the General Plan.** The attached Folsom Boulevard Specific Plan Amendment ("Amendment" or "proposed Amendment") is consistent with the General Plan as required by Government Code Section 65454. The Amendment is consistent with and implements the following provisions of the City's adopted General Plan:

General Plan Vision:

- Land Use Vision for a balanced and integrated mix of uses.
- Economic Development Vision to market the City's strengths, create incentives for economic prosperity, establish a vibrant Downtown, and a more balanced mix of uses.

General Plan Goals, Policies, and Actions:

- Land Use Goal LU.1 – Achieve a balanced and integrated land use pattern throughout the community (including Policies LU.1.2, LU.1.4, LU.1.7, and corresponding actions).

Finding: The proposed Amendment will continue to provide for balanced and integrated land uses throughout the FBSP by providing for flexibility in development standards only. The land use pattern will continue to be consistent with the vision of the General Plan and FBSP. The form based provisions within the plan will remain available to be used by new development; however, the proposed Amendment builds flexibility into the plan itself. The Amendment will ensure that any development that will provide jobs, increase in sales tax, or increase in property tax values could be allowed with City Council approval.

- Land Use Goal LU.5 – Redevelop, regenerate, and raise the value of areas the City developed prior to incorporation (including Policies LU.5.1, LU.1.4, LU.1.7, and corresponding actions).

Finding: The proposed Amendment includes provisions for development that may result in an increase in the removal of blight within the FBSP area. Through the removal of blight, both the monetary and quality of life values of the previously developed areas in the City will be improved.

- Land Use Goal LU.6 – Ensure Development of the Planning Areas consistent with the City's vision (including Policies LU.6.2, LU.6.4, and corresponding actions).

Finding: The proposed Amendment adds more flexibility; more detailed planning, to the existing framework of the FBSP. The Amendments will ensure the continuation of development along Folsom Boulevard, which will result in revitalization to the area.

- Urban Design Goal UD.4 – Ensure that projects are designed in keeping with the context of surrounding areas and overall community (including Policy UD.4.2 and corresponding actions).

Finding: The proposed Amendment will be available to any proposed development within the FBSP area. Through the design review process, projects will be reviewed for compatibility with the surrounding existing development. Projects wishing to take advantage of the provisions included in the proposed Amendment will likely be removing blight and providing unmet community needs, to the direct benefit of the surrounding areas. In turn, continued investment in improving the Folsom Boulevard corridor will be of benefit to the overall community.

- Economic Development Goal ED.1 – Diversify the City's economy by facilitating and encouraging land uses that provide substantial and sustainable fiscal benefits to the City and its residents.

Finding: The proposed Amendment will be available to any proposed development within the FBSP area. Projects wishing to take advantage of the provisions included in the proposed Amendment will likely be creating new jobs, increasing sales tax revenues, or increasing property tax values. The Amendment requires demonstration that these benefits will be sustained throughout the life of the development, facilitating sustainable improvements to the City and its residents.

- Economic Development Goal ED.2 – Encourage expansion of retail and services to meet local and regional demands and generate tax revenues for the City.

Finding: The proposed Amendment will be available to any proposed development within the FBSP area. Projects that qualify for the flexibility introduced through the Amendment will likely be local and regional retail, restaurants, and service providers.

- Economic Development Goal ED.6 – Revitalize existing businesses and strengthen the commercial viability of new business along Folsom Boulevard (ED.6.1 and corresponding actions).

Finding: The proposed Amendment will be available to any proposed development within the FBSP area. Projects wishing to take advantage of the provisions included in the proposed Amendment will likely be creating new jobs, increasing sales tax revenues, or increasing property tax values. The Amendment requires demonstration that these benefits will be sustained throughout the life of the development, facilitating sustainable improvements to the City and its residents. The continued investment in improvements along Folsom Boulevard will strengthen the commercial viability of the entire area.

Section 3. Amendments. The City Council hereby adopts the amended Chapter IV of the Folsom Boulevard Specific Plan attached in **Exhibit A**.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date. 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.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ___ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

PRIVATE REALM - LAND USE AND DEVELOPMENT STANDARDS

calls for the eventual transformation of industrial and warehouse uses in this area, expanding office uses and introducing commercial service uses onto all of the parcels adjacent to Mather Field Road, and developing the remainder of the properties in the area into a new mixed-density residential neighborhood. In addition, the area bounded by Bradshaw Road and Routier Road currently includes a low-density residential neighborhood and a mixture of industrial, office, and warehouse uses. This plan allows for an increase in residential densities in the neighborhood (of high-quality development) and the eventual transformation of warehouse uses for a new employment area of office and light industrial development in proximity to supportive uses and transit. The planned designation for this area includes a combination of UR and OIMU.

The Specific Plan also allows, by right, public and quasi-public uses in all base districts, except the T District.

C. PERMITTED USES

PERMITTED LAND USES AND PERMIT REQUIREMENTS

Permitted land uses are listed in Table IV-1, Table IV-2, and Table IV-3 (and Table IV-4 for Convention Center Overlay). The uses listed in Table IV-1 are only permitted in existing Active Commercial Structures and Building Replacements as defined below, and the use listed in Table IV-2 are only permitted in existing Active Industrial Structures. Use listings are grouped by a general category on the basis of common function, product, or compatibility characteristics and are defined in Chapter IX – Glossary.

ACTIVE COMMERCIAL STRUCTURES IN UR-1 AND UR-2

Within the boundaries of the FBSP, an Active Commercial Structure is defined as a permanent building completely, or partially occupied and used for commercial purposes. The existing commercial use must be listed as permitted (with or without a use permit) on Table IV-1. Existing commercial uses not listed on Table IV-1 are considered Non-Conforming Uses and are subject to the requirements of Section E of this Chapter. Properties containing Active Commercial Structures are also eligible for conversion to any use listed on Table IV-2.

A commercial structure is considered to be inactive after a period of three years or more without an active commercial use within any portion of the building and without an active commercial lease. The commercial use or lease must be for a use listed in Table IV-1. If a building is determined to be an Inactive Commercial Structure the property is only eligible for the list of residentially focused uses listed in Table IV-3 within the UR-1 or UR-2 sub-districts. To be declared an Inactive Commercial Building, the City must follow the procedure outlined below.

DETERMINATION PROCEDURE FOR INACTIVE COMMERCIAL STRUCTURE

Any buildings that were completely vacant and without an active lease prior to the initial adoption of this Specific Plan on June 30, 2008 are considered to be Inactive Commercial Structures without any additional action required by the City to make this determination. For buildings that became vacant after June 30, 2008, the determination procedure in this section applies.

If a building is inactive for a period longer than three years, the City may initiate an Inactive Commercial Structure determination procedure. To be considered an Inactive Commercial Structure all of the following must apply:

- The structure has not contained a permitted use as listed in Table IV-1 for a period of three years (thirty-six months) or longer;

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PERMITTED EXPANSION OF ACTIVE COMMERCIAL BUILDINGS IN UR-1 AND UR-2

Buildings classified as active Commercial Structures within the UR district may be expanded, ~~replaced~~ or improved within the following limits. Both limits apply and must be met:

- a. The new floor area to be created by the expansion of the commercial structure shall not exceed twenty-five percent (25%) of the existing floor area of the existing structure; and
- b. The value of the improvement, as verified by the Building Official, shall not exceed fifty percent (50%) of the assessed value of the existing structure according to the most recent County tax assessor data unless a more recent appraisal is submitted by the applicant.

Expansions ~~or~~ improvements ~~or building replacements~~ that exceed the above limits are prohibited. The intent of these limits is to limit the life-span of commercial buildings to encourage commercial properties to convert to residential use or mixed-use developments within the Urban Reserve zoning district.

SIMILAR USES

When a use is not specifically listed in this Specific Plan, it shall be understood that the use may be permitted if the Planning Director determines that the use is similar to other uses listed. It is further recognized that every conceivable use cannot be identified in this Specific Plan and, anticipating that new uses will evolve over time, this section establishes the Director's authority to compare a proposed use and evaluate its similarities, operation, impacts, or scale to those uses listed in this Specific Plan. In determining "similarity," the Director shall make all of the following findings:

- a. The characteristics of and activities associated with the proposed use are equivalent to one or more of the listed uses and will not involve a higher level of activity or population density than the uses listed in the district.
- b. The proposed use will be consistent with the purposes of the applicable land use district.
- c. The proposed use will be consistent with the General Plan and this Specific Plan.

Determinations will be made in writing and will contain the facts that support the determination. The Department will maintain all such determinations on record at the public counter for review by the general public. All determinations will be provided to the Planning Commission, City Council, City Manager, City Attorney, and City Clerk as an information item within 30 days of the Director's determination. The Director's decision may be appealed as addressed in the Appeals section of the City's Zoning Code.

BUILDING REPLACEMENT POLICY

The City recognizes that replacement (demolition and rebuilt anew) of stand-alone commercial buildings provide new services, employment opportunities, and other quality of life benefits to the City's residents. Individual building replacements may not be able to meet the development standards of the Folsom Boulevard Specific Plan. Notwithstanding any other provisions of the Specific Plan, buildings classified as Active Commercial Structures or existing vacant commercial buildings within the Folsom Boulevard Specific Plan may be torn down and replaced with new commercial buildings, subject to the following limitations:

- The new building may be smaller than the existing building by no more than a 5% reduction in gross square footage; and

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- The new building must be proposed within the same approximate footprint of the existing building; and
- The new building shall not exceed 10,000 square feet; and
- No more than 25% of the total building square footage within an integrated development, as defined in Section 23.707.020 of the Zoning Code, can be replaced as described herein; and
- The new use proposed to occupy the new building must not result in substandard parking as regulated by Chapter 23.719 of the Zoning Code for the commercial development; and
- The new building shall not obstruct existing pedestrian amenities (sidewalks, outdoor plazas, patio areas) within the overall site.

To the extent practical, buildings replaced under this policy should comply with the Specific Plan development standards. Allowed uses within Building Replacements are found in Table IV-1. Buildings that are replaced consistent with this policy are not required to obtain approval of an Exception but, shall be subject to Design Review as required by Sections 23.140 or 23.141 of the Zoning Code. Applications that do not qualify under the Building Replacement Policy provisions above may be considered under Section E, Exceptions. Buildings that have been deemed Inactive Commercial Structures by the process identified in Section C, Determination Procedure for Inactive Commercial Structure, above may not be replaced.

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- d. Conditions/Guarantees. The designated approving authority may impose conditions and/or require guarantees for the Nonconforming Use Permit to ensure compliance with this section and other applicable provisions of this title and to prevent adverse or detrimental impact to surrounding neighborhoods.

F. EXCEPTIONS

The City Council supports the vision and form based development standards established within the Folsom Boulevard Specific Plan and encourages all developers to review and adhere to the strict application of these standards when designing future projects. The City Council also recognizes the real world challenges that form based standards and the vision of the Specific Plan present in a depressed economy and as such, desires to provide additional flexibility for projects that will benefit the community in specific, identified ways. In conjunction with a Major Design Review, project-level CEQA review, and any other required entitlements, an applicant may request that the City Council approve an exception to allow a development project that does not strictly adhere to the Specific Plan or other City development standards.

The City Council may grant an Exception for any development standard for projects that (i) are uses that are allowed in Table IV-2 of the FBSP, and (ii) meet at least 4 of the following 6 conditions:

1. Will fulfill a compelling community need, as indicated by an existing City goal, General Plan policy, budget priority, or other Council adopted policy document
2. Will improve an existing blighted situation by removing 100% of the blight located upon the subject property
3. Will provide unmet services to a currently underserved community
4. Will create at least 15 new permanent full time jobs (or new jobs equivalent to at least 15 FTE) or a minimum of 1 job per 500 square feet
5. Will generate annual sales tax contributions to the City in excess of \$25,000
6. Investments in the property will increase the property tax revenue for the subject parcel(s) by at least 250%

To the extent practical, development projects should comply with Specific Plan development standards. All projects remain subject to design review as established in Sections 23.140 and 23.141 of the Zoning Code. An Exception request must be included and will be reviewed in conjunction with the project's Design Review application. It is the Applicant's responsibility to request relief from specific provisions of the FBSP development standards and provide justifications for why standards cannot be met. It is also the Applicant's responsibility to provide evidence of compliance with at least three of the conditions listed above to support the Exception request. The City Council is the approving authority for all Exception requests.

Under no circumstance shall an Exception result in any of the following:

- Allow a land use not otherwise permitted or conditionally permitted in the zone;
- Allow a detrimental environmental impact not adequately analyzed;
- Waive payment of applicable impact fees;

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- Waive a specific prohibition; or
- Waive or modify a procedural requirement.

The procedure for granting Exceptions allowed under this provision is provided in Section 23.110.150(D) of the City's Zoning Code. In granting the Exception, the City Council shall make the following findings:

1. The proposed project qualifies for an exception by meeting at least four (4) of the six (6) conditions required for granting of an exception as defined in this section.
2. The City Council has determined that the proposed project has adhered to the vision of the Folsom Boulevard Specific Plan to the fullest extent practicable.
3. The applicant has provided substantial evidence that the conditions for the Exception will be met following construction and operation of the project. Further, the applicant has agreed to conditions of approval guaranteeing these requirements will be met or exceeded throughout the life of the project.
4. Granting the Exception will not adversely affect the interests of the public or the interests of the residents and property owners in the vicinity of the premises in question, and shall not establish a precedence for other project requests.
5. Granting the Exception will not endanger the public health and safety.

MEMORANDUM

DATE: February 6, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THREE CONTRACTS FOR ON-CALL ELECTRICAL MAINTENANCE SERVICES NOT TO EXCEED THE AMOUNT OF \$200,000 FOR EACH CONTRACT**



RECOMMENDATION

Adopt Resolution No. 8-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the Public Works Department to contract with M&M Electric, Pacific Excavation, and Republic ITS for on-call electrical maintenance services.

ADVANCES GOALS: 1, 4, 6, 8, and 11

BACKGROUND

The County of Sacramento Department of Transportation currently provides services related to the operation and maintenance of the City's street light system as part of the County Service Area (CSA) 1. The City has initiated the process to detach from CSA 1 and it is anticipated that the process will be completed by the end of 2012. These on-call contracts will allow the City to continue ongoing operation and maintenance of street lights upon detachment of CSA 1.

Also, the Sacramento area has experienced a severe problem with copper wire theft in the recent years. The primary target has been the copper wiring in street lights. In Rancho Cordova alone, 30 street light circuits were vandalized in 2011, (a circuit is a group of street lights connected to a single electrical connection) affecting approximately 300 street lights. Sacramento County maintenance crews have not been able to keep up with the repairs of the damaged circuits. A high priority task for the on-call electrical contractors, prior to the City's detachment from CSA1, will be to perform the much needed repairs to the damaged and vandalized street lights throughout the City, as well as, install security measures to try to prevent future wire theft.

Staff recommends approval of the attached contract template (Exhibit A) to be used to for the on-call electrical maintenance services agreements.

ATTACHMENT

Resolution No. 8-2012 including **Exhibit A** – Contract Template

CITY OF RANCHO CORDOVA

RESOLUTION NO. 8-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE THREE CONTRACTS FOR ON-CALL
ELECTRICAL MAINTENANCE SERVICES**

WHEREAS, the City has initiated the process to detach from CSA 1 and anticipates that the process will be completed by Fall 2012; and

WHEREAS, these on-call contracts allow the City to continue ongoing operation and maintenance of street lights upon detachment of CSA 1; and

WHEREAS, the City of Rancho Cordova has seen a dramatic increase in the amount of copper wire theft from its street lights; and

WHEREAS, the City's current contractor is unable to repair the wire theft in a timely manner due to the amount of work; and

WHEREAS, the City recommends executing three contracts for on-call electrical maintenance with ITS Republic, M&M Electric, and Pacific Excavation not to exceed the amount of \$200,000 for each contract, and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA approves the contract template (**Exhibit A**) and authorizes the City Manager to execute on-call contracts with M&M Electric (**Exhibit B**), Pacific Excavation (**Exhibit C**), and Republic ITS (**Exhibit D**) in a form approved by the City Attorney. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**ON-CALL ELECTRICAL MAINTENANCE SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND (CONSULTANT)**

THIS AGREEMENT for on-call electrical maintenance services is made by and between the City of Rancho Cordova ("City") and _____ ("Consultant") as of February 6, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant may provide to City the services described in Exhibit A on an on-call basis. Consultant shall provide a specific scope of work prior to commencing any work. 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 July 1, 2015, 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 Two Hundred Thousand Dollars (\$200,000), 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 Zero Dollars (\$0). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

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

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

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

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

4.4 **All Policies Requirements.**

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, Consultant's duties to indemnify, defend and hold harmless the City shall be limited to the extent the services provided pursuant to this Agreement are "design professional services" subject to Section 2782.8 of the California Civil Code. In accordance with Civil Code Section 2782.8, Consultant shall, to the fullest extent allowed by law, with respect to all design professional services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by John Samuelson ("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:

Any written notice to City shall be sent to:
City of Rancho Cordova
Attn: John Samuelson
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.11 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.
- 10.12 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.

CONTRACT NO. __-2012

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

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

May-Han Electric Inc., DBA**M & M Electric**

1600 AUBURN BOULEVARD

SACRAMENTO, CA 95815

(916) 929-0150 FAX (916) 929-1168

UDBE #38278 SBE #32247

January 30, 2012

City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

Dear Mr. Samuelson,

Please accept this letter as documentation of the Qualifications, references and rates for M&M Electric.

We are a corporation holding both a C-10 (Electrical) and A (General Engineering) license. We are a Union Company and we pay prevailing rates to our field employees. We were established in 1969 have been performing quality work in the following fields in Sacramento and surrounding areas to date.

- Traffic Signalization
- Street Lighting
- Hwy Lighting (Cal Trans)
- Ramp Metering
- Video Detection
- CCTV Cameras
- Parking Lot Lighting
- Trench & Backfill
- Rock saw Trenching
- Interconnect
- Misc. Repair & Replacement Projects for outlying City's & Counties (References Below_
Gary Mitchell – City of Folsom Tom Jaenke – City of Rocklin
Joey Gines – City of Woodland Bob Kahrs – City of West Sacramento

I have attached a list of our in house T&M rates. These rates include all tax and mark-ups. We also do force account T&M as required by agency contract based on prevailing rate and their allowed mark-up.

We appreciate the chance to work with you on your upcoming projects and please feel free to call or e-mail me with any questions or concerns.

Sincerely,


Audrey Daugherty
President

EXTRA WORK INVOICE

M & M ELECTRIC

1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150

REMIT TO: 1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150

California State Contractors License #260864

DATE:

01/30/2012

JOB NO:

ITEM NO:

PO / WO NO:

For work performed at
Description of work performed:

Date Work Performed Through:

LABOR		REG. HOURS	RATE	O.T. HOURS	RATE	AMOUNT
Superintendent			\$80.00		\$105.00	
Electrician			\$82.00		\$107.00	
Laborer			\$72.00		\$85.00	
Operator			\$78.00		\$103.00	
EQUIPMENT		REG. HOURS	RATE			AMOUNT
Job Truck/Flatbed			\$17.00			
Dump (PUJ350)			\$23.00			
Crane/Flatbed			\$30.00			
Lane Control/Flatbed			\$23.00			
Concrete Mixer/Flatbed			\$24.00			
Superintendent Pickup			\$14.00			
Foreman's Pickup			\$14.00			
Haul Mud Sucker/Dump			\$23.00			
Manlift/Crane			\$27.00			
Pitman Crane/Flatbed			\$27.00			
Mechanic/Flatbed			\$24.00			
Haul Vermeer/Dump			\$23.00			
Haul Boring Machine/Flatbed			\$23.00			
Van / Manlift			\$32.00			
Trailer			\$10.00			
Rocksaw			\$91.00			
Trencher			\$28.00			
Compressor & Tools			\$24.00			
Trenching Concrete			\$8.00			
Trenching AC			\$5.00			
Back Hoe			\$30.00			
Arrow Board			\$7.00			
Cement Saw			\$43.00			
Sawcut Loops			\$43.00			
Blade for AC			.20/Ft			
Blade for Concrete			.45/Ft			
Asphalt Roller			\$23.00			
Skid Steer Loader			\$20.00			
Backhoe/Extendhoe			\$29.00			

Original

EXTRA WORK INVOICE

M & M ELECTRIC

1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150
 REMIT TO: 1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150
 California State Contractors License #260864

DATE: 01/30/2012
 JOB NO:
 ITEM NO:

PO / WO NO:

For work performed at
 Description of work performed:

Date Work Performed Through:

Night Work Lighting/Trailer	\$12.00
Bitch Pot/Trailer	\$10.00
Arrow Board (SOLAR)	\$6.00
Directional Boring (Small)	\$87.00
Directional Boring (Large)	\$77.00
Grinding AC	\$30.00
Seal Coat/Trailer Mtd.	\$6.00
Hot Melt Loop Sealer/Trailer Mtd.	\$6.00

INVOICES	AMOUNT	UNIT	PRICE	AMOUNT
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MATERIALS	AMOUNT	UNIT	PRICE	AMOUNT
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1" PVC Conduit	1.10	FT.		
1" PVC 90 Elbs.	2.60	EA.		
1" Expansion Couplings	40.20	EA.		
1 1/4" PVC Conduit	1.50	FT.		
1 1/4" PVC Elbs.	5.06	EA.		
1 1/4" Expansion Couplings	40.55	EA.		
1 1/2" PVC Conduit	1.75	FT.		
1 1/2" PVC 90 Elbs.	6.72	EA.		
1 1/2" Expansion Couplings	41.45	EA.		
2" PVC Conduit	2.20	FT.		
2" PVC 90 Elbs.	9.20	EA.		
2" Expansion Couplings	44.15	EA.		
2 1/2" PVC Conduit	3.55	FT.		
2 1/2" PVC 90 Elbs.	16.08	EA.		
2 1/2" Expansion Couplings	61.30	EA.		
3" PVC Conduit	4.30	FT.		
3" PVC 90 Elbs.	28.42	EA.		
3" Expansion Couplings	77.75	EA.		
4" PVC Conduit	6.00	FT.		
4" PVC 90 Elbs.	48.72	EA.		

Original

EXTRA WORK INVOICE

M & M ELECTRIC

1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150
 REMIT TO: 1600 Auburn Blvd. Sacramento, CA 95815 (916) 929-0150
 California State Contractors License #260864

DATE: 01/30/2012
 JOB NO:
 ITEM NO:

PO / WO NO:

For work performed at
 Description of work performed:

Date Work Performed Through:

4" Expansion Couplings	EA.	113.10
#14 WIRE	FT.	0.15
#12 WIRE	FT.	0.23
#10 WIRE	FT.	0.34
#8 WIRE	FT.	0.57
#6 WIRE	FT.	0.96
#4 WIRE	FT.	1.51
#2 WIRE	FT.	2.37
#1 WIRE	FT.	3.00
#10 GRND.	FT.	0.48
#8 GRND.	FT.	0.55
#6 GRND.	EA.	0.64
#3 Pull Box w/ Lid	EA.	50.00
#5 Pull Box w/ Lid	EA.	70.00
Type "A" Street Lights	EA.	1,800.00
Type "B" Street Lights	EA.	950.00
Lamps	EA.	35.00
5 Sack Concrete	EA.	95.00
6 Sack Concrete	EA.	110.00

AMOUNT DUE...\$

If you have any questions regarding this Invoice please contact at

The following documents are included with this invoice:

Conditional waiver and release upon progress payment

TERMS OF PAYMENT:

Payment is due within ten days after receipt of this invoice. If customer fails to make payment when due, customer agrees to pay M&M late charges at the rate of eighteen percent per annum on all past due, unpaid amounts. If for any reason the rate of eighteen percent is found to be unenforceable, customer agrees to pay M&M late charges at the maximum rate then permitted by California law. Customer also agrees to pay M&M's reasonable attorneys' fees if legal action is commenced to collect amounts not paid when due. Customer agrees to make payment hereunder to M&M at its principal place of business.

Original



January 30, 2012

City of Rancho Cordova

Attn: **John Samuelson**

Subject: **Maintenance Contract**

John,

Thank you for your interest in Pacific Excavation. We are an Electrical Contractor located in Elk Grove, California, specializing in Traffic Signals and Street Lights.

The following list includes Traffic Signal, Street Lighting and other types of work we perform on a regular basis in the Sacramento Region.

- New/Modify Traffic Signals
- Street Lighting (Wire replacement)
- Joint Trench Construction (Dry utilities)
- Pump/Lift Station Electrical
- Sign Illumination
- Traffic Monitoring
- Video Detection
- CCTV Cameras
- ITS Expansions
- Street Light Retro-fit
- Fiber Optic Systems
- Parking Lot Lighting
- Traffic Signal Knockdown Repairs (Complete Repairs)
- Electric Service Pedestals
- Battery Back Up Systems
- Trenching Methods (Rocksaw/Dirt/Directional Boring/Backhoe)
- Traffic Loops

Please call me should you have any questions.

Regards,

A handwritten signature in black ink that reads "Armando Moreno". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Armando Moreno



January 30, 2012

City of Rancho Cordova

Attn: John Samuelson

Subject: Maintenance Contract

LABOR RATES AS OF JANUARY 30, 2012

LABORER	\$75.00 PER HOUR
OPERATOR	\$85.00 PER HOUR
ELECTRICIAN	\$92.00 PER HOUR

Note: These rates are for day work Monday thru Friday.

**SIEMENS**

Local Government Solutions

Helping our communities become Vibrant, Growing and Green



Request for Proposal

City of Rancho Cordova As Needed Electrical Contractor Services

January 30, 2012



January 30, 2011

John Samuelson, P.E., T.E.
Operations & Maintenance Manager
City of Rancho Cordova
Phone/Fax: (916) 851-8716
jsamuelson@cityofranchocordova.org

RE: Proposal to Provide As Needed Electrical Contractor Services for the City of Rancho Cordova, CA.

Republic Intelligent Transportation Services, Inc. welcomes the opportunity to submit this proposal for As Needed Electrical Contractor Services for your review. The prices and terms stated will remain in effect for 60 calendar days from the date of submission, January 30, 2012.

Republic ITS is an electrical contracting, transportation engineering, civil engineering, and electrical engineering firm which was founded in 1991. We are now a wholly-owned subsidiary of Siemens Industry, Inc. We are a California licensed and bonded Class A, C-10, C-31 and C-61/D-31 contractor (CA License #647154). Our company specializes in construction and maintenance of traffic signals, streetlights and associated equipment. Republic ITS's national staff of more than 320 employees includes an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA and numerous industry manufacturer and systems certifications.

Republic ITS takes pride in providing complete solutions to all electrical, traffic signal and streetlight maintenance projects. Knowledgeable and qualified personnel, fast response times and innovation in the traffic signal and streetlight business are priorities of our organization. This is highlighted by our broad experience, outstanding field staff, and our commitment to providing exceptional customer service.

Respectfully,

Andrew D. Poster, P.E., T.E.
Regional Manager

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BACKGROUND INFORMATION

Republic ITS's core business is electrical, streetlight and traffic signal maintenance and professional engineering services. We have been in business for 20 years and have taken care of the electrical needs of numerous public agencies. We currently specialize in traffic and streetlight maintenance and service over 7,000 traffic signalized intersections and more than 400,000 streetlights under long-term maintenance agreements nationwide.

We are dedicated to meeting and exceeding the challenging public safety requirements associated with the electrical maintenance industry. Republic ITS will use a combination of highly qualified personnel, fleets of specially outfitted vehicles, the latest tools and equipment, and our unmatched knowledge, understanding, and experience in the electrical industry to meet the needs of the City of Rancho Cordova. We currently:

- Provide electrical on-call maintenance for over 100 private companies
- Provide engineering services for over 30 public agencies and private companies
- Maintain traffic signals in over 200 communities across California.
- Maintain streetlights in over 100 communities across Arizona, California, Texas and Massachusetts
- Have installed over half a million LED traffic signal retrofits across the United States

As the leader in the private traffic signal and streetlight maintenance industry, Republic ITS is able to provide unparalleled expertise and outstanding value in traffic signal and street lighting related projects. Our strong partnerships established with a multitude of traffic signal and street lighting vendors, distributors, and wholesalers, gives us the opportunity to provide low-cost solutions to our customers.

Republic ITS understands the constant challenges of managing, maintaining, and effectively servicing sophisticated electrical systems. With an extensive staff of IMSA-certified traffic signal technicians, electricians, laborers and registered Professional Engineers, we believe Republic ITS will provide the best possible service to the City of Rancho Cordova.

Office Locations

Republic ITS' Corporate Headquarters are located in Novato, California with additional California offices in Fremont, Sacramento, Anaheim, Riverside, El Cajon, and Ventura. We also have offices in Arizona, Connecticut, Florida, Massachusetts, Pennsylvania and Texas.

Our **Sacramento office** will be responsible for this contract. Republic ITS's Sacramento office is located at 1585 Parkway Blvd., West Sacramento, California approximately 15 minutes from Rancho Cordova. The corporate staff supports all field offices and operations including training, safety, purchasing, and accounting. In addition to housing the corporate functions, the Novato site is also a base of operations to service the Northern California area from North of San Francisco Bay to the Oregon border. There are approximately 40 employees at this location.

Novato, CA: Republic ITS's Novato office is located at 371 Bel Marin Keys Blvd, Novato, California approximately 30 minutes North of San Francisco. The corporate staff supports all field offices and operations including training, safety, purchasing, and accounting.

San Rafael, CA: The San Rafael site is our base of operations to service the Northern California area from North of San Francisco Bay to the Oregon border. There are approximately 40 employees at this location. It is located at 79 Mitchell Boulevard, San Rafael, CA 94903.

Fremont, CA: Republic ITS's Fremont office is located at 3765 Yale Way in Fremont. The facility includes a sufficient stock of spare parts and signal equipment needed to make all necessary repairs for our customers in the East and South Bay. The Fremont yard has over 10,000 square feet of both office and yard space available to store spare material.

Sacramento, CA: Republic ITS has offices, a warehouse and laboratory facilities at 1585 Parkway Blvd., West Sacramento, California. The laboratory provides in-house electrical testing and repair services.

Anaheim, CA: Anaheim is Republic ITS's Southern California regional headquarters office and is located at 1266 N. La Loma Circle, Anaheim, California. This facility houses all materials and equipment necessary to maintain traffic signals, streetlights and related projects for all of Southern California. Our Anaheim facility also houses our Southern California laboratory facility. The laboratory provides in house electrical testing and repair services which allows Republic ITS to benefit from immediate test results obtained independently from manufacturers. It is centrally located between Los Angeles, Orange, Riverside, and San Bernardino counties.

Riverside, CA. In addition to the Anaheim office, Republic ITS has an office location at 2240 Business Way in the City of Riverside, California.

El Cajon, CA: Republic ITS's San Diego office is located at 1820 John Towers Avenue in El Cajon, California. This facility houses all materials and equipment necessary to maintain electrical systems, traffic signals, streetlights and perform related projects for the San Diego area.

Boston, MA: Republic ITS's New England operations are located at 8 Progress Road in Billerica, Massachusetts.

Dallas, TX: Republic ITS's Texas operation is located at 2725 114th Street in Grand Prairie, Texas, in the greater Dallas area.

Mesa, AZ: Republic ITS's Arizona base of operations is located at 2609 N. Ogden Road, Mesa, Arizona.

Equipment and Resources

Inventory

Republic ITS maintains an extensive inventory of electrical



equipment. This extensive inventory combined with our vast experience and testing facilities enable Republic ITS to repair or replace damaged equipment expeditiously and professionally.

Numerous spare parts are stored in our Novato and Fremont storage facilities with more nearby in our Sacramento warehouse.

Republic ITS carries a substantial supply of traffic signal and streetlight poles in various sizes and configurations. Most standard size traffic signal and streetlight pole knockdowns can be replaced the same or next day.

Republic ITS employees will be equipped with all standard spare parts necessary to repair the typical causes of electrical, and traffic signal or streetlight outage.

Inventory levels are maintained in order to accommodate each individual Agency's needs. Republic ITS continually monitors and modifies inventory levels as required by current maintenance and repair.

Testing Services

Republic ITS has laboratories and regional repair facilities that are available to the City of Rancho Cordova to test, and repair machinery if it makes fiscal sense.

Resources

Republic ITS owns and operates approximately 150 service vehicles of various types and sizes throughout California. To help ensure safety, Republic ITS uses hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. A sampling of our fleet is shown below.

Republic ITS employees working for the City will be equipped with the necessary communications devices in order to correspond with the City and other employees with ease. Our crews assigned to the City of Rancho Cordova will possess a cellular phone and PDAs or laptop computers.

Maintenance and Inventory Management Systems

Republic ITS recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. We have developed in-house a suite of applications that represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.

PLATO and **WiRE** are our computerized traffic signal, streetlight and private lighting maintenance and inventory management systems.

PLATO was developed to provide rapid access to service requests, maintenance scheduling, and detailed work histories for intersections. Based on Microsoft's web application framework, PLATO is available to any workstation with access to



Republic ITS's intranet. This provides maximum flexibility in Plato's deployment, making it available to any internal computer with a browser.

The information handled by PLATO includes:

- ✓ Service Request Management and Scheduling, including time stamping and dispatching
- ✓ Scheduled Maintenance Management and Scheduling
- ✓ Intersection Details, including inventories of equipment, maps, CAD drawing, timing sheets, etc
- ✓ Detailed Service Descriptions, allowing us to tailor the service rendered in the field to the precise specifications of the County
- ✓ Agency Information Management, including contacts, billing information, etc
- ✓ Contractual Information, including frequencies of scheduled maintenance, contract periods, "Not to Exceed" limits, etc
- ✓ Internal communications, such as pertinent notes, etc
- ✓ Report Generation, including invoices, materials use, etc
- ✓ Inventory control, including real-time tracking of available and installed equipment

Information available to view or download through the Customer Extranet includes:

- ✓ Real-time status of Scheduled Maintenance and Service Request calls
- ✓ Real-time Intersection Inventories
- ✓ Real-time Equipment Inventories
- ✓ Intersection maintenance histories, maps, CAD drawings, digital photographs

In addition, the information available to City of Rancho Cordova can be custom tailored to requests from the City. Republic ITS will work with the City to make sure you get the information you need to successfully meet the needs of your customers.

WiRE allows our technicians in the field access to an array of useful data. Maintenance histories for the intersection, inventory bar-coding & scanning, downloading timing sheets and uploading them to a controller, digital photographic documentation: all contribute to a quicker, more successful visit from a Republic ITS signal technician. In addition, our scheduled maintenance activities and responses to service requests are documented on-site utilizing our laptops and/or hand-held devices, as well as documentation noting any other needed repair work. WiRE also functions as a dispatching tool; once a service request is dispatched to a technician, relevant information concerning the nature of the call and the intersection is immediately available.

The most important aspect of the applications described above is the flexible nature of their use and their future development. Republic ITS can work with the City of Rancho Cordova to customize the applications to maximize their usefulness and provide the level of service the City desires. This flexibility includes types of information collected or viewable, downloading of information, visual representation, means of access, or other conveniences the City wishes.

SCOPE OF WORK

Republic ITS has a wealth of experience managing and executing electrical maintenance projects. The following are some of the elements that make us so successful:

1. **Project Management:** Effective project management with experience creating and utilizing critical path method schedules.
2. **IT Systems:** We have developed our own software to effectively manage progress and to wirelessly update the streetlight and traffic signal database as work is performed. This allows us to measure the productivity of individual technicians on a daily basis, as well as to develop detailed work plans. Our IT systems also allow real time electronic data transfer with City staff to effectively communicate progress on an ongoing basis.
3. **Field Resources:** Republic has one of the largest teams of electricians with bucket trucks in the nation. We have worked with the City of Rancho Cordova in the past.

Electrical Services

Republic ITS's electrical engineering services are a natural extension of our core maintenance function. Our expertise in this area gives our staff hands on experience and the knowledge about the direct correlation between good designs and long lived, reliable field installations. We support all new electrical construction and troubleshooting of existing systems with experience in installing all facets of electrical ranging from outlets and switches, interior lights, energy efficient lights, daylight harvesting, solar grids, and energy management systems to larger projects such as electrical transformers, panels, switchgear, emergency generators, and backup uninterruptable power systems. We offer a broad range of electrical services.

Traffic Signal Maintenance

Republic ITS is available to provide a comprehensive preventative and routine maintenance program for the City's traffic signals. The program is designed to eliminate or reduce incidences of malfunctions, complaints, and extend the useful life of the City's traffic signal equipment. The program includes periodic inspection, testing, recordkeeping, cleaning, repair, and replacement of equipment. Although maintenance programs can vary widely depending upon an agencies needs and budget, a typical maintenance program includes the following:

Traffic Signal Monthly Maintenance

- Inspect controller and cabinet (detectors operational, plug-ins secure, etc.)
- Observe vehicular signals for proper operation
- Realign signals as needed
- Observe & replace vehicular signal indicator outages
- Observe pedestrian signals and pushbuttons for proper operation
- Observe pedestrian signal indicator operations
- Check for non-functioning pedestrian push buttons
- Check push button plates for proper alignment and visibility

- Check load switches and relays
- Inspect backplates and visors
- Check for broken or missing hand hole covers and pull box lids
- Check for broken or missing emergency vehicle detectors
- Check and reset as necessary communication equipment
- Check internally illuminated street name signs and relamp outages
- Check vehicular signal timing for proper setting
- Inspect loop detectors and test detector amplifiers (set and Clear)
- Check operation of fan and set thermostat
- Check operation of integral cabinet service light
- Check operation of battery backup system
- Check operation of emergency vehicle pre-emption system

Traffic Signal Semi-Annual Maintenance

- Check and vacuum controller cabinet if necessary
- Lubricate attached and integral locks, hinges, and any moving parts of cabinets
- Check ground rod clamp, wire, and GFI receptacle
- Measure voltage at service inputs in cabinet and record
- Visually check for wear and function of electromechanical components
- Read electronic error history from conflict monitor/malfunction unit

Traffic Signal Annual Maintenance

- Inspect conduits and duct seals for cuts and damage
- Inspect and service controller cabinet and contents and replace cabinet filter
- Check connectors and indicator lamps
- Check detector extensions
- Automated test of Conflict Monitor or Malfunction Management Unit (manually test non-NEMA Conflict Monitor) and provide report
- Test emergency vehicle pre-emption system from all intersection approaches

Traffic Signal Unscheduled Maintenance

- Respond to malfunction/damage report within 1 hour
- Repair or replace parts/components as necessary to correct malfunction
- Rewire as necessary to correct fault
- Mark Underground Service Alert (USA) tickets for all traffic signal related requests

Pedestrian Crossing Signal/Flasher Site Maintenance

- Perform tasks as applicable for pedestrian crossing signals
- Perform tasks as applicable for flasher only sites

Traffic Signal Equipment

Republic ITS can repair, replace or otherwise render in good working condition defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City staff.

Defective or malfunctioning controller cabinet equipment can be reported to the City for approval to make the necessary changes. Changes made will be recorded on the maintenance or repair log within the traffic signal controller cabinet. Items that are no longer covered under the manufacturer's warranty will be repaired or replaced with new parts.

If a controller becomes obsolete or deteriorated to the point of being beyond repair, Republic ITS will report such conditions to the City and provide evidence that replacement is necessary. We will provide an estimate indicating the costs for replacement of the controller and submit this information to the City. Permanent replacement of the traffic signal controller will not be completed without approval of City staff.

Loop Detector Replacement

Republic ITS is the best positioned maintenance contractor in Northern California to rapidly respond to detection failures. We have an in-house loop crew that replaces detector loops every day. When necessary, Republic's loop crew will respond within five (5) working days of having received a request, and we frequently respond more rapidly when detection has failed in critical locations.

Streetlight Maintenance

Republic ITS' proposed streetlight maintenance program includes the following services:

- Perform monthly night time inspection of major thoroughfares and arterials for non-operating lights and repair as necessary
- Respond to and repair non-functioning lights, resulting from non-operating lamp, photocell or standard glassware
- Perform minor trimming of trees below the light fixture
- Address inoperative streetlights, or streetlight circuit including photoelectric cell, within five working days from the date Contractor receives notice from the City
- Provide a monthly report of service calls received and services rendered

The above tasks would be completed based on a flat monthly rate per streetlight regardless of how many outages are reported or repaired. Additional streetlight services that are proposed to be provided on an as-needed basis include, but are not limited to the following:

- Replace starters, ballasts and standard HPS cobrahead
- Response and related repair to pole knockdowns
- Replace decorative fixtures
- Repair or replace foundation or pole
- Repair or replace electrical service pedestal and foundations
- Repair or replace parts and components
- Rewire poles and light fixtures to correct fault
- Repair or replace damaged standard arms and fixtures
- Locate and mark streetlights and conduits for underground service alerts.

- Perform a streetlight audit, collecting information such as pole and fixture type, wattage, GPS coordinates, etc.
- Paint poles
- Physically test and treat wooden poles.

Warranty

Republic ITS will be responsible for making contact between equipment manufacturers and the City staff when service is needed during the warranty period. Republic ITS will remain in contact with the City to ensure their satisfaction. In addition to the manufacturer's warranty, Republic ITS will warrant all work and materials which we install for a 12 month period.

Republic ITS can be reached 24/7 365 days a year through the number 1-800-LIGHTS ON (1-800-544-4876).

PROJECT PERSONNEL

Berit C. King, *Project Manager*

- Approximately 4 years experience in the Traffic Signal & Streetlight maintenance industry
- Maintain ongoing customer contact to ensure quality work done on time, and very satisfied customers
- Responsible for managing ongoing traffic signal and streetlight maintenance contracts in the Sacramento area
- Write proposals and estimates for all extra work
- Review all bills
- Coordinate project activities with field supervisors
- Responsible for estimating, purchasing, subcontracting, scheduling, invoice preparation, job tracking/reporting and general office administrative support.
- Current project manager for City of West Sacramento traffic signal maintenance contract.

Jason T. Hayes, *Operations Superintendent*

- 11 years experience as Traffic Signal Technician, Foreman and Superintendent
- **IMSA Work Zone Safety Certified**
- **IMSA Level 1 Certified and Level II State of CA Certified Electrician**
- 4 years military experience as U.S. Navy Electrician
- Proficient in C-7, C-8, Bi-Trans 200+233, VMS & Naztec Programs
- Experience with Spread Spectrum & ITS Video Detection

Ruben Quiroz, *Lead Electrician*

- 15 years experience in traffic signal maintenance
- **IMSA Level I & II Certified**
- Previous JAM Services Field Representative
- Proficient in C-7, C-8, Bi-Trans 200 + 233, VMS Programs & NEMA software

Joseph Rys, *Traffic Signal Technician*

- Over 20 years of experience in traffic signal maintenance
- **IMSA Work Zone Safety Certified**
- **IMSA Level I, II & III Certified**
- Previous experience as Electronic Lab Technician
- Associates degree in Computer Communications
- Served 3 years in U.S. Air Force as an Electronics Technician for Navigational Communication.
- California State Certified Electrician

Ken Mather, *Journeyman Electrician*

- Signal technician
- Journeyman electrician
- 11 yrs experience in traffic signal construction
- Class A certified
- Proficient in underground construction
- California state certified electrician
- Work zone safety certified

Rique Martinez, *Streetlight Technician*

- 8 years experience as an traffic signal technician
- Worked on LED fixture swap for City of Citrus Heights and induction fixture retrofit for Elk Grove

Nick Maciejewski, *Traffic Signal Technician*

- 4 years experience as a streetlight technician

Tom Cox, *Traffic Signal Technician*

- IMSA Work Zone Safety Certified
- IMSA Level I Certified

Additional Personnel Available to the City of Rancho Cordova**Andrew Poster, P.E., T.E., P.T.O.E., *Regional Manager***

- 20, years of Traffic Engineering experience
- IMSA Level I,II Certified
- Bachelor of Science Degree in Civil Engineering with a minor in Economics from Syracuse University
- Street lighting design, review and procurement
- Design art sculpture lighting system under freeway overpass
- Develop new street lighting standards and specifications for an agency to require of future improvement and development projects
- Seven years as Traffic Engineer for the City of Daly City, including wide experience in all facets of municipal traffic engineering issues, including the following:
 - o Responsible for all aspects of street lighting, including maintenance and operations
 - o Oversaw design and review of multiple streetlight improvement and installation projects
 - o Performed nighttime inspections, investigating and ensuring adequate residential and commercial lighting is available
 - o Responsible for maintenance and operation of 16 separate high voltage series circuit lighting systems, and for completing a master plan study to develop a program to replace the series circuits with standard parallel circuitry

James Wagner, P.E., *President and CEO*

- Responsible for all engineering services, construction and project management, estimating and quality control at Republic ITS.
- 22 years experience in professional engineering in both public and private sectors
- 10 years experience in engineering, design, construction management and traffic operations
- Bachelor of Science Degree in Civil Engineering from the University of Idaho
- Registered Civil Engineer in the State of California
- Design/build streetlight and traffic signal modifications
- Project manager from initial development and estimating through project completion

Dennis Walther, *Vice President of Field Operations*

- Manages a staff of approximately 250 field personnel (superintendents, foremen, journeyman electricians and laborers) in completing over 100 projects per month.
- 30 years experience in the traffic signal & streetlight industry
- IMSA Level I & II Certified

- TS-2 design cabinet troubleshooting certified
- Video detection installation certified
- Liaison with City/County officials, city/county traffic signal technicians and project managers
- Expertise in trouble shooting traffic signals, controller cabinets and streetlights
- Project scheduling, inventory control, purchasing and job costing

Troy Blakely, IT Specialist

- Developing and maintaining new and existing Republic ITS proprietary software for the web, pc and pocket pc that support our business and our clients' needs
- Maintains Republic ITS' network and database hardware and software infrastructure
- Provides technical support to our employees
- Manages all technology resources at Republic ITS
- Ensures that Republic ITS remains at the forefront of technological innovation

Michael Gonzales, Senior Lab Technician

- 29 years experience in traffic signal maintenance
- Journeyman Electrician for 11 years
- Certified Traffic Signal Controllers, MMU's, CMU's, Cabinets, Bus Interface Units, for Compliance IAW National and State, 170/2070 TEEs, Nema TS1, Nema TS2 and ITS/ITE Specifications.
- Installed and maintained intelligent traffic systems infrastructure, including traffic signal hardware, communication devices, video systems, computers, and controllers
- **IMSA Level I, II, III Bench and Field Certified Traffic Signal Technician**

Steve M. Fitzsimons, P.E., T.E., Senior Traffic Engineer

- 25 years of experience as a project manager or project engineer includes traffic engineering design, streetlight design and studies, signal timing, traffic and parking impact analyses, accident studies, and highway corridor studies.
- Bachelor of Science and Masters of Science in Civil Engineering from UC Berkeley.
- Has provided contract Traffic Engineering services to agencies including Milpitas, Livermore, Emeryville, Half Moon Bay, Sacramento, and Elk Grove.
- Designed traffic signals or signal-interconnect, including safety lighting for more than 1,500 locations.
- Designs have addressed citywide traffic signal systems, signal preemption systems, transit priority, and emergency response vehicles
- Completed accident analyses as part of many projects, ranging from area-wide studies to spot locations.
- Designed traffic engineering improvements (signing, striping, traffic control) and traffic calming.

EXPERIENCE/REFERENCES

Republic ITS has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. Republic ITS has an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's electrical infrastructure and exceed our customer's expectations. The following is a list of some of Republic ITS's current traffic signal and streetlight maintenance customers. We welcome and encourage you to contact the agencies below to learn more about our company.

References for services we are currently providing:

Agency	Description of Project	Agency Contact Person	Telephone Number
Marin County DPW P.O. Box 4186 San Rafael, CA 94913	Traffic Signal & Streetlight Maintenance and Engineering	Farhad Mansourian, Director of DPW & Director of California Streetlight Assoc.	(415) 499-7580
City of Menlo Park 701 Laurel Street Menlo Park, CA 94945	Traffic Signal & Streetlight Maintenance	Rene Baile, P.E., Transportation Engineer	(650) 858-3363
City of Citrus Heights 6237 Fountain Square Drive Citrus Heights, CA 95621	Traffic Signal and Street Light Maintenance	Dennis Dunn, Traffic and Signal Operations Supervisor	(916) 727-4788
City of Elk Grove 8400 Laguna Palms Way Elk Grove, CA 95758	Traffic Signal and Street Light Maintenance and Engineering	Richard Sheppard, Public Works Director	(916) 478-2227
City of Foster City 610 Foster City Blvd. Foster City, CA 94404	Traffic Signal & Streetlight Maintenance	Stan Workman, Public Works	(650) 286-3285
City of Fremont 39550 Liberty Street Fremont, CA 94537	Traffic Signal & Street Light Maintenance	Fred Hebner, Street Maintenance Supervisor	(510) 979-5719
City of Gilroy 7351 Rosanna Street Gilroy, CA 95020	Traffic Signal & Streetlight Maintenance and Engineering	Don Dey, Traffic Engineer	(408) 846-0450
City of Manteca 1001 W. Center St. Manteca, CA 95337	Street Light Maintenance	Jim Stone, Deputy Director of Public Works	(209) 825-2592



**Professional Service Rates
CITY OF RANCHO CORDOVA
January 30, 2012**

Labor Rates

	Regular	Overtime
Foreman Electrician	\$93 per hour	\$160 per hour
Electrician	\$84 per hour	\$150 per hour
Laborer	\$60 per hour	105 per hour

Equipment Rates

Bucket Truck	\$27 per hour
Mobile Crane	\$75 per hour

Other equipment not listed above will be billed at the California Department of Transportation Equipment Rental Rates plus a %15 surcharge.

Engineering Rates

Principal Engineer	\$185 per hour
Senior Engineer	\$160 per hour
Staff Engineer	\$135 per hour
Senior Engineering Assistant	\$115 per hour
Engineering Assistant	\$95 per hour
Clerical	\$75.00 per hour

Material

Cost plus 18%

MEMORANDUM



DATE: February 6, 2012

TO: Honorable Mayor and Council Members

FROM: William Campbell, Planning Department

SUBJECT: RESOLUTION APPROVING PETSMART INDOOR ANIMAL TRAINING AND DAYTIME BOARDING CONDITIONAL USE PERMIT – PROJECT NO. DD7399; LOCATED AT 10830 OLSON DRIVE

PROPERTY OWNER: Sidney C Hubbard 14894 Wintergate Ground Road Penn Valley, Ca 95946	APPLICANT: PetSmart 19601 N 27 th Avenue Phoenix, AZ 85027
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PROJECT: PetSmart Indoor Animal Training and Day Time Boarding. FILE: DD7399 LOCATION: 10830 Olson Drive, east of Zinfandel Drive. APN: 072-0028-0035 PLANNER: William Campbell, Principal Planner

REQUEST

The applicant is requesting a Use Permit approval to conduct training and provide daycamp facilities, within the interior of the existing building.

RECOMMENDATION

Adopt Resolution No. 9-2012.

RESULT OF RECOMMENDATION

Approving this project will allow the applicant to expand their training facility, along with providing a day camp component for day time boarding only. No exterior modifications are proposed to the existing building and the day camp boarding will be conducted within the interior of the existing building.

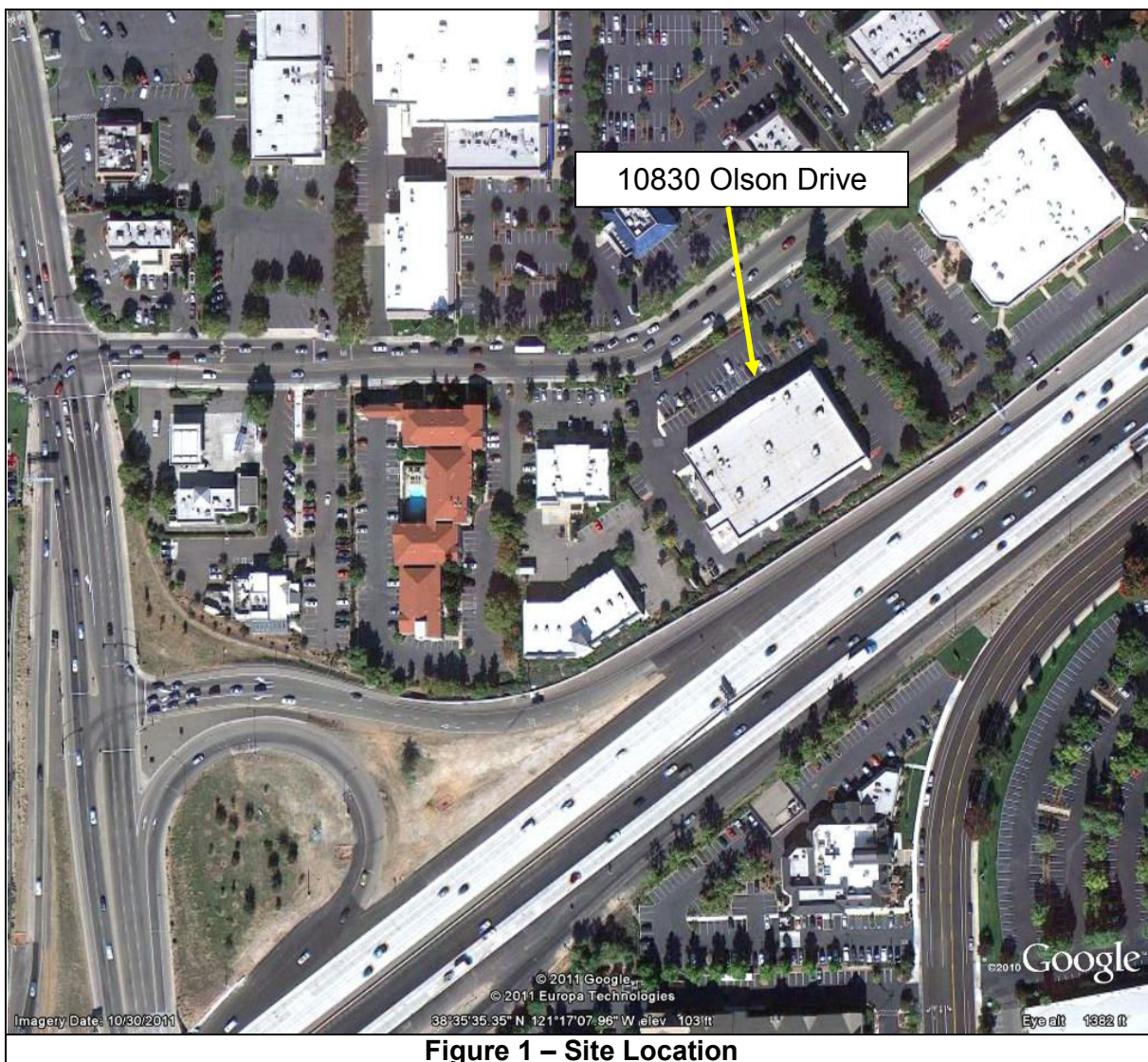


Figure 1 – Site Location

Land Use Relationships with Adjacent Properties

	General Plan Land Use Designation	Zoning	Existing Land Use
Subject Property	Folsom Blvd Specific Plan	CMU	Pet Store and Supply
North	Folsom Blvd Specific Plan	CMU	Retail Stores
East	Folsom Blvd Specific Plan	CMU	Multi-tenant retail
South	Folsom Blvd Specific Plan	CMU	Highway 50
West	Folsom Blvd Specific Plan	CMU	Retail Stores

ANALYSIS

The existing building is approximately 26,000 square feet, located at 10830 Olson Drive. The existing building is currently occupied by PetSmart. The current business has provided training facilities within the building, but they would like to extend day care accommodation in a newly designed training/day module within the building. The Folsom Boulevard Specific Plan specifically listed dog day care operations as requiring a Use Permit, based upon most dog day care operations provided outdoor facilities, which in certain location could cause a significant nuisance to adjoining sensitive land uses. In this case, the existing PetSmart is located in the heart of the commercial district and would not pose a potential nuisance and the total operation is located within the building.

The Building Department has provided comment on this project regarding a number of permits for interior improvements that have not been completed and minor work performed without the benefit of obtaining permits. A condition has been included into the Conditions of Approval that will require PetSmart to complete or obtain the necessary permits for all previous work, prior to the operation of the day care facility.

CONCLUSION

Staff has reviewed the applicant's request for compliance with the policies and goals of the City of Rancho Cordova General Plan and applicable standards in the Zoning Ordinance, and based on this analysis, the Planning Department recommends the City Council approve the Conditional Use Permit, as proposed.

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines and the Notice of Exemption will be filed with the County Clerk.

FINANCIAL IMPLICATIONS TO CITY

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

ATTACHMENTS

1. Resolution No. 9-2012, including **(Exhibit A)** Conditions of Approval
2. 500 ft. radius map and mailing labels for public hearing notices.
3. Applicant's Project Description.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 9-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT TO PETSMART FOR DAYTIME
BOARDING OF DOGS AT 10830 OLSON DRIVE, PROJECT NO. DD7399**

WHEREAS, PetSmart (Applicant) filed an application with the City of Rancho Cordova for a Conditional Use Permit (CUP) ("Project") to allow daytime boarding of dogs within the existing building, located at 10830 Olson Drive (Assessor's Parcel Number: 072-028-035); and

WHEREAS, the City Council of the City of Rancho Cordova (City Council) is the appropriate authority to hear and take action on the Project; and

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

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

1. California Environmental Quality Act:

- A. Finding: This project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act Guidelines. The Existing Facilities exemption allows additions up to 10,000 square feet, as long as a.) A project is in an area where all public services and facilities are available, and b.) The area in which the project is located is not environmentally sensitive.

Evidence: The project is not adding any new square feet to the existing building. The proposed use is not located in an environmentally sensitive area, because the building is already in existence and the facilities for the day care of dogs is totally within the building.

2. The City Council hereby approves the Conditional Use Permit, subject to the adopted Conditions of Approval (**Exhibit A**), and determines the project meets all of the required findings documented in Zoning Code Section 23.134.030. The following are each of the required findings and evidence to support them:

- A. Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The site is more than adequately sized to accommodate this use. The subject property is located on Olson Drive, in the heart of the City's commercial area and there are no sensitive land uses in close proximity. The operation is conducted within the interior of the building and therefore it will not impact any surrounding properties. This finding has been met.

- B. Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards or other reasonable conditions of approval.

Evidence: As mentioned above, the site is located in the center of the City's commercial district and is bounded by Highway 50 to the south. Additionally, due to the fact that

there are no sensitive land uses in the area, this project will not have any negative impacts or be detrimental to the public health or welfare. This finding has been met.

- C. Finding: All required public facilities have adequate capacity to serve the proposal.
Evidence: All required utilities are available and adequate to serve the site. This finding has been met.
- D. Finding: The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.
Evidence: The project does not expand the building and the day care operation will be conducted within the existing building and would be incidental to the primary use of the pet supply use. The project requires a Use Permit to be consistent with Folsom Boulevard Specific Plan. This finding has been met.
- E. Finding: If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the Zoning Code.
Evidence: There are no nonconforming elements of this Project. This finding has been met.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The City Council approves this project to expand the training facility, along with providing a day camp component for day time boarding, located at 10830 Olson Drive. No overnight boarding and no exterior modifications to the existing building are allowed. The day camp will be conducted within the interior of the existing building. Any significant change to the allowed operation by this permit will require an amendment to the Use Permit, which could result into additional conditions of approval.	On-Going	Planning	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
3.	The applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	The permit holder is hereby notified that failure to comply with any one of these conditions may result in the revocation of this permit pursuant to the City of Rancho Cordova Zoning Code.	On-Going	Planning	
	Prior to New Building Permits			
5.	Applicant shall remediate any outstanding building permits and/or obtain permits for all interior improvements to the building to the satisfaction of the Building Department.	Prior to Building Permits	Building	

Conditions of Approval

Prior to Final Inspection			
6.	Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Final Occupancy. For account status, please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	Prior to Final Building Inspection	FINANCE



ParcelQuest		
<u>Id</u>	<u>Subject Co / APN</u> 	<u>Owner</u>
3	SAC 072-0280-035-0000	TAYLOR/BARBARA HUBBARD LIVING TRUST/ETAL
10830 OLSON DR RANCHO CORDOVA CA 95670		
ParcelQuest		
<u>ID</u>	<u>Co / APN</u> 	<u>Owner</u>
1 ☒	SAC 072-0210-047-0000	BILL WOOD FAMILY TRUST AMELBA WOOD FAMILY TRUST B
2 ☒	SAC 072-0210-048-0000	YEE ROCKY & THERESE J YEE REVOCABLE LIVING TRUST
3 ☒	SAC 072-0280-035-0000	TAYLOR/BARBARA HUBBARD LIVING TRUST/ETAL
4 ☒	SAC 072-0280-051-0000	JOHNSON EPPAMINONDAS G
5 ☒	SAC 072-0280-052-0000	JOHNSON EPPAMINDAS G
6 ☒	SAC 072-0280-053-0000	GARDENVIEW ESTATES VENTURE L P
7 ☒	SAC 072-0280-082-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
8 ☒	SAC 072-0280-083-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
9 ☒	SAC 072-0280-084-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
10 ☒	SAC 072-0280-085-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
11 ☒	SAC 072-0280-086-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
12 ☒	SAC 072-0280-087-0000	PACIFIC CASTLE RANCHO CORDOVA LLC
10913 OLSON DR RANCHO CORDOVA CA 95670		

13	☒	<u>SAC 072-0280-093-0000</u>	TARGET CORP	10881 OLSON DR RANCHO CORDOVA CA 95670
14	☒	<u>SAC 072-0280-094-0000</u>	PACIFIC CASTLE RANCHO CORDOVA LLC	10837 OLSON DR RANCHO CORDOVA CA 95670
15	☒	<u>SAC 072-0280-095-0000</u>	PACIFIC CASTLE RANCHO CORDOVA LLC	OLSON DR CA 95670
16	☒	<u>SAC 072-0280-096-0000</u>	RANCHO CORDOVA RAPS INCORPORATED	10800 OLSON DR RANCHO CORDOVA CA 95670
17	☒	<u>SAC 072-0330-022-0000</u>	ZINFANDEL CENTERS LLC	2859 ZINFANDEL DR RANCHO CORDOVA CA 95670
18	☒	<u>SAC 072-0610-034-0000</u>	WDCI INC	2868 PROSPECT PARK DR RANCHO CORDOVA CA 95670
19	☒	<u>SAC 072-0610-045-0000</u>	STATE OF CALIFORNIA	U S HWY #50 CA 95670
20	☒	<u>SAC 072-0610-064-0000</u>	MONUMENT PROPS PROSPECT PK LLC	2801 PROSPECT PARK DR RANCHO CORDOVA CA 95670
21	☒	<u>SAC 072-0610-086-0000</u>	W2005 & FARGO HOTELS REALTY LIMITED PARTNERSHIP	10755 GOLD CENTER DR GOLD RIVER CA 95670

select: all none

**The information provided here is deemed reliable, but is not guaranteed.

APN 072-0210-047-0000
BILL WOOD FAMILY TRUST A &
MELBA WOOD FAMILY TRUST B
10836 GLENHAVEN WAY
RANCHO CORDOVA CA 95670

APN 072-0210-048-0000
YEE REVOCABLE LIVING TRUST
2640 BABSON DR
ELK GROVE CA 95758

APN 072-0280-035-0000
TAYLOR & BARBARA HUBBARD
LIVING TRUST
19601 N 27TH AVE
PHOENIX AZ 85027

APN 072-0280-051-0000
EPPAMINONDAS G JOHNSON
1555 RIVER PARK DR #101
SACRAMENTO CA 95815

APN 072-0280-052-0000
EPPAMINDAS G JOHNSON
1555 RIVER PARK DR #101
SACRAMENTO CA 95815

APN 072-0280-053-0000
GARDENVUE ESTATES
VENTURE L P
9500 SW BARBUR BLVD #300
PORTLAND OR 97219

APN 072-0280-082-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-083-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-084-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-085-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-086-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-087-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-093-0000
TARGET CORP
1000 NICOLLET MALL
MINNEAPOLIS MN 55403

APN 072-0280-094-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-095-0000
PACIFIC CASTLE RANCHO
CORDOVA LLC
2601 MAIN ST #900
IRVINE CA 92614

APN 072-0280-096-0000
CORDOVA RAPS INC
ORPORATED RANCHO
22709 RANCHO PLMRS PL
CASTRO VALLEY CA 94552

APN 072-0330-022-0000
ZINFANDEL CENTERS LLC
PO BOX 2798
RANCHO CORDOVA CA 95741

APN 072-0610-034-0000
WDCI INC
822 BISHOP ST
HONOLULU HI 96813

APN 072-0610-045-0000
STATE OF CALIFORNIA
PO BOX 911
MARYSVILLE CA 95901

APN 072-0610-064-0000
MONUMENT PROPS PROSPECT
PK LLC
1100 S FLOWER ST #3100
LOS ANGELES CA 90015

APN 072-0610-086-0000
W2005 & FARGO HOTELS RE
ALTY LIMITED PARTNERSHIP
600 LAS COLINAS BLVD #400
IRVING TX 75039

P R O J E C T D E S C R I P T I O N

DATE: December 19, 2011

TO: City of Rancho Cordova
Building and Safety Department
2729 Prospect Park Drive
Rancho Cordova, California 95670

ATT: Mr. Bill Cambell

FROM: Brock Sturz

RE: **A11116- PetSmart Store #049**
10830 Olson Drive
Rancho Cordova, California 95670
Permit #538682

CC: File

Bill,

The proposed pet day camp is a day care/play area for dogs with no overnight stays. It includes training, supervision and play as done in the previous pet training fixture. Previously there was a pet training fixture at the location of the proposed Pet Day Camp. This configuration existed since at least '07 and probably closer to store opening. The new Pet Day Camp is an expansion/ remodel of this pet training fixture area. The new 980 sq. ft. Pet Day Camp has similarities to the Pet Training in that owners can leave their pets in a supervised area. This Day Camp is made of the same millwork materials with just a different finish. The previous pet area was a light maple and the new is a cherry wood with 2 bays instead of 1 for the pets along with the new ability to clean the area with hose stations and trench drains. Pet training will be occurring in this area as previously occurred in the pet training fixture and will also function as a day care/play area for dogs. Customers will be able to leave their pets supervised as before. In summary this is really just a remodel of the pet training fixture area.



MEMORANDUM



DATE: February 6, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Adam Lindgren, City Attorney

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATIONAL AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR PARTICIPATION IN THE QUARRY TRUCK MANAGEMENT PLAN PROGRAM

RECOMMENDATION

Adopt Resolution 10-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the execution of an Operational Agreement with the County of Sacramento. This agreement will define the benefits and obligations of each party for participation in the Quarry Truck Management Plan (TMP) program.

ADVANCES GOALS: 2 and 11

BACKGROUND

On December 14, 2011, the County Board of Supervisors adopted Resolution 2001-0938 establishing the Quarry Truck Management Plan (TMP) program (**Attachment 1**). The TMP is a voluntary non-CEQA based funding mechanism whereby quarry operations in eastern Sacramento County will commit to providing partial funding for the implementation of various roadway related improvements to help address quality of life concerns stemming from aggregate truck traffic. The program limits trucks to certain routes, agreed upon by the City, and allocates funding based on the distribution of truck trips in each jurisdiction. The County will collect 12 cents per ton of aggregate material produced and sold from the participating quarries and allocate the funds based upon the distribution of through (not local delivery) quarry truck trips. The 12 cents per ton will be split equally between the City and the County for quarry truck traffic using Grantline Road. The split of the 12 cents per ton between the City and the County for trucks using White Rock Road will be determined during the processing of the permit applications for Granite and Milgate quarries. This amount will be adjusted over time to account for changes in the cost of aggregate.

The TMP required that the City dismiss with prejudice its lawsuit against the County for its approval of the Teichert Quarry within 45 days of the adoption of the TMP Resolution by the County Board of Supervisors. In order for the City to become a participating jurisdiction in the TMP and receive its portion of quality of life fees, the City is required to enter into an Operational Agreement with the County to define the benefits and obligations between the County and the participating jurisdiction as delineated in the adopted TMP.

Other key provisions of the TMP and Operational Agreement affecting the City's rights and responsibilities are summarized in the bullet points below.

- The Agreement does not authorize Stoneridge or Teichert quarries to use White Rock Road for through truck trips. The City will not impose any restrictions for local serving quarry trucks.
- The Granite and Milgate quarries may use White Rock Road for through quarry truck trips resulting from the total annual production of up to 4 million tons of aggregate.
- There is no limit on through quarry trucks travelling on Grant Line Road and Jackson Highway.
- The City agrees not to exercise its legal rights to restrict quarry truck traffic in any way that is inconsistent with the TMP.
- The City can only use TMP funds for the purpose of designing, approving, financing, constructing, and maintaining quality of life roadway improvements related to truck traffic from participating quarries.
- The City will lose the benefits of the TMP if it approves a quarry within the City limits, unless the quarry agrees to participate in the TMP.
- The City will be terminated from participation in the TMP if it initiates legal action, based upon quarry truck traffic, challenging an application for a new quarry or the renewal of an existing quarry. This limitation only applies for quarries participating in the TMP.

In negotiating the Operational Agreement, City staff made a point to preserve the City's options for enforcing the truck route restrictions in the agreement, including but not limited to the issuance of fines or citations. It was also important to staff that the Operational Agreement for Rancho Cordova and Folsom be substantially similar. For that reason, staff added a provision to the agreement which would re-open negotiations if the County reaches a more favorable Operational Agreement with the City of Folsom.

The County Board of Supervisors approved the attached Operational Agreement on January 24, 2012. Subsequent to the approval of the TMP by the County, the City dismissed the lawsuit against the County on January 27, 2012.

Staff recommends adoption of the Operational Agreement.

ATTACHMENTS

1. Quarry Truck Management Plan (TMP) program
2. Resolution 10-2012 including **Exhibit 1A** – Operational Agreement Contract No. 10-2012

Revised
December 15, 2011

RESOLUTION NO. 2011- 0938

**RESOLUTION OF THE BOARD OF SUPERVISORS, OF THE COUNTY OF
SACRAMENTO, STATE OF CALIFORNIA, ESTABLISHING A QUARRY TRUCK
MANAGEMENT PLAN FUNDING MECHANISM PROGRAM FOR QUALITY OF
LIFE IMPROVEMENTS FOR EASTERN SACRAMENTO COUNTY**

WHEREAS, since 2002, Sacramento County (County) has received three separate applications for aggregate quarries to be located in the eastern sector of the County;

WHEREAS, Teichert Quarry was approved by the Board of Supervisors (Board) on November 30, 2010, and Stoneridge Quarry was heard by the Board on December 7, 2011 and final Board action is tentatively scheduled in January of 2012;

WHEREAS, the third remaining application, Milgate Quarry, has yet to be heard by the Board;

WHEREAS, other quarrying proposals to be located in the eastern sector of the County may be advanced in the future;

WHEREAS, the Teichert and Stoneridge Quarries and these other various quarries will, if approved, generate considerable truck related traffic;

WHEREAS, each quarry when approved either has been or will be required to analyze and mitigate its California Environmental Quality Act ("CEQA") identified traffic capacity, air quality and noise impacts;

WHEREAS, in addition to such CEQA identified impacts, the Board recognizes that there may be various perceived "quality of life" concerns, stemming from said truck traffic, which are not subject to analysis and mitigation as required under CEQA;

WHEREAS, the Board desires to establish a voluntary non-CEQA based funding mechanism whereby aggregate quarry operations in eastern Sacramento County can commit to providing partial funding for the implementation of various roadway related improvements to help address perceived “quality of life” concerns stemming from said aggregate truck traffic;

WHEREAS, said aggregate truck related quality of life concerns will be to land uses located in an area of concern which includes the area south of the City of Folsom consisting of the City’s south of U.S. Highway 50 sphere of influence area, a portion of the City of Rancho Cordova and a portion of unincorporated Sacramento County;

WHEREAS, said area of concern is depicted, jurisdiction by jurisdiction, in Exhibit A;
and

WHEREAS, the Board desires to enhance comity between the three affected jurisdictions and settle existing and avoid future litigation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sacramento does hereby establish the Quarry Truck Management Plan (TMP) Funding Mechanism Program, attached hereto as Exhibit B:

1. Section 2.4.5.B of the Development Agreement by and between the County of Sacramento and Teichert & Sons, Inc., dated 30 November, 2010, requiring the adoption of a TMP program, is hereby deemed satisfied by the adoption of this Resolution.
2. In order for the City of Rancho Cordova to receive funds from this Quarry TMP Funding Mechanism, the City must dismiss with prejudice its lawsuit against the County and Real Party in Interest Teichert regarding the Teichert Quarry (Sacramento Superior Court Case Number 34-2010-80000747) within 45 days of the adoption of this Resolution. If a final judgment has been entered by the Superior Court prior to the lapse of said 45 days, Rancho Cordova must enter into an agreement with the County before receipt of funds from the TMP Funding Mechanism which provides: (1) that Rancho Cordova will not appeal any decision rendered by the Superior Court

(2) that Rancho Cordova waives any claim for an award of attorneys' fees stemming from said case from either the County or Real Party in Interest Teichert and (3) pledges that Rancho Cordova will not, in the event it has prevailed before the Superior Court, file a subsequent action challenging the Teichert Quarry EIR. Said agreement must be executed within 60 days of the adoption of this Resolution.

3. Section 2.4.4 of the Development Agreement by and between the County of Sacramento and Angelo G. Tsakopoulos and Katherine Tsakopoulos, requiring the adoption of a TMP program, will be deemed satisfied by the adoption of this Resolution, upon approval of the Development Agreement by the Board of Supervisors.

BE IT FURTHER RESOLVED that Exhibits "A" through "B" are hereby incorporated into and made a part of this resolution establishing a Quarry Truck Management Plan Funding Mechanism Program.

On a motion by Supervisor MacGlashan Seconded by Supervisor Nottoli, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, at a regular meeting thereof this 14th day of December, 2011, by the following vote, to wit:

AYES: Nottoli, Peters, Serna, Yee, MacGlashan

NOES: None

ABSENT: None

ABSTAIN: None



Cyndi Lee
Clerk, Board of Supervisors

Roberta Nottoli
Chair, Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County Of Sacramento on: 12/15/11

By V. Hughes
Deputy Clerk, Board of Supervisors

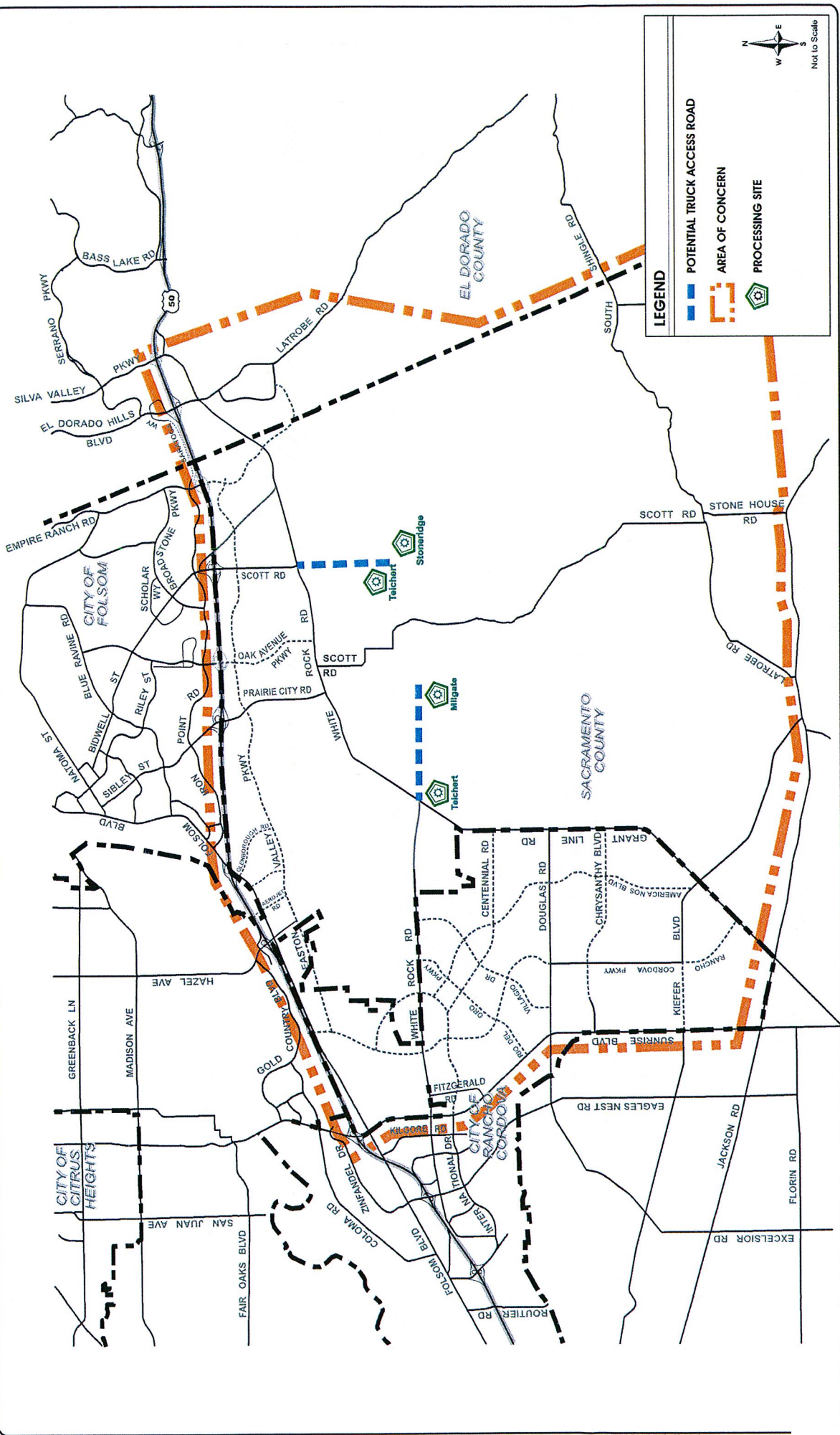
FILED
BOARD OF SUPERVISORS

DEC 15 2011

BY Cyndi Lee
CLERK OF THE BOARD

EXHIBIT A
AREA OF CONCERN

TRUCK MANAGEMENT PLAN



DKS Associates
TRANSPORTATION SOLUTIONS

Revised
December 15, 2011

EXHIBIT B
Eastern Sacramento County
Quarry Truck Management Plan Funding Mechanism Program

1. All new quarry or other mining proposals and renewals of existing quarry or other mining permits (quarry or quarries), located within the Quarry TMP Participation Area (Participation Area), as depicted in Figure I, may elect to participate in the Quarry TMP Funding Mechanism Program.
2. Those jurisdictions located within the Participation Area may similarly elect to participate in the Quarry TMP Funding Mechanism Program.
3. The Quarry TMP Funding Mechanism Program shall consist of a twelve (12) cents per ton contribution on all aggregate material produced and sold from the participating quarries. Aggregate material shall include raw materials sold or transferred to affiliates or subsidiaries for the production of concrete, asphalt or other products. Asphalt oil, water, cement or other ingredients from outside sources shall not be included in the tonnage measured, although, the sale of recycled materials shall be included.
4. A quarry operator electing to participate in the Quarry TMP Funding Mechanism Program shall execute a development agreement, or other similar binding obligation, with the County which mandates payment of the twelve (12) cents per ton contribution specified in Paragraph 3. In the event a quarry is approved by a participating jurisdiction other than the County, a quarry electing to participate in this program shall execute a similar agreement with that jurisdiction.
5. The Quarry TMP Funding Mechanism Program contribution (contribution) shall be collected for the term of each quarry use permit and any extensions thereto granted up to a total of one hundred (100) years, subject to modification as provided in Paragraphs 6 and 7 below.
6. In recognition of the fact that the value of a ton of aggregate may fluctuate, the twelve (12) cents per ton contribution will be adjusted every eight (8) years for the first twenty four (24) years that the contribution is in place (year 8, year 16, and year 24) by applying an Adjustment Factor to the contribution, provided that, in no event will the adjustment be more than one half (1/2) cent per year (e.g. four (4) cents in any adjustment period), and in no event shall the adjustment reduce the cents per ton contribution to less than twelve (12) cents per ton during the same twenty four (24) year period. The Adjustment Factor shall be defined as the proportion of the value of a ton of aggregate material as of one year from the date of the first aggregate material sale from the first quarry

participating in this program to the value of a ton of aggregate material as of the date eight (8) years after the first aggregate material sale from the first quarry participating in this program. The value of a ton of aggregate for purposes of the eight (8) year review shall be the annual gross revenue received for aggregate material (aggregate material as defined in paragraph 3) from all participating quarries divided by the annual total tons of aggregate material sold from all participating quarries. The participating quarries shall provide a report with this information to the County within ninety (90) days of the triggering dates outlined above. The County will maintain this information as confidential and calculate the Adjustment Factor to be applied to the cents per ton contribution by averaging the data provided by participating quarries. The adjusted contribution shall apply to all of the participating quarries located in the Participation Area.

Beginning on the twenty fourth (24th) year that the contribution is in place, there shall be an evaluation of the amount of the contribution every ten (10) years thereafter. The evaluation of the contribution shall be considered by the County Board of Supervisors and shall be based on the following factors:

- a. The total amount of the contribution collected to date;
- b. The total amount of contributions that have been expended to date;
- c. The quality of life improvements that have been constructed to date;
- d. The quality of life improvements that still need to be constructed;
- e. The maintenance costs associated with the quality of life improvements;
- f. The total amount of funding and adjustments to that funding collected and expended toward quality of life improvements by non-quarry contributors; and
- g. Whether the participating quarry operations will be competitive in the regional market given the contribution.

The Board's evaluation may result in a reduction to the per ton fee. In the event that the quality of life improvements have not been completed by the fiftieth (50th) year that the contribution is in place, the contribution will be reduced to an amount necessary to provide for ongoing maintenance of the quality of life improvements that were previously constructed and shall extend for the balance of the permitted life or extended permit life up to a total of one hundred (100) years of each quarry operation.

7. If a jurisdiction approves a new quarry or renews an existing quarry that is located within the Participation Area and that quarry elects to not participate in the Quarry TMP Funding Mechanism Program or provides a cents per ton contribution that is less than the amount established in Paragraphs 3 and 6 above, then the contribution amount applicable to all quarry operators shall be adjusted to reflect the lowest contribution amount and the jurisdiction that approved such quarry shall not be entitled to receive any of the benefits of the Quarry TMP Funding Mechanism Program including the cents per ton contribution. Additionally, a quarry approved or renewed by a jurisdiction other than Sacramento County will not require any subsequent approvals from Sacramento County prior to commencing operations.
8. The County shall be responsible for the collection of the Quarry TMP contributions, which shall occur as described in Figure II.
9. The County shall also be responsible for distributing the collected contributions to the participating jurisdictions. The distribution of contributions shall be based upon the relative distribution of through (not local delivery) quarry truck traffic established as part of the project approval for each quarry relative to each jurisdiction that elects to participate in the Quarry TMP Funding Mechanism Program. Local quarry trucks are defined as those quarry trucks with a delivery destination located within the Participation Area. Through quarry trucks are defined as those quarry trucks with a delivery destination located outside of the Participation Area. For quarry truck distribution routes that share a jurisdictional boundary, the affected jurisdictions shall share in the contributions for that route. Distribution of contributions for Teichert Quarry and for Stroneridge Quarry shall be as depicted in Figures III and IV, respectively.
10. As additional quarries are approved and elect to participate, distribution figures shall be added to this program for those quarries. Said distribution figures shall be based upon the anticipated distribution of quarry truck traffic as established at the time of the project approval.
11. The County shall review and revise the figures referenced in Paragraphs 9 and 10 to represent changes that may occur over time to the trip distribution patterns associated with each participating quarry or changes in jurisdiction boundaries. Said review and revision shall occur every four (4) years from the effective date of the Resolution creating this program or sooner should a significant changed condition occur. Participatory

quarries shall be responsible for ensuring that their through quarry trucks utilize the through truck haul routes established on the distribution exhibits.

12. Participating jurisdictions shall share those contributions intended for quarry truck routes which straddle jurisdictional boundaries. However, the County will assign any contributions it receives for Prairie City Road or Scott Road (east) towards quality of life improvements on Prairie City Road. The County shall also assign any contributions it receives for White Rock Road toward quality of life improvements to White Rock Road.
13. In order to participate in this Quarry TMP Funding Mechanism Program and receive contributions for quality of life improvements, jurisdictions must enter into an operational agreement with the County. All such operational agreements shall contain the following:
 - a. That distribution of contributions for quality of life improvements shall be made by the County on an annual basis consistent with Paragraphs 9 through 12.
 - b. That contributions shall only be used for the purpose of designing, approving, financing, constructing and maintaining quality of life roadway improvements related to quarry truck traffic from participating quarries. Such roadway related improvements may include, but are not limited to, any of the following: special quarry truck lanes (including grade separation) and associated improvements, rubberized asphalt, sound wall extensions, and landscaping enhancements as well as right of way acquisition for any such improvements.
 - c. That contributions shall not be used in lieu of nexus based traffic mitigation fees and/or CEQA based mitigations for road capacity improvements or for normal road maintenance, with the exception of maintenance of quality of life improvements identified in this TMP.
 - d. That, prior to commencement of construction of quality of life improvement projects pursuant to this program, appropriate CEQA review shall be conducted by the jurisdiction proposing such improvements. Where the quality of life improvements are located within more than one jurisdiction, the jurisdictions may review such improvements jointly.
 - e. That an annual report shall be provided to the County by any jurisdiction receiving contributions which accounts for the use of those contributions during the prior year.

- f. That contributions shall be held in a separate account, specifically identified for Quarry TMP quality of life improvements, and shall not be available to the general fund of the receiving jurisdiction.
 - g. That the County shall provide guaranteed, reasonable and continuous direct access for all aggregate trucks from quarries participating in this program and traveling along Prairie City Road, Scott Road (east), White Rock Road, Grant Line Road and Jackson Highway. Except as stated in paragraph 14 below, there shall be no limit set on the volume of such quarry truck trips that is permitted to travel along Prairie City Road, Scott Road (east), White Rock Road, Grant Line Road and Jackson Highway within the unincorporated County.
14. In order to participate in this Quarry TMP Funding Mechanism Program and receive contributions for quality of life improvements, the operational agreement with the City of Folsom shall be consistent with the provisions of the agreement between the County and the City of Folsom relating to transportation, adopted by both jurisdictions on December 6, 2011, which provisions are incorporated herein by reference as well as the provisions of this Quarry TMP Funding Mechanism Program and shall contain, in addition to the provisions of Paragraph 13, the following:
- a. That the City will set no limit, following annexation, on the volume of participating quarry truck traffic which is allowed to pass through the Folsom SOI area for quarry trucks that have agreed to pay a baseline cents per ton contribution of \$0.12 as provided in Sections 3 and 4
 - b. That the City, following annexation, shall provide guaranteed, reasonable and continuous direct access through the Folsom SOI area for participating quarry truck traffic traveling to and from U. S. Highway 50. The City may, however, assign such traffic to Scott Road (east), Prairie City Road and any future extension of Oak Avenue, or any combination thereof, provided that at all times participating quarry truck traffic is provided with said guaranteed, reasonable and continuous access. Said assignment of traffic shall include the ability to limit hours trucks may traverse a particular road so long as guaranteed 24 hour per day access is provided along one of the enumerated routes.

- c. That the City quality of life improvements shall generally be the improvements depicted in Figure V, as well as (1) improvements to the Prairie City Road/Highway 50 interchange as determined by or negotiated with the California Department of Transportation, (2) improvements to the Prairie City Road and White Rock Road intersection as determined by the County and the City in consultation with the Sacramento Southeast Connector Joint Powers Authority.
 - d. That contributions for the City will begin to accrue upon annexation of the Folsom SOI area.
15. In order to participate in this Quarry TMP Funding Mechanism Program and receive contributions for quality of life improvements, the operational agreement with the City of Rancho Cordova shall be consistent with the provisions of this Quarry TMP Funding Mechanism Program and shall contain, in addition to the provisions of Paragraph 13, the following:
- a. That the City shall provide guaranteed, reasonable and continuous direct access for aggregate trucks from quarries participating in this program which travel along Grant Line Road and Jackson Highway. There shall be no limit set on the volume of such quarry truck trips permitted to travel along Grant Line Road and Jackson Highway.
 - b. That the City shall provide guaranteed, reasonable and continuous direct access on White Rock Road in the City for Granite and Milgate aggregate trucks resulting from an annual aggregate production level equivalent to four (4) million tons. Unless otherwise revised through an amendment to this agreement and subject to the consensus by the City, Granite, and Milgate, the four (4) million tons per year aggregate production shall be apportioned as follows:
 - 1) Three (3) million tons of aggregate production shall be assigned to Granite Construction Company via an aggregate production site that would directly access White Rock Road.
 - 2) One (1) million tons of aggregate production shall be assigned to Milgate quarry.

- c. The four (4) million ton limitation stated above shall not be reduced by either local aggregate truck trips using White Rock Road in the City of Rancho Cordova or by any temporary access allowed by the City to other participating quarry operators due to construction activities on Grant Line Road or Jackson Highway.
16. In the event that a participating jurisdiction initiates a legal action based upon quarry truck traffic challenging an application for a new quarry, or the renewal of an existing quarry located within the Participation Area, then that jurisdiction shall automatically be terminated from participating in this program and no longer be eligible to receive any contributions pursuant to it. This provision shall, however, only be applicable where a quarry project has entered into a development agreement, or other similar binding obligation, wherein it becomes obligated to make the contribution payments established in Paragraph 3.
 17. In order to participate in this program, Teichert must first amend its development agreement with the County so that the Construction Market Equalizer in Section 2.5 of the agreement shall only apply to Sections 2.4.1 through Section 2.4.4.3 and is rendered inapplicable to Sections 2.4.5.A, 2.4.5 B and 2.4.6. In addition, Teichert shall commit, in its amended development agreement, not to route Teichert Quarry and Teichert Grantline Plant trucks, moving to and from U.S. Highway 50, via White Rock Road and Sunrise Boulevard, White Rock Road and Zinfandel Drive and/or White Rock Road and a future Rancho Cordova Parkway.
 18. No participating quarry trucks will utilize White Rock Road or any other roadways within the current jurisdictional boundaries of the City of Rancho Cordova except for quarry trips identified in Paragraph 15b above and quarry truck trips making local deliveries, or if temporarily necessary due to construction along either Grant Line Road or Jackson Highway. Any said temporary use of City of Rancho Cordova roadways shall be subject to review and approval by the City of Rancho Cordova prior to use of those roadways.
 19. If the City of Rancho Cordova or the City of Folsom initiates any legal action against the Stoneridge Project, then the City(s) that brought forward that legal action shall not receive any Quarry TMP funding contribution from the Stoneridge quarry. If the Folsom SOI landowners initiate any legal action against the Stoneridge Project, then the City of Folsom shall not receive any Quarry TMP funding contribution from the Stoneridge quarry.



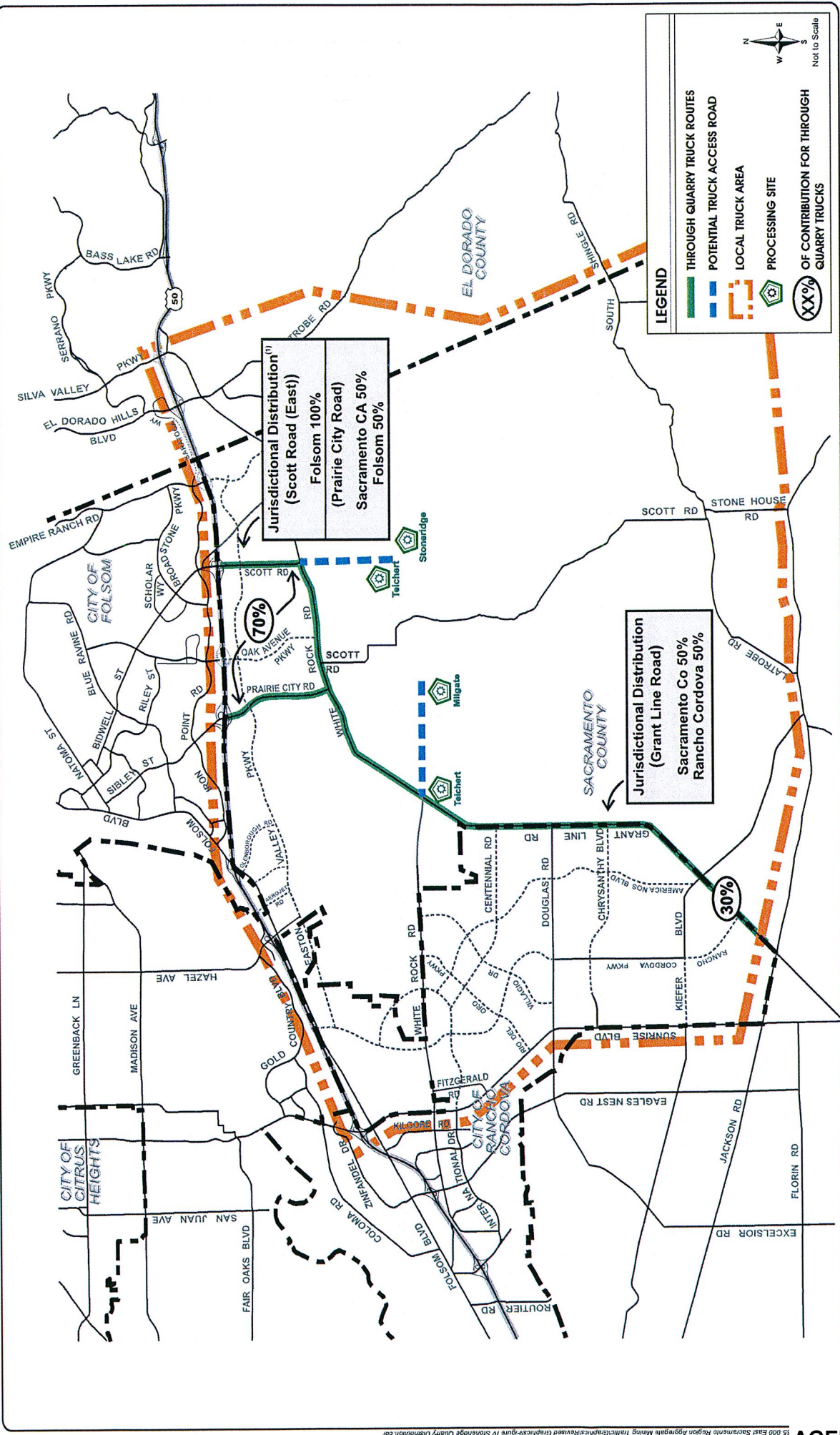
Figure II

Calculation, Payment and Verification of Aggregate Funds Cents per Ton Contributions.

Payments required by the TMP Resolution shall be made within 30 days of the following quarterly dates each year: March 31, June 30, September 30, and December 31. The first quarterly contribution shall be due at the end of the first quarter during which quarry makes its first sale. Together with each payment, quarry shall provide County with a statement indicating the tons of Aggregate Material sold and the calculation of the contribution being made. Quarterly payments shall be based upon the tonnage produced and sold from the Project site and the rates provided pursuant to the TMP Resolution. Payments to County shall be made to County of Sacramento TMP Fund account and delivered to the County CEO Office, or such address as County may designate in writing. All transmittals of payments shall be copied to the Sacramento County Planning Division and the Sacramento County Department of Transportation.

The County may audit, as it determines necessary, the tonnage of Aggregate Material being produced and sold at the Project site and the contributions paid to County to verify that the amount of payment correctly reflects actual tonnage sold.

The County shall provide all participating jurisdictions with appropriate documentary support for the calculation and distribution of the cents per ton contributions. Any participating jurisdiction may request the County to perform an audit of material produced and funds distributed. Such audits shall not be requested more frequently than every other year.



(1) Assumes that the City of Folsom has annexed the Folsom SOI area.

DKS Associates
 TRANSPORTATION SOLUTIONS

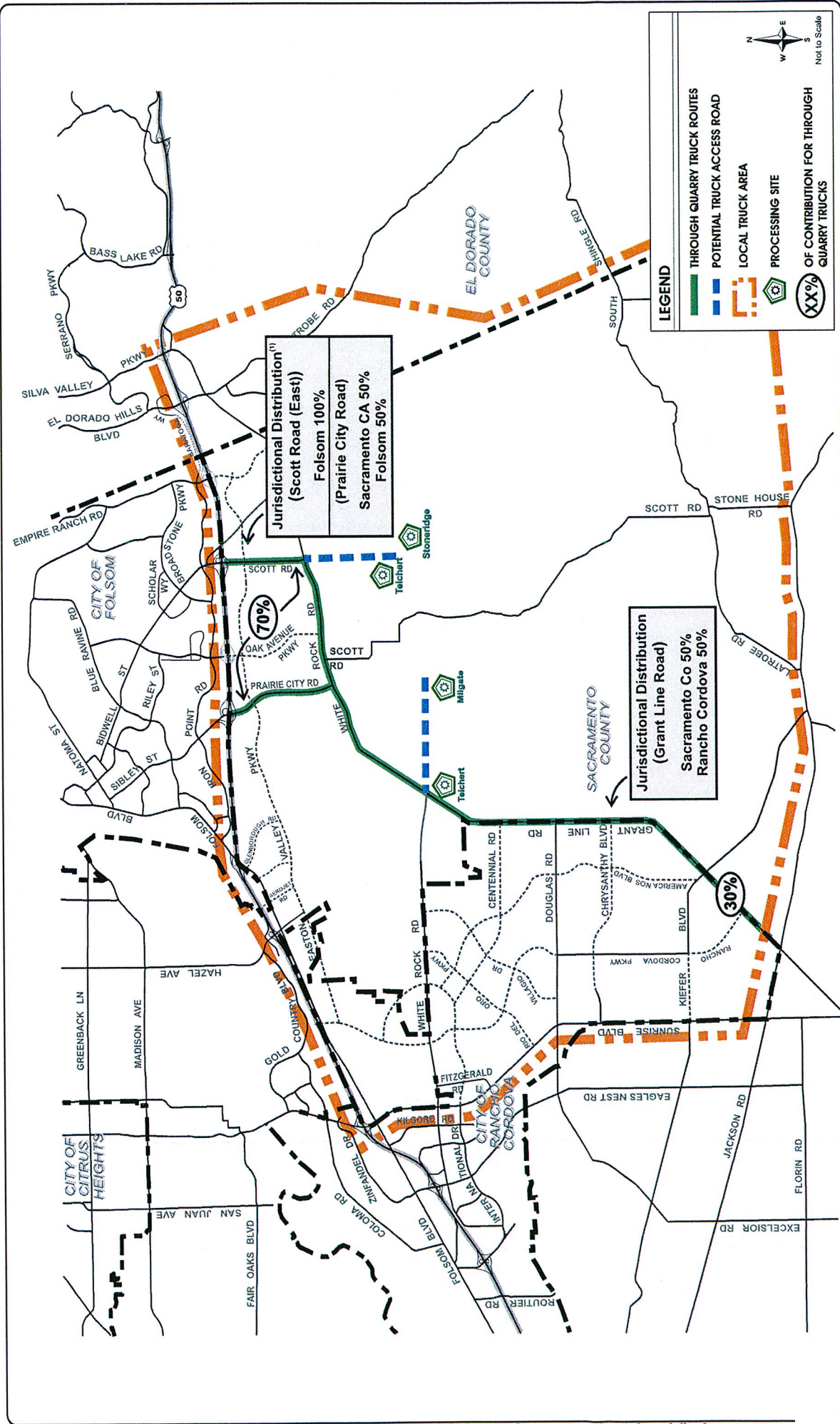
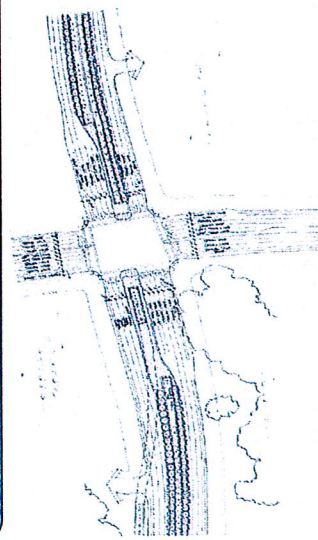


FIGURE IV
STONERIDGE QUARRY CONTRIBUTION DISTRIBUTION

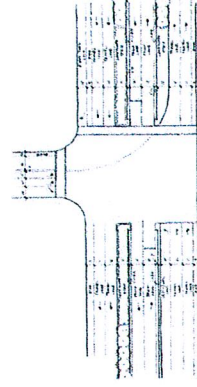
(1) Assumes that the City of Folsom has annexed the Folsom SOI area.

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TRANSPORTATION SOLUTIONS

TRUCK MANAGEMENT PLAN



Intersection 'A'
Prairie City Road - Easton Valley Parkway



Intersection 'C'
Prairie City Road - Street A

Figure V
Prairie City Road Special Design

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 10-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO APPROVE THE QUARRY TRUCK MANAGEMENT
PLAN OPERATIONAL AGREEMENT WITH THE CITY OF RANCHO CORDOVA AND
THE COUNTY OF SACRAMENTO**

WHEREAS, on December 14, 2011, the County Board of Supervisors adopted Resolution 2001-0938 establishing the Quarry Truck Management Plan (TMP) program; and

WHEREAS, the TMP requires local jurisdictions to enter into an Operational Agreement with the County to allow the participation in and receipt of revenue from the TMP; and

WHEREAS, the proposed Operational Agreement was approved by the County Board of Supervisors on January 24, 2012; and

WHEREAS, the Operational Agreement will establish agreements in compliance with specifically delineated provisions of the adopted TMP.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the Operational Agreement (**Exhibit A**) with the County of Sacramento.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**QUARRY TRUCK MANAGEMENT PLAN OPERATIONAL AGREEMENT BETWEEN
THE COUNTY OF SACRAMENTO
AND
THE CITY OF RANCHO CORDOVA**

This Quarry Truck Management Plan Operational Agreement (Agreement) is made and executed this ____ day of January 2012 by and between the County of Sacramento, a political subdivision of the State of California, (County) and the City of Rancho Cordova (City). Collectively, the County and City may be referred to as the Parties. Individually, the County and City may be referred to as a Party.

RECITALS

- A.** Since 2002, County has received three separate applications for aggregate quarries to be located in the eastern sector of the County; and
- B.** The Teichert Quarry was approved by the Board of Supervisors (Board) on November 30, 2010, and the Stoneridge Quarry was approved by the Board on January 10, 2012; and
- C.** The third remaining application, the Milgate Quarry, has yet to be heard by the Board; and
- D.** Other quarrying proposals to be located in the eastern sector of the County may be advanced in the future, including a quarry proposal by Granite Construction Company; and
- E.** The Teichert, Stoneridge, and Milgate Quarries and these other various quarries will, if approved, generate considerable truck related traffic; and
- F.** Each quarry when approved either has been or will be required to analyze and mitigate its California Environmental Quality Act (CEQA) identified impacts, including but not limited to traffic capacity, air quality and noise impacts; and
- G.** In addition to such CEQA identified impacts, the Board recognizes that there may be various perceived “quality of life” concerns, stemming from the truck traffic, which are not subject to analysis and mitigation as required under CEQA; and
- H.** On December 14, 2011, the Board adopted Resolution Number 2011-0938 which establishes the Quarry Truck Management Plan (TMP) Funding Mechanism Program (TMP Program), attached for reference as Attachment 1, a voluntary non-CEQA based funding mechanism whereby aggregate quarry operations in eastern Sacramento County can commit to providing partial funding for the implementation of various roadway related improvements to help address perceived quality of life concerns stemming from the quarry truck traffic; and

- I. The perceived quality of life concerns related to the aggregate truck traffic from the quarry projects may impact the current and future residents and businesses located in an area of concern which includes a portion of the City as depicted in Exhibit A to the TMP Program; and
- J. By entering into this Agreement, the City agrees not to exercise its present rights to restrict truck traffic on City roadways under State law, including but not limited to Vehicle Code Section 35701, in consideration for the benefits and payments provided for in this Agreement; and
- K. The conditions of approval for the Teichert and Stoneridge Quarries also include provisions to install infrastructure to monitor quarry truck traffic at defined locations along the quarry truck haul routes; and
- L. The City desires to participate in the TMP Program and receive funding for quality of life improvements along designated through quarry truck routes within said area of concern.

NOW THEREFORE, in consideration of the above Recitals, which are an essential part of the Agreement and are therefore incorporated by reference, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **County Actions.** In addition to the applicable provisions of the most recently adopted TMP Program, which is hereby made a part of this agreement, County hereby agrees to be bound by and implement the following provisions:

1.1 The County shall be responsible for the collection of the TMP Program contributions as described in the TMP Program. The County shall exercise its best efforts and exhaust all reasonable remedies to collect the TMP Program contributions from participating quarries, but in no event shall the County be liable to the City in the event such efforts are unsuccessful.

1.2 On or before April 30 of each year, the County shall be responsible for distributing to the City the City allocated TMP Program contributions collected by the County during the prior calendar year pursuant to the provisions of, and in order to implement paragraphs 9 through 12 of Exhibit B to the TMP Program. The distribution of the TMP Program funds to the City shall include any interest that may have accrued on those funds being held by the County on behalf of the City. Distributions to the City shall be authorized by the Director of the Department of Transportation or his/her designated delegate. The County shall provide to the City, at the time TMP Program funds are distributed, an accounting of the total program contributions received from the participating quarries and the allocations paid out to the participating jurisdictions.

1.3 The County shall be responsible for monitoring and evaluating the quarry truck trip distribution patterns associated with each participating quarry. The relative quarry truck distribution may change over time to reflect new aggregate market areas being served by participating quarries or other changes in aggregate distribution. These distribution changes may result in increases or decreases in quarry truck traffic on roadways within the City's jurisdiction, compared to the figures referenced in paragraphs 9 and 10 of the TMP Program. In order to ensure accurate and transparent monitoring of quarry truck trip distribution patterns, the County shall utilize the most appropriate tracking technology and generate annual reports showing quarry truck traffic distribution during the calendar year. If the annual report indicates a quarry truck trip distribution pattern that differs by more than ten percent (10%), compared to the most recently approved figures referenced in paragraphs 9 and 10 of the TMP Program, on any through quarry truck route, the County or the City, by submitting to the County a written request, may initiate an adjustment to the City's funding allocation pursuant to paragraph 11 of Exhibit B to the TMP Program. The County shall respond to City with a proposed recalculation of the City's allocation within 30-days of the date the City submits its request. City and County shall mutually agree on any revision to the TMP Program funding distribution to the City.

1.4 The County shall provide guaranteed, reasonable, continuous, and direct access for all aggregate trucks from quarries participating in this program and traveling along Prairie City Road, Scott Road (east), White Rock Road, Grant Line Road and Jackson Highway within the unincorporated County. Except as stated in paragraph 14 of Exhibit B to the TMP Program, there shall be no limit set on the volume of such quarry truck trips that is permitted to travel along Prairie City Road, Scott Road (east), White Rock Road, Grant Line Road and Jackson Highway within the unincorporated County.

1.5 The County Department of Transportation shall be responsible for managing and administering all aspects of the TMP Program. All costs associated with the County managing and administering the TMP Program (Administrative Costs) shall be paid from the TMP Program funds. The Administrative Costs shall be apportioned to and subtracted from the yearly TMP Program distribution to each participating jurisdiction based on the proportion of the gross distribution of the TMP Program funds to each jurisdiction to that of the total gross TMP Program funds collected on a yearly basis. The City shall be responsible for all costs associated with a request by the City for the County to perform an audit of material produced and funds distributed pursuant to Figure II of Exhibit B to the TMP Program. The Administrative Costs deducted from TMP Program funds by the County shall not exceed one and one-half percent (1.5%) of the total gross TMP Program funds collected on a yearly basis.

1.6 The County shall provide all quarries and jurisdictions participating in the TMP Program with reasonable notification prior to any proposed amendment to this Agreement.

1.7 County acknowledges and agrees that should the County initiate a legal action based upon quarry truck traffic challenging an application for a new quarry, or the renewal of an

existing quarry located within the TMP Participation Area, as defined in Figure I of Exhibit B to the TMP Program, (Participation Area), then the County shall automatically be terminated from participating in the TMP Program and no longer be eligible to receive any contributions pursuant to it. This provision shall, however, only be applicable where a quarry project has entered into a development agreement, or other similar binding obligation, wherein it becomes obligated to make the contribution payments established in the TMP Program. If the County is excluded from the benefits of the TMP Program, the remaining participating jurisdictions shall meet and confer to determine which agency will assume administrative responsibilities and make other amendments to the TMP Program as necessary.

1.8 In the event the City violates any material provision of this Agreement, the County shall have the right to unilaterally withhold the distribution of the TMP Program funds allocation to the City. At least 60-days prior to withholding a distribution of TMP Program funds to the City, the County shall provide the City with a written notice of said violation(s) and request the City to cure the violation(s). Upon remedy of the City's violation(s), the County shall distribute the City's TMP Program funds allocation pursuant to this Agreement. The specific provisions of this section shall not apply to sections 2.1, 2.2, 2.11, and 2.12 of this Agreement. County's enforcement of the provisions of this section shall not be construed in part or in whole as a material violation of this Agreement.

1.9 The County shall make a good faith effort to enter into an Operational Agreement with the City of Folsom (Folsom Operational Agreement) that is substantially similar to this Agreement. The County shall notify the City's Public Works Director prior to approval of the Folsom Operational Agreement if the County is considering terms that are materially different than the terms of this Agreement. The Parties agree to work cooperatively to modify this agreement if deemed necessary by either Party.

- 2. City Actions.** The City hereby agrees to be bound by and implement the applicable provisions of the adopted TMP Program. In addition, City hereby agrees to be bound by and implement the following provisions:

2.1 The City shall dismiss with prejudice its lawsuit against the County and real party in interest, Teichert regarding the Teichert Quarry (Sacramento Superior Court Case Number 34-2010-80000747) by January 27, 2012, in order for this Agreement to be effective and the City to receive funds from the TMP Program.

2.2 Pursuant to paragraph 7 of Exhibit B to the TMP Program, if the City approves a new quarry or renews an existing quarry within its jurisdiction that is located within the Participation Area, and that quarry does not participate in the TMP Program or provides a cents per ton contribution that is less than the amount established in the TMP Program, then the contribution amount applicable to all quarry operators subject to the TMP Program shall be adjusted to reflect the lowest contribution amount, and the City shall not be entitled to receive any of the benefits of the TMP Program including the cents per ton contribution. Additionally, a quarry approved or renewed by City will not require any subsequent

approvals from the County prior to commencing operations. Nothing in this agreement shall prevent the City from taking unilateral action, so long as it is consistent with State law, to restrict truck traffic, including quarry truck traffic, on City roadways in the event the City is excluded from the benefits of the TMP Program.

2.3 Those contributions intended for quarry truck routes where the City and the County share jurisdictional boundaries shall be shared by the City and the County as indicated in the most recently adopted Figures III and IV of Exhibit B to the TMP Program, as well as indicated in any new distribution figures for additional quarries included in an adopted TMP Program pursuant to paragraph 11 of Exhibit B to the TMP Program.

2.4 TMP Program funds received by the City shall only be used for the purpose of designing, approving, financing, constructing and maintaining quality of life roadway improvements related to quarry truck traffic from participating quarries. Such roadway related improvements may include, but are not limited to, any of the following: special quarry truck lanes (including grade separation) and associated improvements, rubberized asphalt, sound wall extensions, and landscaping enhancements as well as right of way acquisition for any such improvements. The City is entitled to utilize up to one and one-half percent (1.5%) of the TMP Program funds it receives on administrative and enforcement costs related to the TMP Program and this Agreement.

2.5 TMP Program funds received by the City shall not be used in lieu of nexus based traffic mitigation fees and/or CEQA based mitigations for road capacity improvements or for normal road maintenance, with the exception of maintenance of quality of life improvements.

2.6 Prior to commencement of construction of quality of life improvement projects located within the City, or within the shared jurisdiction of the City and the County, and funded with TMP Program funds, appropriate CEQA review shall be conducted by the City. Where the quality of life improvements are located within the City and County, the City and County may review such improvements jointly.

2.7 Once the City has received funds from the County pursuant to the TMP Program, the City shall thereafter provide an annual report to the County which accounts for the City's use of those contributions during the prior year for the duration that the City receives funds from the TMP Program.

2.8 The City shall hold TMP Program funds in a separate account specifically identified for TMP Program quality of life improvements. The City's TMP Program funds shall not be available to, or loaned to the City's general fund.

2.9 The City shall provide guaranteed, reasonable, continuous, and direct access for quarry trucks from quarries participating in the TMP Program which travel along Grant Line Road and Jackson Highway in the City. There shall be no limit set on the volume of such quarry truck trips permitted to travel along Grant Line Road and Jackson Highway in the City.

2.10 The City shall provide guaranteed, reasonable, continuous, and direct access on White Rock Road in the jurisdiction of the City for quarry truck trips with destinations within the City. In addition, the City shall provide guaranteed, reasonable, continuous, and direct access on White Rock Road in the City for Granite Construction Company and Milgate Quarry aggregate trucks passing through the City en route to a final destination outside the City resulting from an annual aggregate production level equivalent to four (4) million tons. Unless otherwise revised through an amendment to this Agreement and subject to the consensus by the City, Granite Construction Company, and Milgate Quarry, the four (4) million tons per year aggregate production shall be apportioned as follows:

2.10.1 Granite Construction Company shall be entitled to distribute three (3) million tons of aggregate production per year on White Rock Road from its aggregate production site that would directly access White Rock Road.

2.10.2 The Milgate Quarry shall be entitled to distribute one (1) million tons of aggregate production per year on White Rock Road.

2.10.3 The four (4) million ton per year limitation stated above shall not be reduced by either local quarry truck trips, as that term is defined in Paragraph 9 of Exhibit B to the TMP Program, using White Rock Road in the City, or by any temporary access allowed by the City to other participating quarry operators due to construction activities on Grant Line Road or Jackson Highway, except as otherwise provided in this agreement.

2.11 City acknowledges and agrees that should the City initiate a legal action, based upon quarry truck traffic challenging an application for a new quarry, or the renewal of an existing quarry located within the TMP Participation Area, then the City shall automatically be terminated from participating in the TMP Program and no longer be eligible to receive any contributions pursuant to it. This provision shall, however, only be applicable where a quarry project has entered into a development agreement, or other similar binding obligation, wherein it becomes obligated to make the contribution payments established in the TMP Program.

2.12 If the City initiates any legal action against the Stoneridge Project, then the City shall not receive any Quarry TMP funding contribution from the Stoneridge quarry.

2.13 In the event the City does not receive payment from the County of its allocation under the TMP Program within 90-days of the date the fees are due to be paid by the County, or if the County otherwise violates any material provision of this Agreement, including but not limited to sections 1.1 and 1.2 of this Agreement, or if the City is no longer entitled to receive the benefits of the TMP Program for any reason, the City shall have the right to unilaterally restrict truck traffic on City roadways consistent with State law. The City shall provide the County and affected quarries with a written request to cure the violations at least 60-days prior to enacting such a restriction. Upon remedy of the County's violation, the City shall cease to restrict truck traffic on City roadways.

3. **Enforcement.** Participating jurisdictions should coordinate enforcement efforts using the most appropriate technology, which may include a GPS tracking system, to ensure participating quarries comply with the TMP Program truck route restrictions. The City, however, is not limited by the TMP Program or this Agreement from taking any enforcement action it sees fit, including but not limited the issuance of fines and citations to quarry trucks, either owned by a participating quarry or operating as an independent contractor for a participating quarry, that operate in violation of the TMP Program.
4. **No Modification.** No addition to or modification of any term or provision of the Agreement shall be effective unless set forth in writing and signed by the Parties.
5. **Entire Agreement.** The Parties agree that this Agreement sets forth the final entire agreement between them and relating to the subject matter and that this document merges and supersedes all prior discussions, agreements, understandings, representations, and all other communications between them relating to the subject matter of this Agreement.
6. **Warranty of Authority.** Each Party represents and warrants that it has the right, power and authority to execute this Agreement.
7. **Written Waiver.** A waiver of any Party's right to enforce any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. An express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.
8. **Joint Preparation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.
9. **Equal Dignity.** This Agreement may be altered, amended, modified or otherwise changed with approval by the Parties' legislative bodies at a public meeting and in writing duly executed by an authorized representative of each of the Parties.
10. **Notice.** All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, or by private overnight courier service to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon receipt by the party to whom notice or demand is being given.

County: Director
County of Sacramento Department of Transportation
906 G Street, Suite 510
Sacramento, CA 95814

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

- 11. Binding on Assignees.** This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the Parties to the Agreement.
- 12. California Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any part of this Agreement be found to be invalid, the validity of any remaining parts or provisions shall not be affected thereby.
- 13. Sacramento Superior Court.** The parties irrevocably submit to the exclusive jurisdiction of Sacramento County Superior Courts for the determination of disputes arising under this contract.
- 14. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement shall be binding upon the receipt of facsimile signatures.
- 15. Captions.** Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Agreement.
- 16. Attachment.** The TMP Program, attached to this Agreement as Attachment 1, is an essential part of the Agreement and is hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF this Agreement is executed and agreed to by the following, as of the last date set forth below.

COUNTY OF SACRAMENTO, a political subdivision of the State of California	CITY OF RANCHO CORDOVA
By: _____ Michael J. Penrose, Director Department of Transportation Agreement approved by the Board of Supervisors with authority delegated to the Director to sign: Agenda Date: _____ Item Number: _____ Resolution Number: _____	By: _____ Ted A. Gaebler, City Manager Agreement approved by the City Council with Authority delegated to the City Manager to sign: Agenda Date: _____ Item Number: _____ Resolution Number: _____
Reviewed and Approved by County Counsel By: _____ Krista Whitman, Supervising Deputy County Counsel	Reviewed and Approved by City Attorney By: _____ Adam Lindgren, City Attorney

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