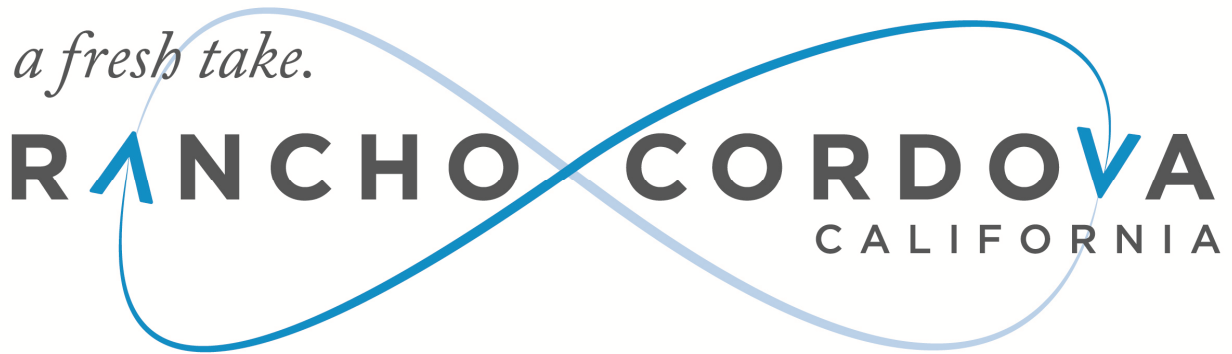


CITY OF RANCHO CORDOVA



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

Monday, May 18, 2015

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

David Sander, Vice Mayor

Donald Terry, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

CITY OF RANCHO CORDOVA



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, May 18, 2015

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Budge, Sander, Skoglund, Terry and Mayor McGarvey.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Mark Shelter from First Covenant Church will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation by Senator Jim Nielsen on his Legislative Priorities for the 2015-16 Legislative Session and the Issues he Feels May Impact the City of Rancho Cordova.
- 5.2 Presentation of Proclamation Honoring Cordova Church of Christ Youth Group for their Outstanding Community Service and Generosity to the Community.

- 5.3 Update of Folsom Lake College Rancho Cordova Center by Rachel Rosenthal, President, Dale van Dam, Dean of Instruction at Rancho Cordova Center and Sally Howard, Director of College Advancement.
- 5.4 Annual Update by Sacramento-Yolo Mosquito & Vector Control District Manager Gary Goodman.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes of May 4, 2015 Special and Regular City Council Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** Quarterly Treasurer's Report.
Recommendation: Recommend the report be received and filed.
Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another.
Staff Report: Liisa Behrends, Acting Finance Director.
Advances Goal: 4.
- 8.3 **Subject:** Resolution Approving a Mutual Aid Agreement with the City of Napa to Provide Emergency Assistance to Each Other in the Event of Disasters or Other Crises in Order for Napa to be Reimbursed by State and Federal Emergency Agencies for Monies Paid to the City of Rancho Cordova for Assistance Following the 2014 South Napa Earthquake.
Recommendation: Adopt a resolution approving a mutual aid agreement with the City of Napa to provide emergency assistance to each other in the event of disasters or other crises.
Result of Recommended Action: The cities will have a formalized agreement to provide assistance to each other if needed in the event of disasters or other crises. The City of Napa will be able to obtain reimbursement from the State Office of Emergency Services and the Federal Emergency Management Agency for the expenses paid to the City of Rancho Cordova for building inspection services provided

following the 2014 South Napa earthquake.

Staff Report: Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 1, 5.

- 8.4 **Subject:** Resolution Awarding Construction Contract in the Amount of \$1,176,250 to Westcon Construction Corporation for the Anatolia Preserve Bike Trail Project.

Recommendation: Adopt Resolution No. 51-2015.

Result of Recommended Action: Adoption of this resolution will award construction contract to Westcon Construction Corporation in the amount of \$1,176,250 for the Anatolia Preserve Bike Trail Project.

Staff Report: Cyrus Abhar, Public Works Director and Britton Snipes, Senior Civil Engineer.

Advances Goals: 1, 2.

- 8.5 **Subject:** Approval of Parcel Map of Subdivision No. FM-2015-001-01, Business Park Drive.

Recommendation: Approval of Parcel Map of Subdivision No. FM-2015-001-01, Business Park Drive; located on the south side of Business Park Drive approximately 996 feet east of Bradshaw Road.

Result of Recommended Action: Approval of this recommendation will result in the recording of the parcel map creating four separate parcels.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goals: 1, 2.

- 8.6 **Subject:** Resolution Establishing Public Safety Standing Committee and Appointing Members.

Recommendation: Adopt Resolution No. 57-2015.

Result of Recommended Action: Adoption of this resolution would establish a Public Safety Standing Committee and appoint David Sander and Donald Terry as committee members.

Staff Report: Mindy Cuppy, City Clerk.

Advances Goals: 2, 3, 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Popeye's Restaurant Design Review Permit; Project No. DD8557 – Located at 2817 Zinfandel Drive.

Recommendation: Adopt Resolution No. 52-2015.

Result of Recommended Action: Approval of Resolution No. 52-2015 would allow construction of a new 2,695 square foot Popeye's restaurant with outdoor seating. This project would effectuate some of the onsite improvements, new drive-through, new parking configuration and landscaping included in the Zinfandel Village drive-through and façade redesign approved by the City Council in January 2015.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 6.

- 9.2 **Subject:** Costco Wholesale Canopy Remodel Design Review Permit; Project No. DD8557 – Located at 11260 White Rock Road.

Recommendation: Adopt Resolution No. 53-2015.

Result of Recommended Action: Approval of Resolution No. 53-2015 would allow the applicant to obtain the necessary permits to demolish the existing canopy and construct a new 220-foot metal canopy with new landscape planters and re-paint the existing

building with a new color scheme.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 6.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Amendments to the City-wide Zoning Code and Folsom Boulevard Specific Plan regarding Breweries/Wineries, Tasting Rooms, and other Commercial Uses.
Recommendation: Introduce and waive first reading of Ordinance No. 8-2015.
Result of Recommended Action: Approval of Ordinance No. 8-2015 will amend the Folsom Boulevard Specific Plan and City-wide Zoning Code to allow breweries/wineries, tasting rooms in certain specified zones by right or with appropriate permitting requirements. The project will also amend the Folsom Boulevard Specific Plan to introduce some light industrial uses within the FB-CMU zone.
Staff Report: Jessica Jordan, Principal Planner.
Advances Goals: 2, 6.
- 10.2 **Subject:** Hyatt Hotel and Event Center (formerly Point East) Conditional Use Permit Amendment, Design Review Amendment, and Adjustment; Project No. DD8576 – Located at 11212, 11230, and 11260 Point East Drive.
Recommendation: Adopt Resolution No. 54-2015.
Result of Recommended Action: Approval of Resolution No. 54-2015 would allow construction of a new four-story 58,810 square foot 88-room extended stay hotel, new 6,215 square foot event center with new outdoor seating, parking and landscaping on an undeveloped piece of land at the northeast corner of Point East Drive and Folsom Boulevard. The adjustment permit would allow a reduction to the required amount of parking for the entire center.
Staff Report: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 5, 6.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Drought and Water Conservation Update.
Recommendation: Provide an update on the most recent developments related to local and statewide drought policies and clarify the City's role regarding enforcement.
Staff Report: Cyrus Abhar, Interim Assistant City Manager.
Advances Goals: 1, 2, 3, 5.
- 11.2 **Subject:** Discuss Proposed High Density Housing Project on a Vacant Parcel within the Capital Village Special Planning Area.
Recommendation: Provide preliminary direction to staff and project proponents regarding this proposed project.
Result of Recommended Action: No formal action is requested of Council at this time. Council insight and/or direction to City staff may assist with the review of this project should a formal application be made.
Staff Report: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 6.
- 11.3 **Subject:** Replacement of Redevelopment Agency (RDA) Powers and Authorities.
Recommendation: Adopt Resolution No. 55-2015 which reconfirms City commitment to the goals, policies and strategies previously stated in the City's Redevelopment Plan.
Result of Recommended Action: Proposed action will permit the City to take

advantage of current opportunities to pursue blight remediation goals.

Staff Report: Reed Flory, Housing Reinvestment Manager.

Advances Goals: 1, 2, 3, 5, 6.

- 11.4 **Subject:** City of Rancho Cordova Sponsored Housing Assistance Program, Information Review, Discussion and City Council Direction.

Recommendation: That the City Council provide City staff further direction and clarification regarding a City of Rancho Cordova Housing Assistance Program.

Staff Report: Brian S. Nakamura, City Manager.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

Mayor McGarvey will adjourn the regular meeting to closed session in the Community Board Room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Budge, Sander, Skoglund, Terry and Mayor McGarvey.

16. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Eureka village Homeowners Association v. City of Rancho Cordova
Superior Court of California – Sacramento
Case No. 34-2015-80002069

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. 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 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
<i>Monday, June 15, 2015</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, June 30, 2015</i>	<i>City Council Special Meeting/Closed Session (5:30 PM)</i>
<i>Monday, July 6, 2015</i>	<i>City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Monday, July 20, 2015</i>	<i>CANCELLED: City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, July 28, 2015</i>	<i>Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, August 3, 2015</i>	<i>City Council Regular Meeting (5:30 PM)</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 Division	(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, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, May 18, 2015 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, May 14, 2015 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.cityofranchocordova.org.

Signed Thursday, May 14, 2015 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk



Mosquito Control Matters

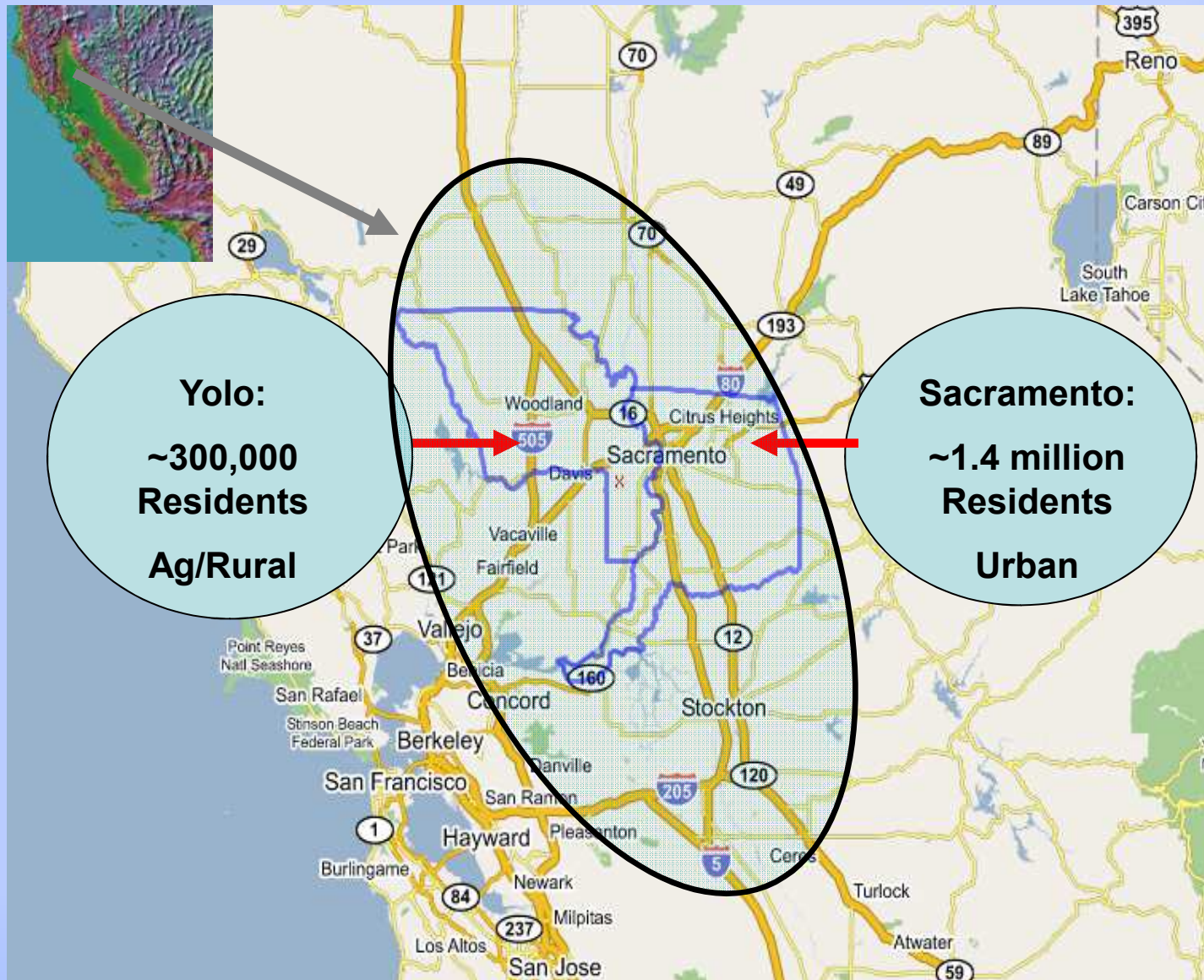
FIGHT THE BITE

**Current Issues and Challenges Related
to Mosquito Control**

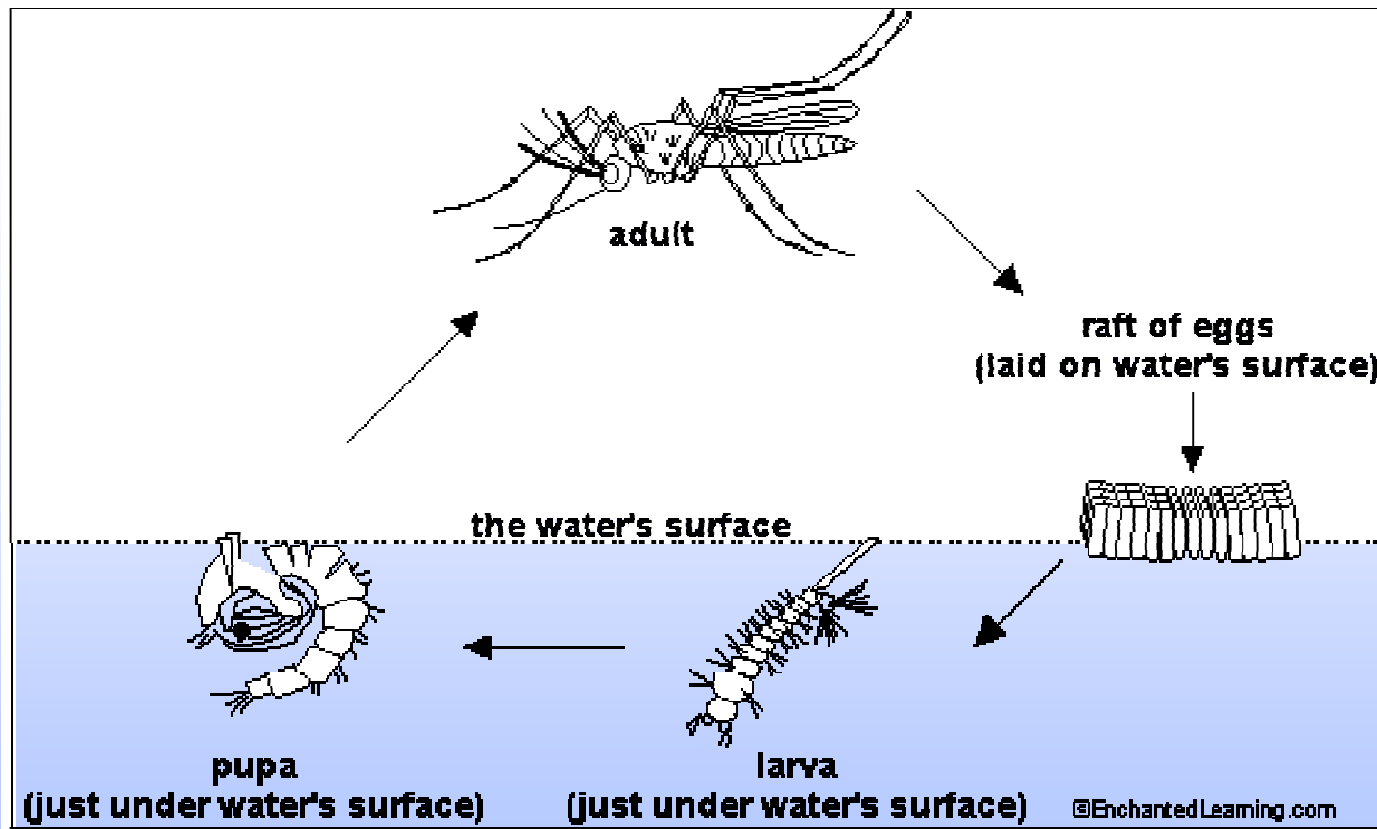
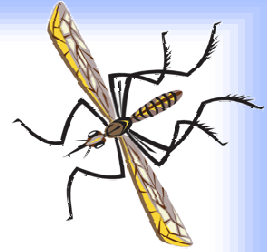
**Gary Goodman
District Manager**

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
CONTROL
DISTRICT

Sacramento and Yolo Counties

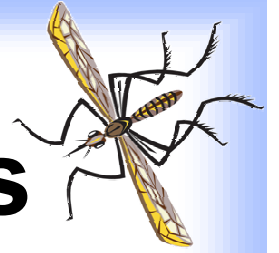


Mosquito Life Cycle



egg → larva → pupa → adult

Mosquito Habitat – Ag Areas



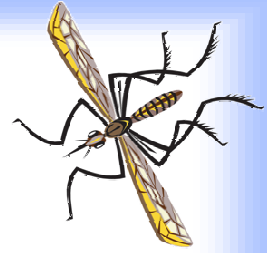
Natural Sources



Urban Sources



Backyard Sources



Water management is KEY



Managed Water = no mosquitoes

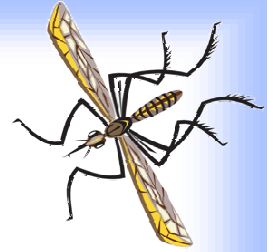
Only irrigate lawn- NOT sidewalk/gutter

Recycle green waste- DON'T dump in the street!

Check yard once a week!

- Empty any stagnant water from buckets, containers, bird baths, pet dishes
- Recycle fountains
- Call District for free mosquitofish

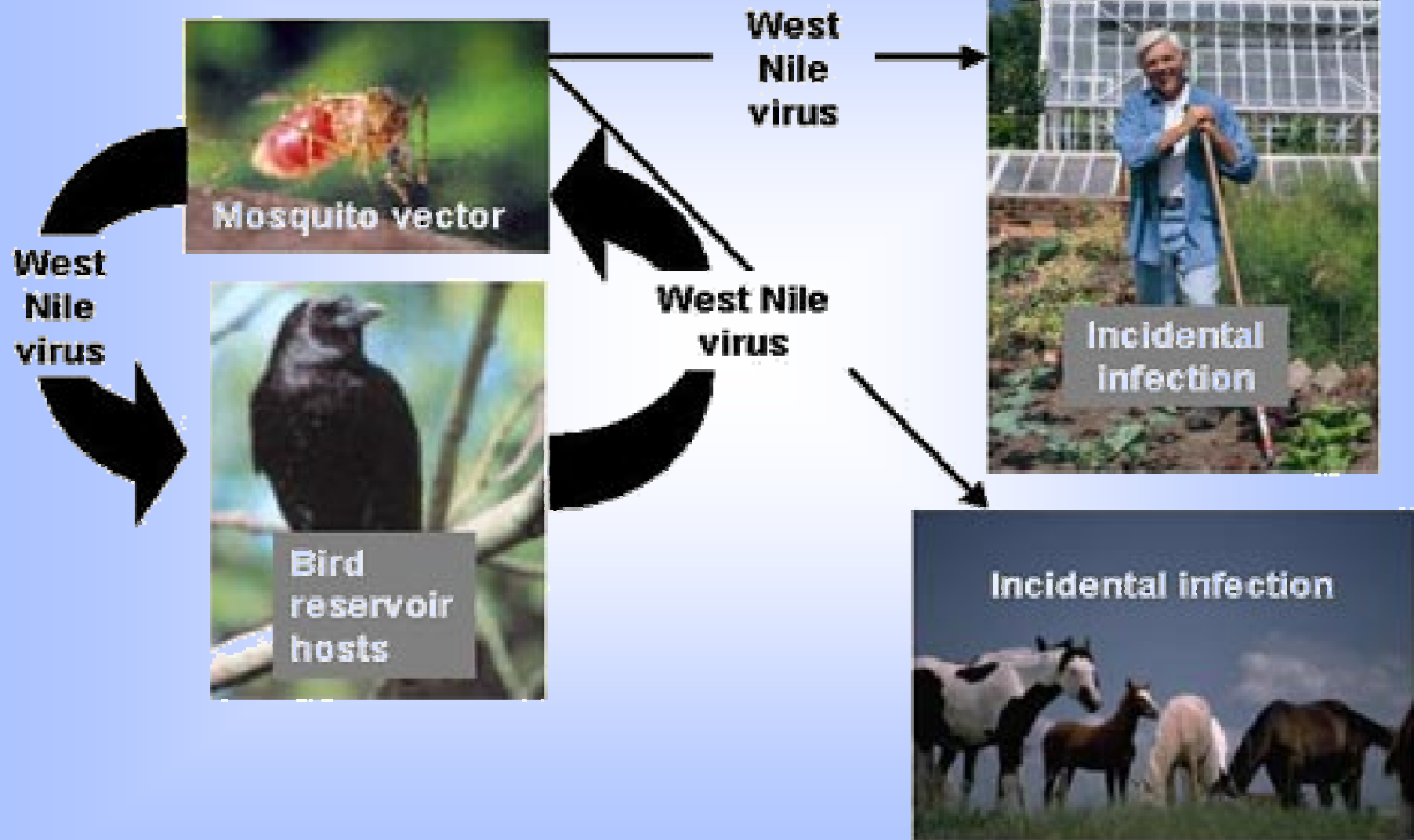
Integrated Mosquito Management Measures



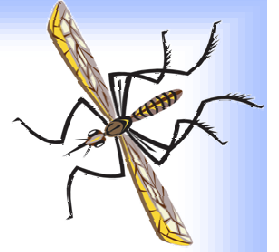
Public Information
Surveillance
Biological Control
Physical Control
Control-Larvicide
Control-Adulticide



West Nile Virus Transmission Cycle



Will it Be A Bad Mosquito Year?



Risk Table

Climate Variation

Mosquito Abundance

Mosquito Infections

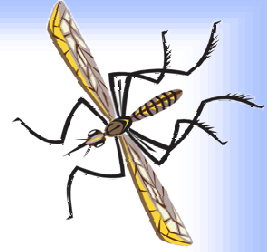
Avian Infections

Tree Squirrel Infections

Equine Infections

Human Infections

Drought



Less Water = Less Mosquitoes
Less Water = More Virus????



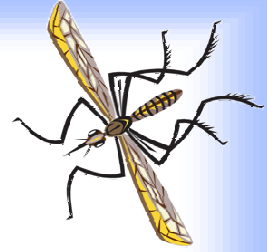
WNV Activity in California



<u>Year</u>	<u>Confirmed Human Cases</u>
2014	801
2013	372
2012	479
2011	158
2010	111
2009	112
2008	445
2007	380
2006	278
2005	880
2004	779



New Threats?



Asian Tiger Mosquito (*Aedes albopictus*)

Aggressive Day Biter

2011 was found in Southern California and is well established



Yellow Fever Mosquito (*Aedes aegypti*)

Bites during the day

2013 was found in Madera/Fresno area and San Mateo County

Eggs can stay dormant for months

Efficient vector of dengue and Chikungunya. Symptoms of dengue: high fever, headaches, intense pain in muscles, joints and bones



What Can You Do?



Follow the District D's of Prevention

DRAIN Standing Water

DAWN and **DUSK** Are Times To Avoid Being Outdoors

DRESS In Long Sleeves & Pants When Outside

DEFEND Yourself With An Effective Repellent

DOORS and Screens Should Be In Good Working Condition

DISTRICT Personnel Are Available To Help

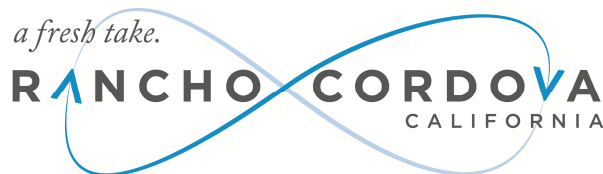


Sacramento-Yolo Mosquito and Vector Control District

1-800-429-1022

www.FIGHTtheBITE.net

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
CONTROL
DISTRICT



**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, May 04, 2015

**4:00 PM – Special Meeting
American River Room North**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the special meeting to order in the American River Community Room North at 4:11 PM.

Council Members Present: McGarvey, Sander, Terry, Budge

Council Members Absent: Skoglund

Staff Members Present: Nakamura, Lindgren, Busch, Haven, Norton

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Economic Development Work Plan.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT OF STUDY SESSION

Mayor McGarvey adjourned the meeting at 5:24 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the regular meeting to order in the David B. Roberts Council Chambers at 5:43 PM.

Council Members Present: McGarvey, Sander, Terry, Budge

Council Members Absent: Skoglund

Staff Members Present: Nakamura, Lindgren, Cuppy, George, Abhar, Busch, Goold, Holt, Harriman, Ibrahim

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Ed Short led the pledge.

8. INVOCATION

The Mayor called for a moment of silence.

9. PRESENTATIONS

- 9.1 Presentation of Proclamation Given to Joseph Piazza, Cordova Meadows Elementary School Principal, for his Outstanding Leadership and Support in the Community.
- 9.2 Presentation of Proclamation Honoring Cordova Church of Christ Youth Group for their Outstanding Community Service and Generosity to the Community.
- 9.3 Presentation Given by Rancho Cordova Historical Society.
- 9.4 Recycle Poster Contest Winner Announcement.
- 9.5 Presentation of Proclamation for Building & Safety Month Presented to Cyrus Abhar, Chief Building Officer and Public Works Director.

10. PUBLIC COMMENT

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

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by Sander;
Carried by a 4:0 roll call vote. (Skoglund absent)

12.1 **Subject:** Meeting Minutes of April 6, 2015 Regular City Council Meeting and April 16, 2015 Special City Council Meeting/Closed Session.

Recommendation: Adopt minutes.

12.2 **Subject:** Second Reading of Ordinance No. 6-2015, Levying Special Taxes within Sunridge North Douglas Community Facilities District No. 2005-1 and Rescinding Ordinance No. 26-2005.

Recommendation: Waive the second reading and adopt Ordinance No. 6-2015.

Result of Recommended Action: Adoption of this ordinance will levy a special tax within Sunridge North Douglas Community Facilities District No. 2005-1 at the amended and restated rate and method of apportionment of special tax set forth in the resolution of amendment and rescinds Ordinance No. 26-2005.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

12.3 **Subject:** Second Reading of Ordinance No. 7-2015, Douglas 103 Rezone, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Development Agreement Amendment; Project No. DD8502 - Located at the Southeast Corner of Rancho Cordova Parkway and the Future Extension of Americanos Boulevard.

Recommendation: Waive the second reading and adopt Ordinance No. 7-2015.

Result of Recommended Action: Approval of the project would allow reconfiguration of the residential subdivision and overall reduction in units from 301 single family lots to 198 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement that updates and clarifies the project's parks and infrastructure requirements. These modifications reflect the recent updates to the City's open space/park standards and Public Works improvement timing standards.

Staff Report: Matt Diaz, Associate Planner.

Advances Goals: 1, 2, 6.

12.4 **Subject:** Approval of Parcel Map of Subdivision No. FM-2014-002-01, Rivergate Shopping Center.

Recommendation: Approval of map.

Result of Recommended Action: Record parcel map creating nine parcels from two existing parcels.

Staff Report: Cyrus Abhar, Public Works.

Advances Goals: 1, 2.

12.5 **Subject:** Contract Amendment for BSK Associates.

Recommendation: Authorize the City Manager to execute a contract amendment with BSK Associates.

Result of Recommended Action: BSK Associates will provide environmental consulting services for a Brownfields Assessment grant from the US Environmental Protection Agency.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goals: 2, 6.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve by Terry second by Budge;
Carried by a 4:0 roll call vote. (Skoglund absent)

13.1 **Subject:** Approving and Adopting the 2015-2016 Community Development Block Grant Action Plan.

Recommendation: Approve Resolution 41-2015.

Result of Recommended Action: City Manager will submit the 2015-2016 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications deemed necessary.

Staff Report: Jessica Hayes, Housing and Neighborhood Project Coordinator & Peter Ibrahim, Housing and Neighborhood Development Specialist.

Advances Goals: 1, 2, 5, 6.

13.2 **Subject:** General Plan Circulation Element Amendment for the Capital Southeast Connector.

Recommendation: Adopt Resolution No. 47-2015.

Result of Recommended Action: The Circulation Element of the General Plan would be amended to reflect the Capital Southeast Connector project. Amendments to the existing statements and policies related to the Capital Southeast Connector project as well as amendments to the Circulation Plan exhibit are included. By reflecting these items within the City's Circulation Element, the Joint Powers Authority for the project would be able to establish consistency in the Connector Project description amongst all member jurisdictions and ensure that the regional nature of the project is maintained.

Staff Report: Jessica Jordan, Principal Planner and Mark Thomas, Senior Engineer.

Advances Goals: 1, 2, 5.

14. PUBLIC HEARING ITEMS

ACTION: Motion to move item 14.3 to the top of the Public Hearing Items by Terry second by Budge;
Carried by a 4:0 roll call vote. (Skoglund absent)

14.1 **Subject:** Clear Channel Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD8480 – Located at 12137 Folsom Boulevard. Item continued from April 6, 2015 City Council Meeting.

Recommendation: The following recommendations provide the City Council with alternative approaches to address the proposed Digital Freeway Sign application:

1. Consistent with Council direction received on December 15, 2014, adopt Resolution 3-2015 denying the Clear Channel Outdoor Conditional Use Permit and Operating Agreement; OR

2. Consider additional information included within the staff report and the public testimony and provide staff with alternative direction as desired.

Result of Recommended Action: Adoption of the Resolution would deny the Clear Channel Outdoor project. Alternatively, the City Council can provide other direction regarding preparation of alternate Resolutions or conducting additional research to be

brought back for consideration in the future.

Staff Report: Jessica Jordan, Principal Planner.

Advances Goals: 1, 6.

- 14.2 **Subject:** Sierra Outdoor/Outfront Media Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD8490 – Located at 12125 Folsom Boulevard. Item continued from April 6, 2015 City Council Meeting.

Recommendation: The following recommendations provide the City Council with alternative approaches to address the proposed Digital Freeway Sign application:

1. Consistent with Council direction received on December 15, 2014, adopt Resolution 4-2015 approving the Sierra Outdoor/Outfront Media Conditional Use Permit and Operating Agreement; OR

2. Consider additional information included within the staff report and the public testimony and provide staff with alternative direction as desired.

Result of Recommended Action: Adoption of the Resolution would allow for Sierra Outdoor/Outfront Media to move forward with project construction. Alternatively, the City Council can provide other direction regarding preparation of alternate Resolutions or conducting additional research to be brought back for consideration in the future.

Staff Report: Jessica Jordan, Principal Planner.

Advances Goals: 1, 6.

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

- Mark Thomas, representing Clear Channel Outdoor, regarding item 14.1 and 14.2.
- Chad Roberts, representing Sierra Outdoor, regarding item 14.1 and 14.2.
- Chris Larsen, in opposition of item 14.1 and 14.2.
- Stephen Green, in opposition of item 14.1 and 14.2.
- Darryl Schmidt, in opposition of item 14.1 and 14.2.
- Diann Rogers, representing Rancho Cordova Chamber of Commerce, in support of item 14.2.

Mayor McGarvey closed the public comment period.

ACTION: Motion to approve option number one of item 14.1 and option number one of item 14.2 by Terry second by Sander;
Carried by a 3:1 roll call vote. (Budge dissenting) (Skoglund absent)

- 14.3 **Subject:** St. John Vianney Catholic Church and School LED Monument Sign Limited Use Permit; Project No. DD8565 – Located at 10497 Coloma Road.

Recommendation: Adopt Resolution No. 48-2015.

Result of Recommended Action: Adoption of Resolution No. 48-2015 would allow the applicant to receive a Limited Use Permit which is required for all electronic monument signs in all zoning areas. Once adopted, St. John Vianney Church & School will be able to receive building permits and soon after begin construction of their proposed monument sign. Adoption would also include removal of existing legal nonconforming pole signage that currently exist in that area.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 2, 6.

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

- Nate Buchaklian, the applicant, regarding item 14.3.
- Chuck Kelly, in support of item 14.3.
- Ginger Enricho, in opposition of item 14.3.
- Terry Dugan, in support of item 14.3.

Mayor McGarvey closed the public comment period.

ACTION: Motion to approve by Terry second by Sander;
Carried by a 3:1 roll call vote. (Budge dissenting) (Skoglund absent)

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Terry requested the downpayment assistance program item.

Council Member Terry requested an update on West La Loma progress.

17. CITY MANAGER'S REPORT

Report Back on Town Hall Meetings.

Direction on creating a Public Safety Standing committee.

18. ADJOURNMENT

Mayor McGarvey adjourned the meeting to closed session in the Community Board Room in memory of Dayo Hagan at 8:00 PM.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the closed session to order in the Community Board Room at 8:06 PM.

Council Members Present: McGarvey, Sander, Terry, Budge

Council Members Absent: Skoglund

Staff Members Present: Nakamura, Lindgren

20. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision 54956.9 (1 potential case).

21. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney, Adam Lindgren, reported that there was no reportable action taken in closed session.

22. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 8:28 PM.

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: May 18, 2015
TO: Honorable Mayor and Council Members
FROM: Liisa Behrends, Acting Finance Director
SUBJECT: Treasurer's Report – March 31, 2015



RECOMMENDATION

This report is informational only. It is recommended that the City Council receive and file the March 2015 Treasurer's Report.

RESULT OF RECOMMENDED ACTION

The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the first quarter of calendar year 2015, ending March 31, 2015 and is in compliance with the State's reporting requirements.

BACKGROUND

Attached is the quarterly Treasurer's report for the period ending March 31, 2015. Treasurer's reports are provided to Council on a quarterly basis.

At December 31, 2014 the current value of the City's total portfolio was \$91.6 million. Since that time, the balances increased by \$10.2 million with an ending balance of \$101.8 million as of March 31, 2015. The funds are held as follows:

Cash at Banking Institutions	\$ 7,909,351
Local Agency Investment Fund (LAIF)	9,228,483
California Asset Management Program (CAMP) Pool	29,639,254
California Asset Management Program (CAMP) Investments	28,593,639
Wells Fargo Adv Treasury Investments (Cutwater)	26,476,939
	<u>\$ 101,847,666</u>

At March 31, the General Fund Cash and Investments balance was \$19 million, while the remaining \$82.8 million were restricted to specific activities and were recorded in Special Revenue, Enterprise, Internal Service or Agency Funds.

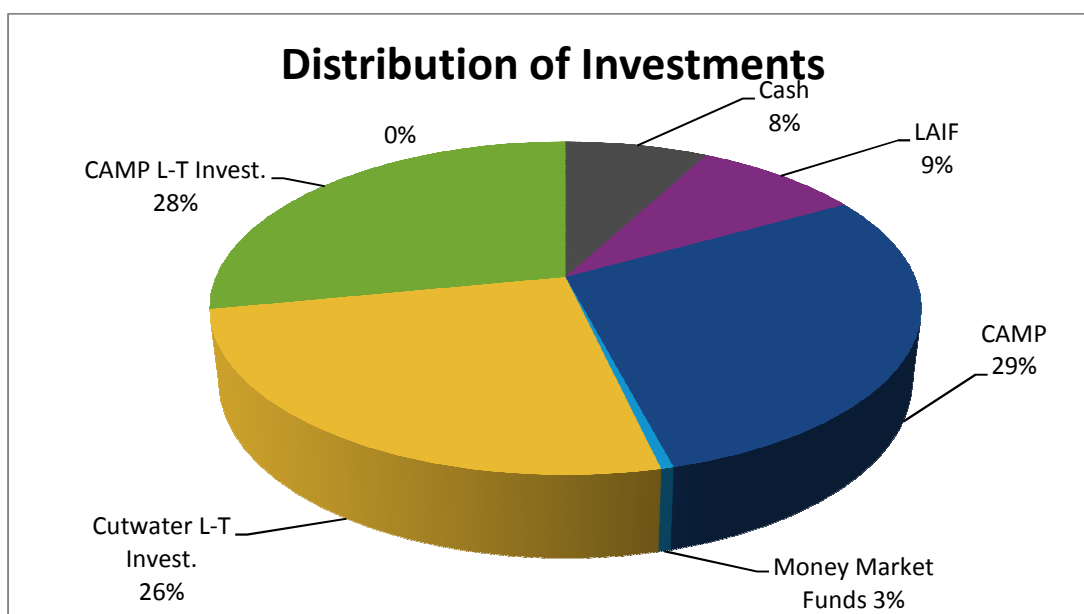
The overall portfolio is well diversified with \$55 million invested in marketable securities. \$39 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money

markets). The remainder consists of \$7.9 million on deposit with our banks. During the third quarter, the \$5,017 that was invested in a City of Rancho Cordova City Hall Bond was called and is not listed on this report. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs.

Cash and short-term investments increased by \$10.6 million while long-term investments decreased by \$444 thousand. The increase in cash is a result of our January property tax distribution.

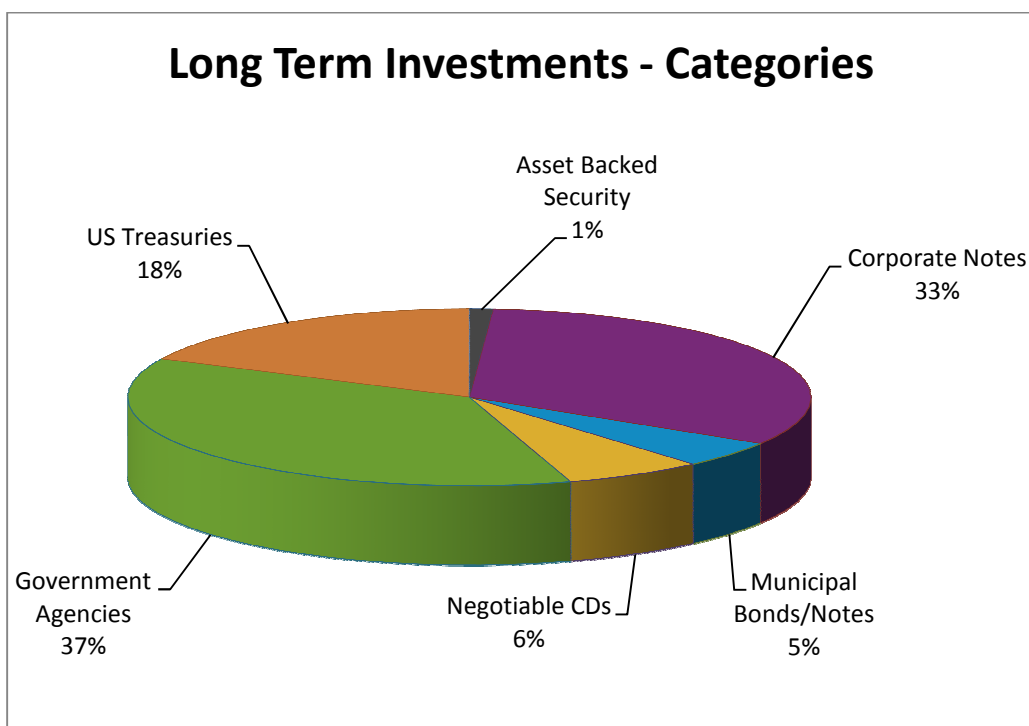
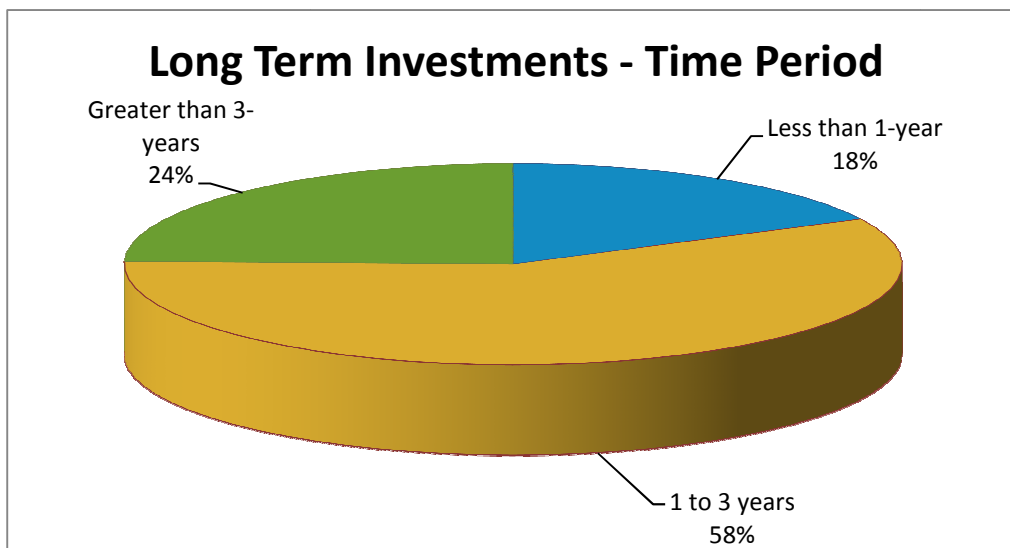
Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

The distributions of investments are displayed in the following chart:



Analysis of long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1-year	\$ 9,555,000	\$ 9,612,986	17.61%
1 to 3 years	31,255,000	31,545,280	57.80%
Greater than 3-years	13,255,000	13,419,814	24.59%
	<u>\$ 54,065,000</u>	<u>\$ 54,578,080</u>	100.00%



ATTACHMENT

Treasurer's Report for March 31, 2015

Rancho Cordova Treasurer's Report March 31, 2015

	Yield %	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents					
Wells Fargo Bank		\$ 7,858,692	\$ 7,858,692	\$ 7,858,692	n.a.
Bank of Sacramento		50,659	50,659	50,659	n.a.
		<u>\$ 7,909,351</u>	<u>\$ 7,909,351</u>	<u>\$ 7,909,351</u>	
Local Agency Investment Fund (LAIF)					
	0.25	\$ 9,228,483	\$ 9,228,483	\$ 9,228,483	n.a.
California Asset Management Program (CAMP)					
		\$ 29,639,254	\$ 29,639,254	\$ 29,639,254	n.a.
Wells Fargo Adv Treasury Plus MMF (MBIA)					
		\$ 492,498	\$ 492,498	\$ 492,498	n.a.
Long-Term Investments - Cutwater/MBIA:					
Pfizer Inc	0.91	\$ 1,000,000	\$ 1,004,140	\$ 1,006,298	3/16/2015
Barclays US Funding	0.39	1,000,000	997,161	999,300	6/29/2015
Federal Farm Credit Bank Notes	1.1	725,000	731,869	727,611	7/20/2015
U.S. Treasury Notes	0.59	750,000	784,219	754,160	7/31/2015
Fannie Mae Notes	0.87	750,000	773,407	755,996	10/26/2015
Union Bank NA	0.8	500,000	524,060	511,984	6/6/2016
Federal Farm Credit Bank Notes	0.46	750,000	750,960	750,890	6/17/2016
U.S. Treasury Notes	0.98	500,000	512,461	507,305	7/31/2016
Federal Home Loan Bank Notes	0.52	1,100,000	1,100,550	1,100,188	8/26/2016
Coca Cola Co	0.7	500,000	513,440	508,551	9/1/2016
PNC Bank NA	0.94	500,000	504,690	503,010	10/3/2016
U.S. Treasury Notes	0.63	500,000	500,000	501,172	12/15/2016
Colgate-Palm Co	1.06	500,000	503,540	505,303	1/15/2017
IBM Corp	1	750,000	755,655	757,100	2/6/2017
U.S. Treasury Notes	0.74	750,000	752,461	754,746	2/28/2017
Federal Home Loan Bank Notes	0.9	2,000,000	2,000,000	2,005,058	3/30/2017
Berkshire Hathaway	1.01	400,000	409,253	406,010	5/15/2017
Federal Home Loan Bank Notes	0.95	2,000,000	2,003,280	2,014,916	7/28/2017
Federal Home Loan Bank Notes	1.07	750,000	750,375	752,090	8/10/2017
PEPSICO Inc	1.31	500,000	498,965	502,211	8/13/2017
Fannie Mae Notes	0.99	1,500,000	1,494,165	1,501,874	8/28/2017
Federal Home Loan Bank Notes	1	750,000	750,000	750,938	9/15/2017
Fannie Mae Notes	1	500,000	501,350	501,805	9/20/2017
Federal Home Loan Bank Notes	0.75	1,000,000	1,000,500	999,814	10/20/2017
Federal Home Loan Bank Notes	1.15	750,000	748,875	750,949	11/17/2017
JP Morgan Chase	1.8	400,000	474,708	447,414	1/15/2018
Wells Fargo	1.49	400,000	400,124	401,914	1/16/2018
Wal-Mart	1.38	400,000	480,332	452,585	2/15/2018
GE Capital	1.65	400,000	475,296	449,136	5/1/2018
GE Capital	2.14	450,000	519,899	505,278	5/1/2018
Apple Inc.	1.17	400,000	396,704	397,666	5/3/2018
Federal Farm Credit Bank Notes	1.42	1,750,000	1,750,000	1,750,194	5/25/2018
Federal Home Loan Bank Notes	1.66	750,000	749,625	750,979	7/30/2018
Sub-total		<u>\$ 25,675,000</u>	<u>\$ 26,112,064</u>	<u>\$ 25,984,441</u>	

		Par Value	Original Cost	Current Value	Maturity Date
Long-Term Investments -CAMP:					
UBS Finance Deleware LLC Comm Paper	0.28	\$ 600,000	\$ 599,155	\$ 599,584	7/16/2015
JP Morgan Chase Bank NA (Floating)	0.43	550,000	550,567	550,342	7/30/2015
Fannie Mae Notes	0.93	625,000	642,338	629,997	10/26/2015
FHLB (Ex-Callable) Global Notes	0.39	550,000	549,835	550,394	12/30/2015
U.S. Treasury Notes	0.32	475,000	492,683	481,679	12/31/2015
Skandinaviska Enskilda BY NT Float CD	0.56	600,000	600,000	600,621	1/4/2016
U.S. Treasury Notes	0.31	240,000	240,309	240,300	1/31/2016
CA ST TXBL GO Bonds	0.93	200,000	200,676	200,840	2/1/2016
Cisco Systems Inc Global Notes	0.62	550,000	607,860	574,118	2/22/2016
GlaxosmithKline Cap Inc Global	0.73	400,000	399,716	400,787	3/18/2016
Fannie Mae Global Notes	0.54	540,000	539,384	540,959	3/30/2016
Westpac Banking Corp NY LT Float CD	0.41	575,000	575,000	575,463	4/15/2016
Rabobank Nederland NV NY CD	0.71	600,000	600,000	599,843	5/6/2016
Freddie Mac Global Notes	0.5	130,000	129,992	130,165	5/13/2016
Toyota Motor Credit Corp	0.81	255,000	254,895	255,826	5/17/2016
Bank of Nova Scotia Hous CD Float	0.28	550,000	549,668	549,911	6/10/2016
Calleguas Wtr Dist, CA Rev Bonds	1.42	500,000	500,000	502,680	7/1/2016
Wells Fargo & Co.	1.28	360,000	359,654	361,984	7/20/2016
Goldman Sachs Bank USA CD	0.9	500,000	500,000	499,565	8/12/2016
HSBC Bank USA NA CD	0.88	200,000	200,000	200,959	8/15/2016
Berkshire Hathaway Fin Global Notes	0.97	330,000	329,825	331,474	8/15/2016
American Honda Finance Global Notes	1.24	205,000	204,287	206,123	10/7/2016
CA ST Dept of Water Txbl Rev Bonds	0.99	140,000	140,000	140,529	12/1/2016
Apple Inc Corp Note	1.07	700,000	699,629	703,471	5/5/2017
John Deere Capital Corp Notes	1.14	435,000	434,796	436,468	6/12/2017
HSBC USA Inc	1.35	190,000	189,711	190,648	6/23/2017
Freddie Mac Global Notes	0.96	900,000	901,260	905,009	6/29/2017
CA Earthquake Auth Txbl Rev Bonds	1.82	150,000	150,000	150,602	7/1/2017
OR State TXBL GO Bonds	1.14	200,000	200,000	200,000	8/1/2017
Palo Alto USD, CA GO Bonds	1.4	550,000	550,000	553,163	8/1/2017
Ford ABS 2014-C A2	0.61	600,000	599,980	599,955	8/15/2017
Wells Fargo & Co.	1.43	300,000	299,703	301,327	9/8/2017
US Bank NA Cincinnati (Callable) CD	1.41	550,000	549,115	548,945	9/11/2017
IBM Copr Notes	1.41	600,000	693,852	666,486	9/14/2017
American Express Credit Corp Notes	1.6	200,000	199,732	201,483	9/22/2017
Fannie Mae Global Notes	1.08	575,000	570,555	575,712	10/26/2017
CA ST TXBL GO Bonds	1.66	510,000	511,821	515,829	11/1/2017
HSBC USA Inc Notes	1.51	200,000	199,964	200,778	11/13/2017
ConocoPhillips (callable) Global Notes	1.58	400,000	391,320	398,529	12/15/2017
IBM Copr Notes	1.23	300,000	299,085	299,259	2/6/2018
JP Morgan Chase Corp Notes (Callabe)	1.71	275,000	274,929	276,105	3/1/2018
Chevron Corp Notes	1.37	100,000	100,000	100,487	3/2/2018
Exxon Mobil Corporate Notes	1.31	600,000	600,000	603,454	3/6/2018
Freddie Mac Global Notes	0.93	650,000	648,284	648,955	3/7/2018
American Honda Finance Corp Notes	1.55	225,000	224,699	226,267	3/13/2018
General Elec CAP Corp Global Notes	1.58	600,000	601,338	604,487	4/2/2018
Microsoft Corp Global Notes	1.01	145,000	144,909	144,830	5/1/2018
Apple Inc Global Notes	1.08	265,000	264,022	263,454	5/3/2018
Univ of Cal Txbl Rev Bonds	2.05	385,000	385,000	393,577	5/15/2018
Berkshire Hathaway Notes	1.31	210,000	209,878	210,646	5/15/2018
Fannie Mae Global Notes	1.19	250,000	246,213	249,406	5/21/2018
Fannie Mae Global Notes	1.05	500,000	495,775	498,812	5/21/2018
Chevron Corp Global Notes	1.72	380,000	380,000	384,816	6/24/2018

U.S. Treasury Notes	0.94	200,000	202,977	202,328	7/31/2008
U.S. Treasury Notes	1.43	1,995,000	2,000,221	2,025,705	8/31/2018
U.S. Treasury Notes	1.47	200,000	198,172	201,078	10/31/2018
U.S. Treasury Notes	1.34	400,000	398,641	402,156	10/31/2018
Fannie Mae Global Notes	1.62	300,000	300,009	304,764	11/27/2018
U.S. Treasury Notes	1.41	300,000	297,902	301,430	11/30/2018
U.S. Treasury Notes	1.54	550,000	549,055	557,133	1/31/2019
U.S. Treasury Notes	1.61	850,000	846,049	861,024	1/31/2019
U.S. Treasury Notes	1.33	600,000	600,984	604,500	2/28/2019
U.S. Treasury Notes	1.41	525,000	515,710	517,904	9/30/2019
U.S. Treasury Notes	1.45	850,000	832,900	838,511	9/30/2019
Sub-total		<u>\$ 28,390,000</u>	<u>\$ 28,524,032</u>	<u>\$ 28,593,639</u>	

\$ 101,334,586 **\$ 101,905,681** **\$ 101,847,666**

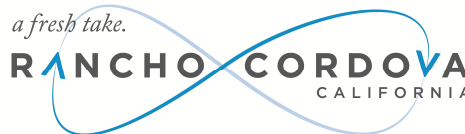
MEMORANDUM

DATE: Monday, May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Kerry Simpson, Neighborhood Services Manager

SUBJECT: **RESOLUTION APPROVING A MUTUAL AID AGREEMENT WITH THE CITY OF NAPA TO PROVIDE EMERGENCY ASSISTANCE TO EACH OTHER IN THE EVENT OF DISASTERS OR OTHER CRISES IN ORDER FOR NAPA TO BE REIMBURSED BY STATE AND FEDERAL EMERGENCY AGENCIES FOR MONIES PAID TO THE CITY OF RANCHO CORDOVA FOR ASSISTANCE FOLLOWING THE 2014 SOUTH NAPA EARTHQUAKE**



RECOMMENDATION

Adopt Resolution No. 56-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to enter into a mutual aid agreement with the City of Napa backdated to August 28, 2014, thus allowing Napa to obtain reimbursement from state and federal emergency agencies for funds Napa paid to the City for building inspections following the 2014 South Napa earthquake.

BACKGROUND

Jurisdictions affected by disasters often require emergency assistance from neighboring jurisdictions and mutual aid agreements formalize the terms of providing such assistance including reimbursement for staff costs and liability issues. The City provided assistance to Napa in the form of personnel to conduct building inspections after the 2014 South Napa earthquake. The City of Napa paid the City for staff time and related expenses.

Napa is seeking reimbursement from the State of California's Office of Emergency Services and the Federal Emergency Management Agency for the funds it paid the City. Both agencies have stated that a mutual aid agreement between Napa and Rancho Cordova must be in place in order for Napa to be eligible for reimbursement. This agreement will meet the state and federal emergency agencies' requirements. In addition, this agreement will facilitate reimbursement from state and federal agencies in the event of any disaster-related assistance between the two jurisdictions in the future.

The mutual aid agreement strives to accomplish the Citywide goals outlined in the "Growing Strong Neighborhoods" project:

- Promote the positive image of Rancho Cordova.
- Ensure the availability of the best public services in the region while practicing sound financial management.

FISCAL IMPACT

NONE.

ATTACHMENT

Resolution No. 56-2015, including Exhibit A – Mutual Aid Agreement.

2436775.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 56-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A MUTUAL AID AGREEMENT WITH THE CITY OF NAPA TO PROVIDE
EMERGENCY ASSISTANCE TO EACH OTHER IN THE EVENT OF DISASTER OR OTHER
CRISES IN ORDER FOR NAPA TO BE REIMBURSED BY STATE AND FEDERAL
EMERGENCY AGENCIES FOR MONIES PAID TO THE CITY OF RANCHO CORDOVA FOR
ASSISTANCE FOLLOWING THE 2014 SOUTH NAPA EARTHQUAKE**

WHEREAS, a major emergency or disaster is an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural disaster; and

WHEREAS, jurisdictions affected by disasters often require emergency assistance from neighboring jurisdictions and mutual aid agreements formalize the terms of such assistance including reimbursement for staff costs and liability issues; and

WHEREAS, on August 28, 2014 a 6.0 magnitude earthquake hit South Napa causing severe damage to structures and leading Governor Brown to declare a "State of Emergency"; and

WHEREAS, Building Services staff from the City of Rancho Cordova assisted the City of Napa by conducting building inspections following the earthquake because of the large number of affected buildings; and

WHEREAS, the City of Napa paid the City of Rancho Cordova for staff costs associated with the earthquake-related building inspections; and

WHEREAS, Napa is now seeking reimbursement from the State of California's Office of Emergency Services and the Federal Emergency Management Agency for expenditures related to the earthquake. These agencies require Napa to have a mutual aid agreement in place with Rancho Cordova in order for Napa to obtain reimbursement for the amount it paid to Rancho Cordova; and

WHEREAS, the cities entering into a mutual aid agreement backdated to August 28, 2014 will satisfy the requirements of state and federal emergency agencies in order for Napa to be reimbursed.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to sign a Mutual Aid Agreement (attached as Exhibit A) in a form approved by the City Attorney with the City of Napa backdated to August 28, 2014.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2436778.1

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made this 28th day of August, 2014, by and between the City of Napa, a California Charter City and municipal corporation ("Napa"), and the City of Rancho Cordova, a municipal corporation ("Rancho Cordova").(individually, Napa and Rancho Cordova may be referred to as "a Party" and collectively, Napa and Rancho Cordova may be referred to as "the Parties").

RECITALS

WHEREAS, a major emergency or disaster is an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made accidental, military or paramilitary cause; and

WHEREAS, the Parties desire to provide their residents all possible assistance in protection from a major emergency or disasters; and

WHEREAS, each Party can provide the other mutual aid in time of disaster since they are geographically proximate; and

WHEREAS, Napa and Rancho Cordova are each a "public agency" as defined by Government Code section 6500; and

WHEREAS, the Parties desire and intend to enter into this agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, *et seq.*), in particular the immunity provisions of Government Code section 6513.

NOW THEREFORE, the Parties hereby agree as follows:

1. That should either Party require the aid of the other, because of local state of emergency or disaster, the Local Emergency Management Coordinator / Director of Party requiring aid shall make a request for aid to the Local Emergency Management Coordinator / Director of the other Party to this Agreement;
2. That each Party hereby authorizes and grants to its own local Emergency Management Coordinator / Director the authority to give, o use and expend for the benefit of the other Party to this Agreement all available resources needed to assist the requesting Party in providing reasonable and adequate protection for the residents of the requesting Party;
3. That the Party who is requested to extend aid may withhold resources necessary to provide reasonable and adequate protection for its own provision of public safety;
4. That, unless otherwise specified, the Emergency Management forces of the Party extending aid will continue to operate under the command and control of their own leaders but those units actually rendering the requested aid will come under the operational control of the Emergency Management authorities of the Party receiving aid;
5. That the requesting Party will provide for the physical needs of those volunteers and employees of the Party extending aid;
6. That the Party receiving aid will pay to the Party extending aid all costs and expenses which the Party extending aid incurred by reason of extending the aid. In order to request payment for services provided in accordance with this Agreement, each Party shall submit invoices to the other Party identifying the services performed and the charges therefor, based upon the fully encumbered labor rate of each employee of the Party extending aid deployed in providing aid for the emergency. Each Party shall make payment to the other for services performed in accordance with this Agreement within thirty (30) days

EXHIBIT A

after receipt of invoice. If either Party disputes any portion of the request for payment from the other Party, that Party shall provide written notice of the dispute to the other Party within thirty (30) days after receipt of invoice;

7. That the Party receiving aid will indemnify, save, defend and hold harmless the Party extending aid from any action or suit arising out of supplying or extending such aid;

8. That the Party receiving aid will reimburse and make whole the party extending aid for any and all damage to equipment or loss of materials incurred by reason of extending aid;

9. In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective jurisdictions, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

10. General Provisions

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

EXHIBIT A

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Napa and Benicia.

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

CITY OF NAPA:

Mike Parness, City Manager

ATTEST:

Dorothy Roberts, City Clerk

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

Budget Code: _____

CITY OF RANCHO CORDOVA:

Brian S. Nakamura, City Manager

ATTEST:

Mindy Cuppy, City Clerk

Address: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916-851-8700

Adam U. Lindgren, City Attorney

EXHIBIT A

2433827.1

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

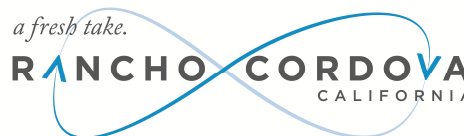
Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Britton Snipes, Senior Civil Engineer



SUBJECT: RESOLUTION AWARDING CONSTRUCTION CONTRACT NO. 29-2015 IN THE AMOUNT OF \$1,176,250 TO WESTCON CONSTRUCTION CORPORATION FOR THE ANATOLIA PRESERVE BIKE TRAIL PROJECT

RECOMMENDATION

Adopt Resolution No. 51-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will award construction contract No. 29-2015 with Westcon Construction Corporation in the amount of \$1,176,250 for the Anatolia Preserve Bike Trail Project.

BACKGROUND

The Anatolia Preserve Bike Trail project proposes to extend an existing Class 1 bike trail in the Anatolia neighborhood to Kavala Ranch Park in the Kavala Ranch neighborhood. Specifically, the project is located East of Sunrise Blvd., South of Chrysanthy Blvd., and North of Kiefer Blvd. Refer to Exhibit B for a map of the proposed trail extension. When constructed, the trail will increase inter-neighborhood connectivity for Kavala Ranch and Anatolia residents by providing recreational access to amenities like parks. Kavala Ranch residents would also be able to use the trail to access Sunrise Elementary as well as a planned elementary school, both located in Anatolia.

The project was originally approved for construction in 2006 by U.S. Fish and Wildlife and the Army Corps of Engineers. However, due to the economic downturn which caused slowed development, the bike trail was never constructed. As the proposed trail runs through an open nature preserve, certain environmental precautions and steps were necessary to mitigate disturbance to the wetlands. The City has been coordinating with U.S. Fish and Wildlife and the Army Corps of Engineers for required permitting and environmental clearances. A Clean Water Act Section 404 permit has been obtained for this project. The 12 foot wide trail includes a 10 foot paved section and 1 foot of decomposed granite shoulders on each side. Construction will also include 3 free-spanning bridges for the protection of aquatic features in the preserve. Construction activities will not result in environmental impacts to the Preserve.

Project advertisements were solicited on CIPLIST.com and the City's website on February 13, 2015. Advertisements were also made in the Grapevine Independent on February 13, and 20, 2015. Bids for the project were publicly opened on March 9, 2015. A total of four bids were

received. The lowest bid was \$1,122,774.98 from B&M Builders. However, City staff rejected the low bid because the contractor failed to provide required documentation called out in the bid solicitation. All bidders were required to provide evidence of certification through the National Ready Mixed Concrete Association (NRMCA) Pervious Concrete Contractor Certification program. Only the second lowest bidder, Westcon Construction Corporation, provided this required certification. Therefore, staff in consultation with the City Attorney's office recommends awarding a contract to Westcon Construction Corporation in the amount of \$1,176,250.00.

FISCAL IMPACT

Funding for this construction contract is provided primarily through local development funds and the capital infrastructure fund. There is no impact to the City's General Fund. This project is included in the FY 14/15 Budget.

ATTACHMENTS

1. Attachment 1, Resolution No. 51-2015 including Exhibit 1 Contract No. 29-2015.
2. Attachment 2, Map of Project Area.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 51-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AWARDING CONSTRUCTION CONTRACT NO. 29-2015 IN THE AMOUNT OF \$1,176,250
TO WESTCON CONSTRUCTION CORPORATION FOR THE
ANATOLIA PRESERVE BIKE TRAIL PROJECT**

WHEREAS, the project was advertised in The Grapevine Independent on February 13 and 20, 2015; and

WHEREAS, the bids were publicly opened on March 9, 2015 at 2729 Prospect Park Drive, Rancho Cordova 95670; and

WHEREAS, the City recommends awarding a construction contract to the second lowest bidder; and

WHEREAS, Adoption of this resolution will award construction contract No.29-2015 with Westcon Construction Corporation in the amount of \$1,176,250.00 for the Anatolia Preserve Bike Trail Project; and

WHEREAS, the Anatolia Preserve Bike Trail Project will extend an existing Class 1 bike trail in the Anatolia neighborhood to Kavala Ranch Park in the Kavala Ranch neighborhood; and

WHEREAS, these construction 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 does authorize the City Manager to execute a contract with Westcon Construction Corporation attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND WESTCON CONSTRUCTION CORPORATION
FOR ANATOLIA PRESERVE BIKE TRAIL**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Westcon Construction Corp. ("Contractor") as of April 6, 2015.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Anatolia Preserve Bike Trail ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on February 13th, 2015 in the Grapevine Independent ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 29-2015, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Westcon Construction Corp.

April 6, 2015
Page 1 of 4

by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

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

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: One Million, One Hundred-Seventy-Six Thousand, Two Hundred-Fifty Dollars (\$1,176,250). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the

payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:
- Matt Bothun
Westcon Construction Corp.
275 Taylor Rd.
Newcastle, CA 95648

Any written notice to City shall be sent to:

Britton Snipes
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Brian Nakamura, City Manager

Eric Campbell, President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last Revised August 1, 2012

DOUGLAS RD

LOCATION MAP



HERODIAN DRIVE

ARGONAUT PARK
SUNRISE ELEMENTARY

Future Development Project

CHRYSANTHY BLVD

Future Development Project

EAGLES NEST PARK
THE CLUB HOUSE

SANDPIPER PARK
FUTURE SCHOOL SITE

FUTURE HERON LANDING PARK

Proposed Anatolia Bike Trail

Wetland Preserve

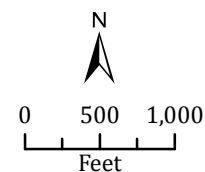
KAVALA RANCH PARK

SUNRISE BLVD

KIEFER BLVD

Anatolia Bike Trail

- Proposed Bike Trail
- Existing Class I Bike Trail
- Existing Class II Bike Lane
- Existing School Travel Routes
- Residential Corridor
- Existing School
- Future School Site
- Existing Park
- Future Park Site



Aerial Photo Date: Spring 2014

Path: X:\GIS_Stam\PROJECTS\PUBLIC_WORKS\TRAILS\Anatolia_Bike_Trail\Anatolia_Bik

AGENDA ITEM 8.4

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVAL OF PARCEL MAP OF SUBDIVISION NO. 2015-001-01, BUSINESS PARK DRIVE**



RECOMMENDATION

Approval of Parcel Map of Subdivision No. FM-2015-001-01, Business Park Drive; located on the south side of Business Park Drive approximately 996 feet east of Bradshaw Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommendation will result in the recording of the parcel map creating four separate parcels.

BACKGROUND

The City Council approved the tentative parcel map on April 6, 2015 with conditions. The site contains four existing parcels zoned Office Industrial Mixed-Use on a 5.6 net acre site. The existing parcel is being divided into four parcels, with an existing building on each. The final parcel map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. A copy of the final map (**Attachment 1**) and vicinity map (**Attachment 2**) are included with this letter

FISCAL IMPACT

There is no fiscal impact to the city.

ATTACHMENTS

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

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL PARCEL MAP. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE UNDERSIGNED OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTHE AND CONTIGUOUS TO BUSINESS PARK DRIVE SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.)

OWNER: NCWP - BRADSHAW BUSINESS PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NATIONAL CW PORTFOLIO JV, LLC,

A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: SKB-CW INVESTORS, LLC,

AN OREGON LIMITED LIABILITY COMPANY, ITS OPERATING MANAGER

BY: NAME: JAMES V. PAUL

TITLE: EXECUTIVE VICE PRESIDENT

DATED THIS DAY OF 2015.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF

ON 2015, BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE:

NOTARY'S SIGNATURE

EXPIRATION OF NOTARY'S COMMISSION

PRINT NOTARY'S NAME

PRINCIPAL PLACE OF BUSINESS

COMMISSION #

IMPROVEMENT REQUIREMENTS

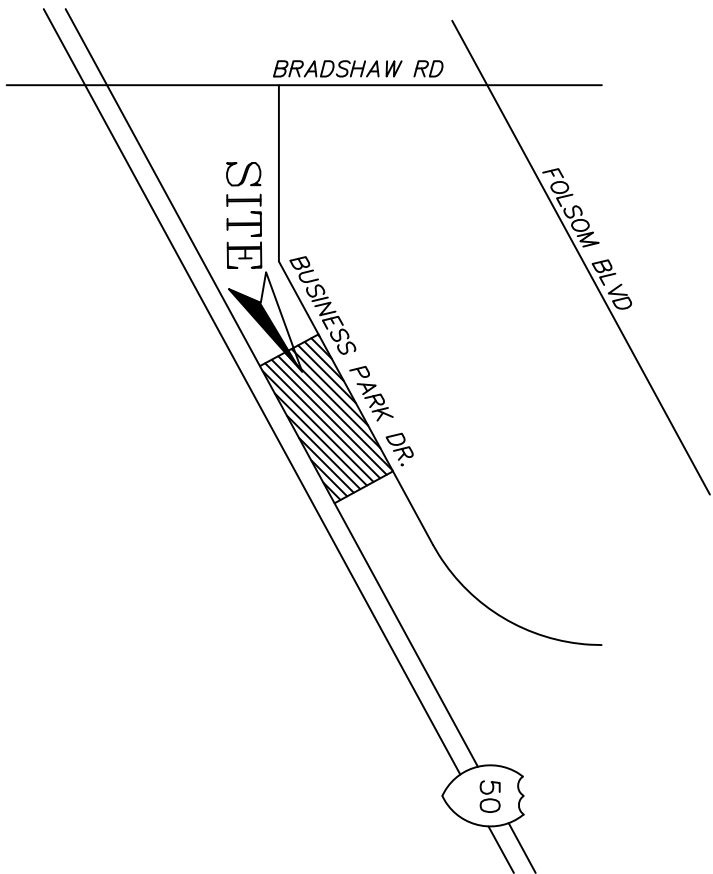
THE FOLLOWING PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS WITHIN A REASONABLE TIME FOLLOWING APPROVAL OF THE PARCEL MAP AND PRIOR TO THE ISSUANCE OF ANY PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE HEREON-CREATED PARCELS:

- STREETS: NONE
- STREET LIGHTS: NONE
- SEWER: NONE
- DRAINAGE: NONE
- WATER/HYDRANTS: NONE

PARCEL MAP OF
SUBDIVISION NO. FM-2015-001-01
BUSINESS PARK DRIVE

A PORTION OF PARCEL "C", AS SHOWN ON THE PARCEL MAP ENTITLED "FOLSOM INDUSTRIAL PARK BEING A PORTION OF RANCHO RIO DE LOS AMERICANOS IN PROJECTED T. 8N., R. 6E., M.D.M.", RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, ON APRIL 29, 1976, IN BOOK 26 OF PARCEL MAPS, AT PAGE 3

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA
MAY 2015



TRUSTEE STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SACRAMENTO COUNTY OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, F/K/A FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

BY:

NAME/TITLE:

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF

ON 2015, BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE:

NOTARY'S SIGNATURE

EXPIRATION OF NOTARY'S COMMISSION

PRINT NOTARY'S NAME

PRINCIPAL PLACE OF BUSINESS

COMMISSION #

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ETHAN CONRAD IN JULY, 2014. I HEREBY STATE THAT THIS PARCEL MAP CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED

MATT RUSSELL
P.L.S. NO. 9010
EXPIRES: 10/30/2015

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "SUBDIVISION NO. FM-2015-001-01" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

DATED

CITY ENGINEER
CYRUS E. ABHAR
L.S. 7723, R.C.E. 45424
EXPIRES: 12/31/2015

CITY CLERK STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS PARCEL MAP AND ACCEPTS ON BEHALF OF THE PUBLIC ALL RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

DATED

CITY CLERK
CITY OF RANCHO CORDOVA

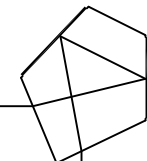
RECORDER'S STATEMENT

FILED THIS DAY OF 2015, AT M., IN BOOK OF PARCEL MAPS, AT PAGE, AT THE REQUEST OF SLOOTEN CONSULTING, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. ON FILE IN THIS OFFICE.

DOCUMENT NO.

FEE: \$

RECORDER OF SACRAMENTO COUNTY
STATE OF CALIFORNIA



SLOOTEN CONSULTING INC.

SURVEYING & ENGINEERING

E-MAIL: OFFICE@SLOOTEN.COM

4740 NORTHGATE BLVD., SUITE 115
SACRAMENTO, CA 95834

(916) 641-7570
(FAX) 641-7572
JOB NO. 9364-03

PARCEL MAP OF
SUBDIVISION NO. FM-2015-001-01
BUSINESS PARK DRIVE
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA
MAY 2015

- LEGEND
- ✂

SET NAIL AND TAG IN CONCRETE, "PLS 9010"
- UNLESS OTHERWISE NOTED
FOUND MONUMENT AS NOTED
- ()

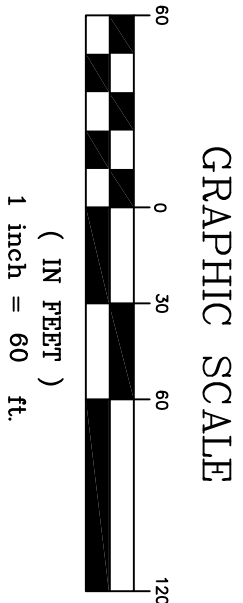
RECORD DATA PER DEED
- []

RECORD DATA PER 26 PM 3
- P.U.E

PUBLIC UTILITY EASEMENT

BASIS OF BEARINGS

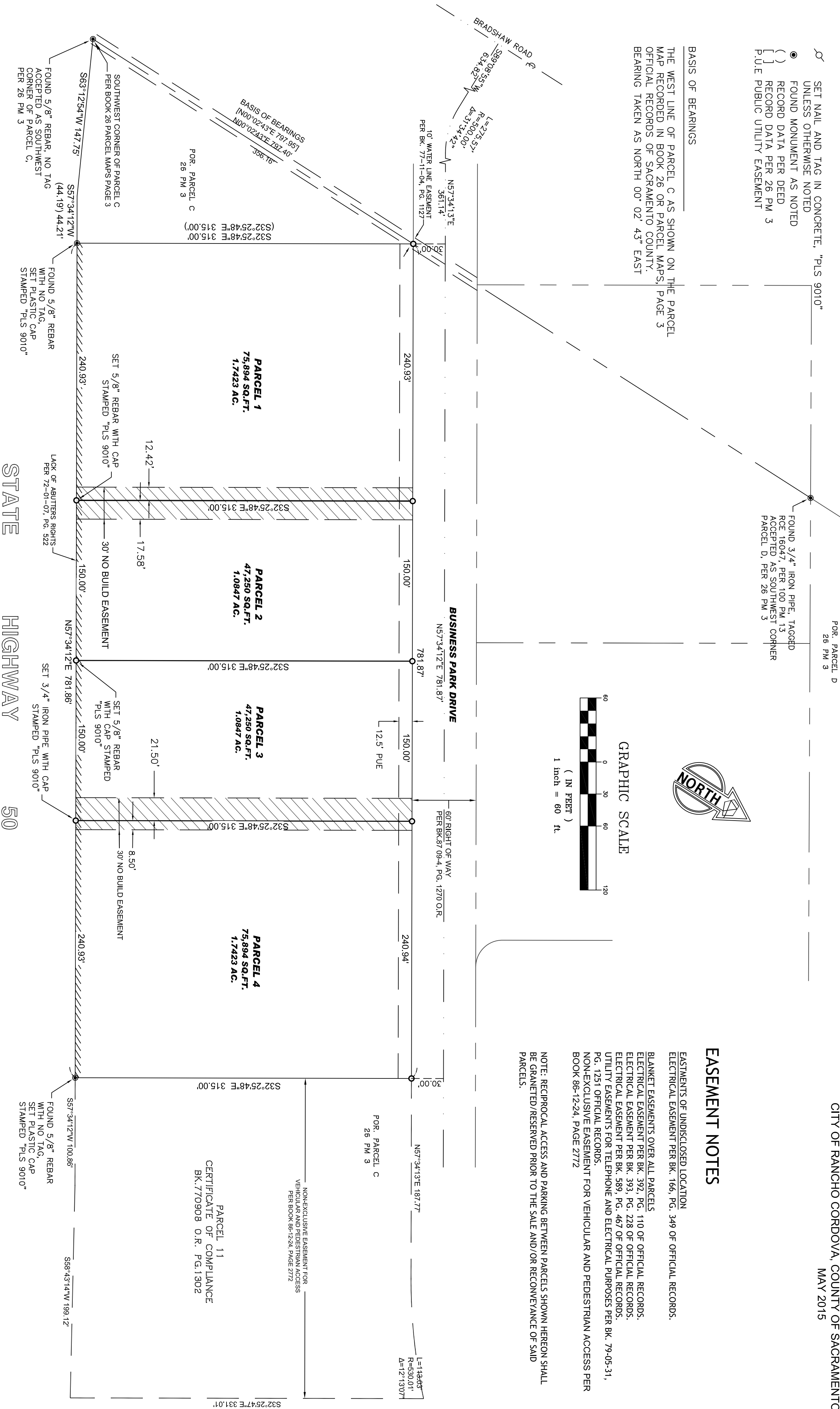
THE WEST LINE OF PARCEL C AS SHOWN ON THE PARCEL MAP RECORDED IN BOOK 26 OR PARCEL MAPS, PAGE 3 OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEARING TAKEN AS NORTH 00° 02' 43" EAST



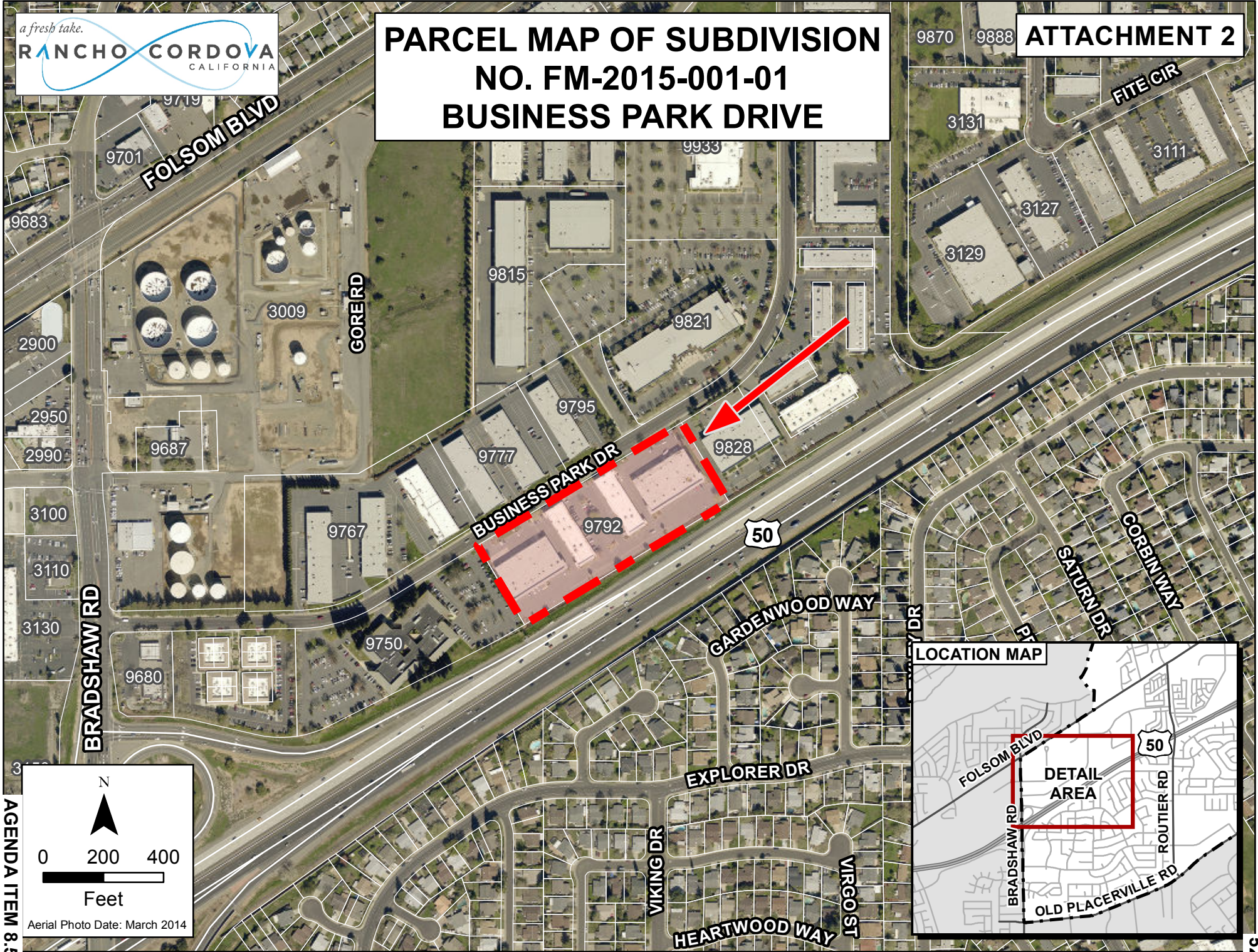
EASEMENT NOTES

EASTMENTS OF UNDISCLOSED LOCATION
ELECTRICAL EASEMENT PER BK. 166, PG. 349 OF OFFICIAL RECORDS.
BLANKET EASEMENTS OVER ALL PARCELS
ELECTRICAL EASEMENT PER BK. 392, PG. 110 OF OFFICIAL RECORDS.
ELECTRICAL EASEMENT PER BK. 393, PG. 228 OF OFFICIAL RECORDS.
ELECTRICAL EASEMENT PER BK. 589, PG. 467 OF OFFICIAL RECORDS.
UTILITY EASEMENTS FOR TELEPHONE AND ELECTRICAL PURPOSES PER BK. 79-05-31, PG. 1251 OFFICIAL RECORDS.
NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS PER BOOK 86-12-24, PAGE 2772

NOTE: RECIPROCAL ACCESS AND PARKING BETWEEN PARCELS SHOWN HEREON SHALL BE GRANTED/RESERVED PRIOR TO THE SALE AND/OR RECONVEYANCE OF SAID PARCELS.



PARCEL MAP OF SUBDIVISION NO. FM-2015-001-01 BUSINESS PARK DRIVE



MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: RESOLUTION CREATING PUBLIC SAFETY STANDING COMMITTEE AND APPOINTING COUNCIL MEMBERS DAVID SANDER AND DONALD TERRY TO SAID COMMITTEE



RECOMMENDATION

Adopt Resolution No. 57-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would establish a Public Safety Standing Committee and appoint David Sander and Donald Terry as committee members.

BACKGROUND

Ensuring a Safe, Inviting and Livable Community is one of the citywide goals. In order to make significant and timely progress, council has recommended that a Public Safety Standing Committee be established and Vice Mayor Sander and Council Member Terry have volunteered to be part of that committee.

FISCAL IMPACT

None.

ATTACHMENT

Resolution No. 57-2015

CITY OF RANCHO CORDOVA

RESOLUTION NO. 57-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CREATING A PUBLIC SAFETY STANDING COMMITTEE AND APPOINTING COUNCIL
MEMBERS TO SAID COMMITTEE**

WHEREAS, one of the citywide goals is to Ensure a Safe, Inviting and Livable Community; and

WHEREAS, public safety is a priority for our city and making significant and timely progress is a priority; and

WHEREAS, the City Council desires to create a Public Safety Standing Committee to assist with the review and to provide timely recommendations for complex policy issues related to public safety; and

WHEREAS, all meetings of the Public Safety Standing Committee will be subject to the Ralph M. Brown Act (Government Code Section 54950); and

WHEREAS, the Public Safety Standing Committee members will report back to the full council after each committee meeting; and

WHEREAS, the Public Safety Standing Committee has no authority to take action or make any commitments that may require a vote of the City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA has created a Public Safety Standing Committee and has appointed Council Members David Sander and Donald Terry to said committee.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

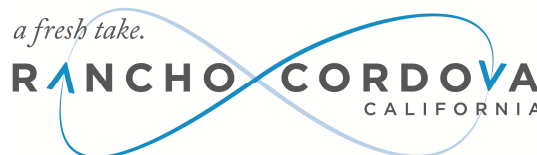
Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: May 18, 2015
TO: Honorable Mayor and Council Members
FROM: Matthew Diaz, Associate Planner



SUBJECT: POPEYE'S DESIGN REVIEW; PROJECT NO. DD8563 – LOCATED AT 2817 ZINFANDEL DRIVE.

PROPERTY OWNER: Pacific Castle Mrs. Judi Harris 2601 Main Street, Suite 900 Irvine, CA 92614	APPLICANT/DEVELOPER: Barbes-Bidaujiri and Associates Mr. Ben Barbes 3420 E. Shea Boulevard, Suite 199 Phoenix, AZ 85028
---	--

PROJECT:	The applicant is requesting construction of a new 2,695 square foot single story Popeye's restaurant with drive-through, outdoor seating, parking, and new landscaping within the existing Zinfandel Village Shopping Center.
FILE:	DD8563
LOCATION:	2817 Zinfandel Drive;
APN:	072-0330-018
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDATION

Adopt Resolution 52-2015.

RESULT OF RECOMMENDED ACTION

Approval of Resolution 52-2015 would allow construction of a new 2,695 square foot Popeye's restaurant with outdoor seating. This project would effectuate some of the onsite improvements, new drive-through, new parking configuration and landscaping included in the Zinfandel Village drive-through and façade redesign approved by the City Council in January 2015.

BACKGROUND

On January 20, 2015 the City Council approved Resolution 6-2015 that permitted improvements to the existing Zinfandel Village Shopping center façade and permitted two new drive-through commercial pads to be developed. The project site is a section of the existing parking lot included within that shopping center, located on the east side of Zinfandel Drive. The project site is zoned Folsom Boulevard Specific Plan Commercial Mixed Use (FB-CMU). The City of Rancho Cordova received an application on February 18, 2015 requesting a Design Review Permit to construct a new Popeye's restaurant consistent with the previous approved drive-through commercial pad layout. The application was routed to the City's commenting agencies

and reviewed for environmental concerns, design or other issues not addresses in the previous Zinfandel Village Shopping Center review.

FIGURE 1: Subject Property in the Zinfandel Village Shopping Center

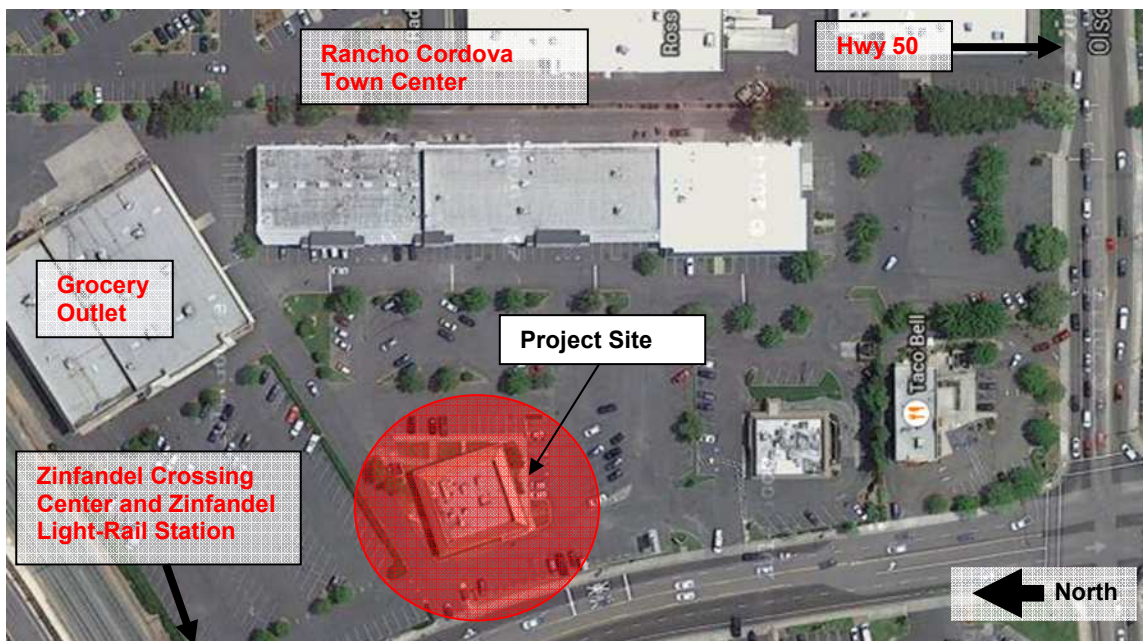
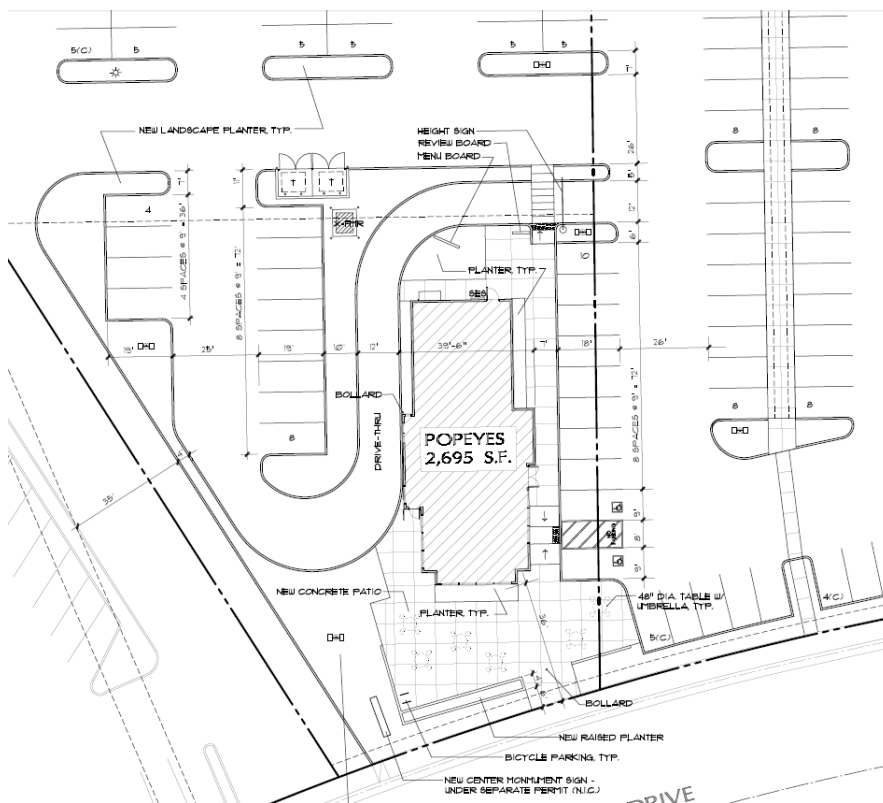


FIGURE 2: Site Plan



REQUIRED PERMITS AND REGULATORY BASIS

The drive-through for the Popeye's restaurant was approved per Resolution 6-2015. While this project would be typically be processed as a minor design review for structures fewer than 5,000 square feet (Section 23.140), since the conceptual layout and improvements are associated with approved design, the project must be considered a part of the previous action for consolidated review and approved by the City Council (Section 23.104.030). For the purposes of approval, the findings for minor design review have been used for this project. Design Review is required to ensure compatibility and implementation of development standards. As part of the design review process, the site design was reviewed for consistency with landscape and parking standards and the proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

Permits Required after Approval:

- Improvement Plans/Grading Permit
- Building Permit
- Business License

ANALYSIS

General Plan: The project site is within the Downtown Planning Area (DTPA) under the sub-classification of CMU (Commercial Mixed-Use) land use designation. The Downtown is the center and "heart" of Rancho Cordova and provides a significant connection between existing residential and commercial areas. It is the City's intent that the Downtown becomes a vibrant place to live, work, play, and shop, with walkable areas that connect to plazas and other gathering areas that are part of individual projects. One of the main priorities of the Downtown Planning Area is improved circulation and development patterns in the Olson Drive area which includes a local town center with a "Main Street" concept.

The approved modifications are an attempt to revitalize an aging commercial center with a new façade, drive-throughs, and on-site improvements to enhance aesthetic appeal and walkability. The Popeye's proposal includes an enhanced connection from Zinfandel Drive and a pedestrian patio area that should screen the drive-through aisle from passing motorists.

TABLE 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
2817 Zinfandel Drive	Existing Waffle Shop restaurant. To be demolished per Resolution 6-2015.	DTPA (Downtown Planning Area)	FB-CMU (Folsom Boulevard Specific Plan-Commercial Mixed Use)
North	Grocery Outlet store, Folsom Boulevard	DTPA	FB-CMU
East	Rancho Cordova Town Center (retail, restaurant, personal services, etc.)	DTPA	FB-CMU
South	Gas Station, Taco Bell restaurant, hotel	DTPA	FB-CMU
West	Zinfandel Crossing Shopping Center (retail, gym, restaurants, etc.)	DTPA	FB-CMU

Zoning Code: The project site is zoned Commercial Mixed-Use (CMU) which allows for a wide range of commercial development. The CMU district is intended for vibrant commercial and mixed-use development. While a predominantly commercial district, the CMU category is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. Restaurant uses are permitted “by-right” in this CMU district.

Zoning code standards for parking, design, landscaping, and drive-through access are addressed in the “design analysis” section below.

DESIGN ANALYSIS

In accordance with Zoning Code Section 23.140, new commercial projects must obtain Design Review approval. The proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines for new commercial buildings. Design Review approvals shall be granted only when all of the findings defined in Zoning Code Section 23.140.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 52-2015 (**Attachment 1**).

Site Plan and Circulation

In accordance with the City’s design guidelines, the building is located close to Zinfandel Drive to maximize the building’s visibility while reducing visibility of the overall parking field and drive-through aisle from the public right-of-way. While the proposed building exceeds the maximum 20-foot setback from the main street frontage by approximately 16-feet, the applicant did obtain City Council approval for an Exception Permit to that standard per Resolution 6-2015. As part of the previous approval, pedestrian improvements will be made along Zinfandel Drive that will accommodate the outdoor patio area serving the Popeye’s restaurant. This project has been condition to accommodate those changes and parallel the timing of those improvements prior to operation of the restaurant.

Architectural and Landscaping

Although the proposed structure is one story in height, the restaurant has three “tower” features and clearly defined section breaks in the exterior walls on all four elevations to make the building appear at a more human scale. The use of a stone veneer consistent with the recently approved Zinfandel Village Shopping Center remodel will help to tie this building into the overall design theme. In addition to the “tower” features, the building design uses the same color and materials palette as the overall shopping center. While some of the details of the patio area and landscape planters along the building’s facade have yet to be addressed by the applicant, the project has been conditioned to allow enhancements to these features to further the aesthetic appeal. This would include review of plant type, vines and/or trellis, varied pavement and planter design, additional seating, and/or additional landscaping.

Facades facing public streets will have windows and new landscaping where possible and a public patio area along Zinfandel Drive that will screen the drive-through aisle from passing motorists. Accent trees, shrubs and ground cover have been added along the drive-through while new shade trees are located in the reconfigured parking area.

FIGURE 5: Proposed North Elevation facing the Grocery Outlet/Folsom Boulevard

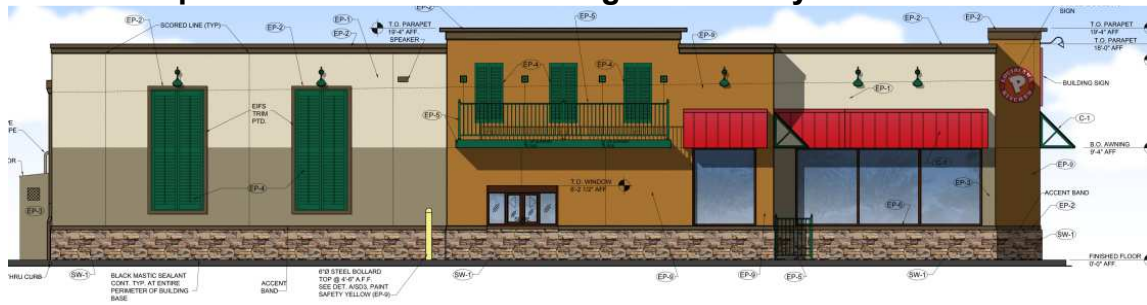


FIGURE 6: Proposed South Elevation facing Olsen Drive



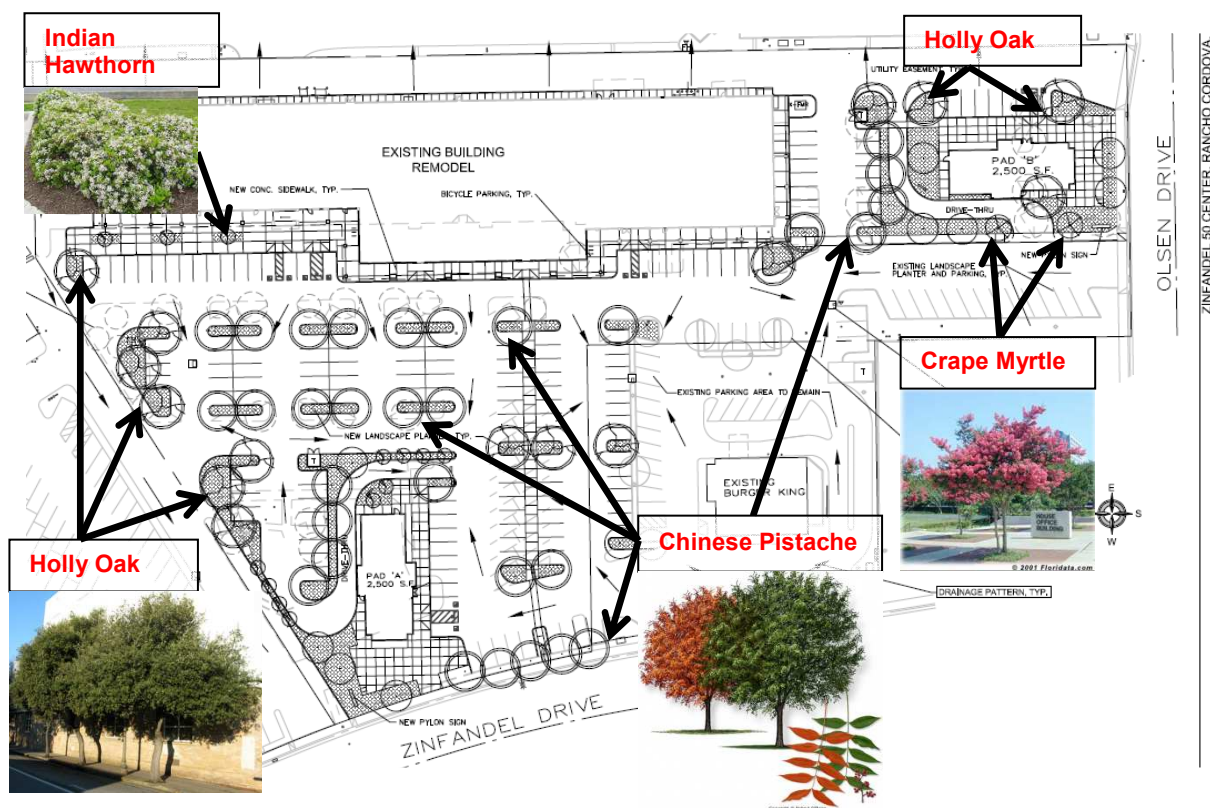
FIGURE 7: Comparison to Approved Zinfandel Village Center Redesign



FIGURE 8: Revised Landscape Plan



FIGURE 9: Approved Zinfandel Village Preliminary Landscape Plan



FISCAL ANALYSIS OF PROJECT

The City anticipates that this project will provide additional revenues from an increase in sales taxes through new businesses and increases in general sale of goods purchased by the onsite employees.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” An EIR was certified by the City Council for the adoption of the City of Rancho Cordova General Plan (SCH 2005022137).

The project would develop the site consistent with the site’s General Plan land use designation of Commercial Mixed-Use in the Folsom Boulevard Planning Area (FBPA) and zoning designation of FB-CMU (Folsom Boulevard – Commercial Mixed Use). Furthermore, the project would be consistent with the goals and policies contained in the General Plan and would not increase the development densities analyzed in the General Plan EIR. As part of Resolution

6-2015, a traffic study was submitted that analyzed the potential impacts of two new drive-throughs near the corner of Zinfandel Drive and Olson Drive. The results of the traffic study indicated the new drive-throughs would create a less than significant impact to the current level of services. Future build out of the project site, including improvements to Zinfandel Drive and Olson Drive, were previously analyzed as part of the Folsom Boulevard Specific Plan Mitigated Negative Declaration.

No potential new impacts related to the project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the proposed project will have a significant adverse effect on the environment. Therefore, the proposed project qualifies for the exemption under CEQA Guidelines Section 15183 and no further environmental review is required.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15183 and adopt Resolution No. 52-2015 the Design Review for Popeye's drive-through restaurant DD8563, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENTS

1. Resolution 52-2014, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Resolution 6-2015, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
3. 500' Radius Map and Mailing Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 52-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE POPEYE'S DESIGN REVIEW- PROJECT NO. DD8563**

WHEREAS, On January 20, 2015 approved Resolution 6-2015 that allowed façade improvements to the existing shopping center that included the removal of a portion of the north end of the main building, the demolition of an existing restaurant, two new commercial pads with drive-throughs, an enhanced connection from Zinfandel Drive to the Target shopping center, reconfigured parking area, and a new unified sign program for the Zinfandel Village shopping center located at 2817, 2821 and 2863 Zinfandel Drive. (Assessor's Parcel Number: 072-0330-018-0000, 072-0330-019-000, and 072-0330-022-0000); and

WHEREAS, the Applicant filed an application with the City of Rancho Cordova to construct a new 2,695 square foot drive-through Popeye's restaurant located at 2817 Zinfandel Drive consistent to the previous drive-through approval. (Assessor's Parcel Number: 072-0330-018-0000); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Popeye's Design Review (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." An EIR was certified by the City Council for the adoption of the City of Rancho Cordova General Plan (SCH 2005022137).

The project would develop the site consistent with the site's General Plan land use designation of Commercial Mixed-Use in the Folsom Boulevard Planning Area (FBPA) and zoning designation of FB-CMU (Folsom Boulevard – Commercial Mixed Use). Furthermore, the project would be consistent with the goals and policies contained in the General Plan and would not increase the development densities analyzed in the General Plan EIR. As part of Resolution 6-2015, a traffic study was submitted that analyzed the potential impacts of two new drive-throughs near the corner of Zinfandel Drive and Olson Drive. The results of the traffic study indicated the new drive-throughs would create a less than significant impact to the current level of services. Future build out of the project site, including improvements to Zinfandel Drive and Olson Drive, were previously analyzed as part of the Folsom Boulevard Specific Plan Mitigated Negative Declaration.

ATTACHMENT 1

No potential new impacts related to the project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the proposed project will have a significant adverse effect on the environment. Therefore, the proposed project qualifies for the exemption under CEQA Guidelines Section 15183 and no further environmental review is required.

- B. Approve the Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.140 and evidence as follows:

1. *Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.*

Evidence: The proposed restaurant is consistent in design and intensity for the commercial mixed-use land use and the Folsom Boulevard Specific Plan for the area as the project has been designed in accordance with the City of Rancho Cordova's Design Guidelines. To ensure compliance with all standards, the project has been conditioned to guarantee these standards are achieved before any building permit can be issued.

2. *Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.*

Evidence: The proposed infill of the existing parking lot area will add landscaping and require reconfiguration of the parking area. The building and drive-through have been oriented close to Zinfandel Drive to maximize the building's visibility and pedestrian access while decreasing the visibility of the large Zinfandel Village parking lot. The building has been designed to reduce the massing by breaking up the building façade with tower features and the use of different materials and colors consistent with the center's recently approved redesign.

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

Evidence: The proposed restaurant building has been designed and conditioned to be consistent with the existing shopping center's redesign. The building's façade includes three minimal tower features and section breaks that would reduce the massing by breaking up the walls into various planes. A variety of paint colors and building materials will also serve to make the building visually interesting. The overall size of the building is in keeping with the other freestanding commercial buildings in the center and the parking and landscape have been designed to fit with the center's new design theme. To ensure all lighting and equipment are in compliance, the project has been conditioned to guarantee all standards are achieved before any building permit can be issued.

ATTACHMENT 1

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

Evidence: The building and drive-through have been oriented close to Zinfandel Drive to maximize the building's visibility and pedestrian access while decreasing the visibility of the parking lot and drive aisle. The project would improve pedestrian and bicycle access to Zinfandel Drive and the project's circulation has been designed to minimize automobile conflicts around the drive-through aisle and parking area at the front entrance of the establishment.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

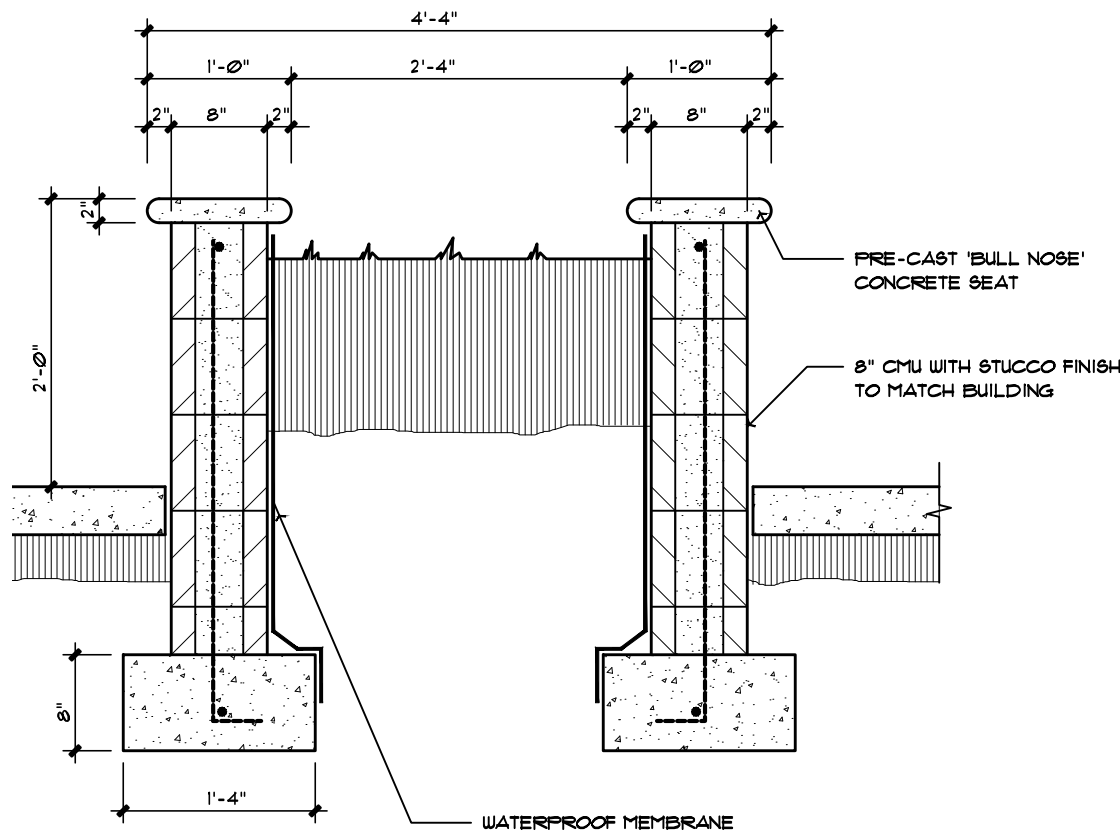
ABSENT:

ABSTAIN:

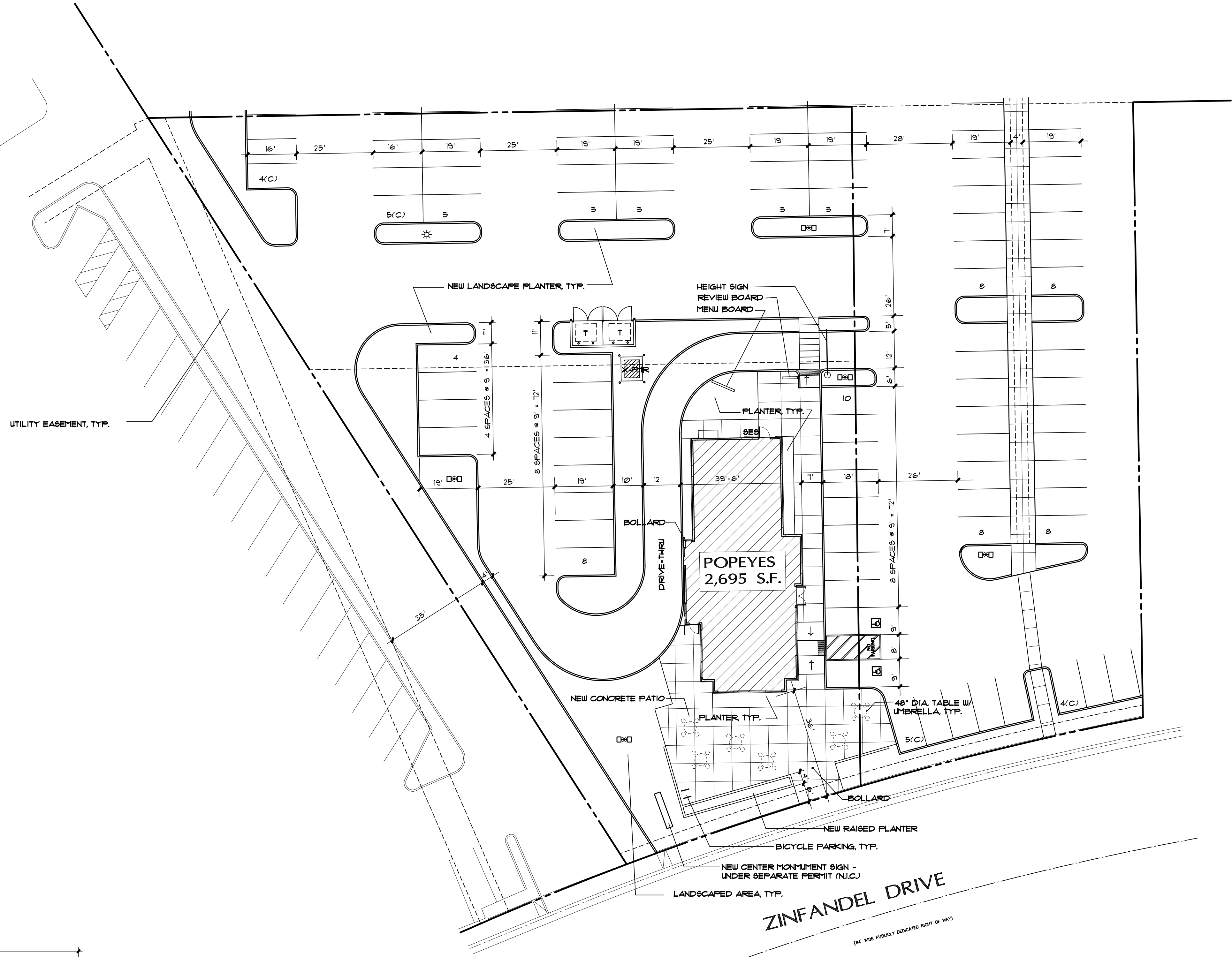
Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

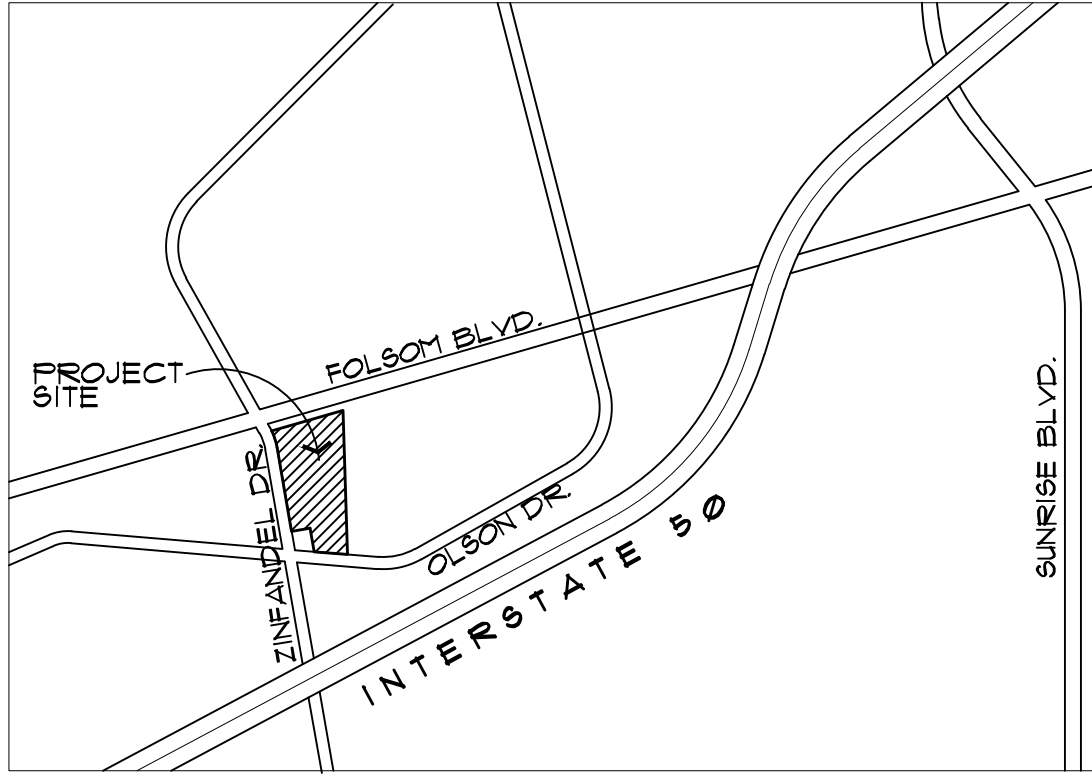


1 PLANTER DETAIL
NO SCALE



SITE PLAN
SCALE 1"=20'-0"
0 10' 20' 40' 80'

PROJECT DATA:		
SCOPE OF WORK :	NEW POPEYES, LOUISIANA KITCHEN A DRIVE THRU RESTAURANT AT PAD 'A'. THIS IS A BUILDING SHELL AND SCOPE OF WORK INCLUDES RELATED SITE WORK, LANDSCAPING AND PAVING.	
PROJECT :	POPEYES 2817 ZINFANDEL DRIVE RANCHO CORDOVA, CALIFORNIA 95670	
OWNER :	PACIFIC CASTLE ZINFANDEL, L.L.C. 2601 MAIN STREET, SUITE 900 IRVINE, CALIFORNIA 92614 (949) 475-4588	
BUILDING CODES :	2013 CBC - CALIFORNIA BUILDING CODE 2013 CMC - CALIFORNIA MECHANICAL CODE 2013 CPC - CALIFORNIA PLUMBING CODE 2013 CEC - CALIFORNIA ELECTRICAL CODE 2013 CFC - CALIFORNIA FIRE CODE 2013 CEC - CALIFORNIA ENERGY CODE 2013 CGBSC - CALIFORNIA GREEN BUILDING STANDARDS CODE ALL WITH CITY OF RANCHO CORDOVA ADPOTED ORDINANCES	
APN :	072-0330-018	
ZONING :	CMU (COMMERCIAL MIXED USE) (FOLSOM BLVD. SPECIFIC PLAN)	
SITE AREA :	36,688 SF. (0.84 ACRES)	
BUILDING AREA:	EXISTING: PAD 'A': 4,490 SQ. FT. (TO BE REMOVED)	
	PROPOSED: NEW POPEYES: 2,695 SQ. FT.	
PARKING REQUIRED :	POPEYES : 2,695 SF. @ 7.2 PER 1000 SF. = 19.4 SPACES	
PARKING PROVIDED :	PROPOSED: 311 SPACES - STANDARD	
	(ENTIRE CENTER) 33 SPACES - COMPACT	
	19 SPACES - ACCESSIBLE	
	369 SPACES - TOTAL	
BICYCLE PARKING :	4 PROVIDED	



VICINITY MAP
north NOT TO SCALE

EXHIBIT A

APRIL 6, 2015

BARBES
BIDANJIRI
&
ASSOCIATES
ARCHITECTURE
PLANNING
INTERIOR DESIGN

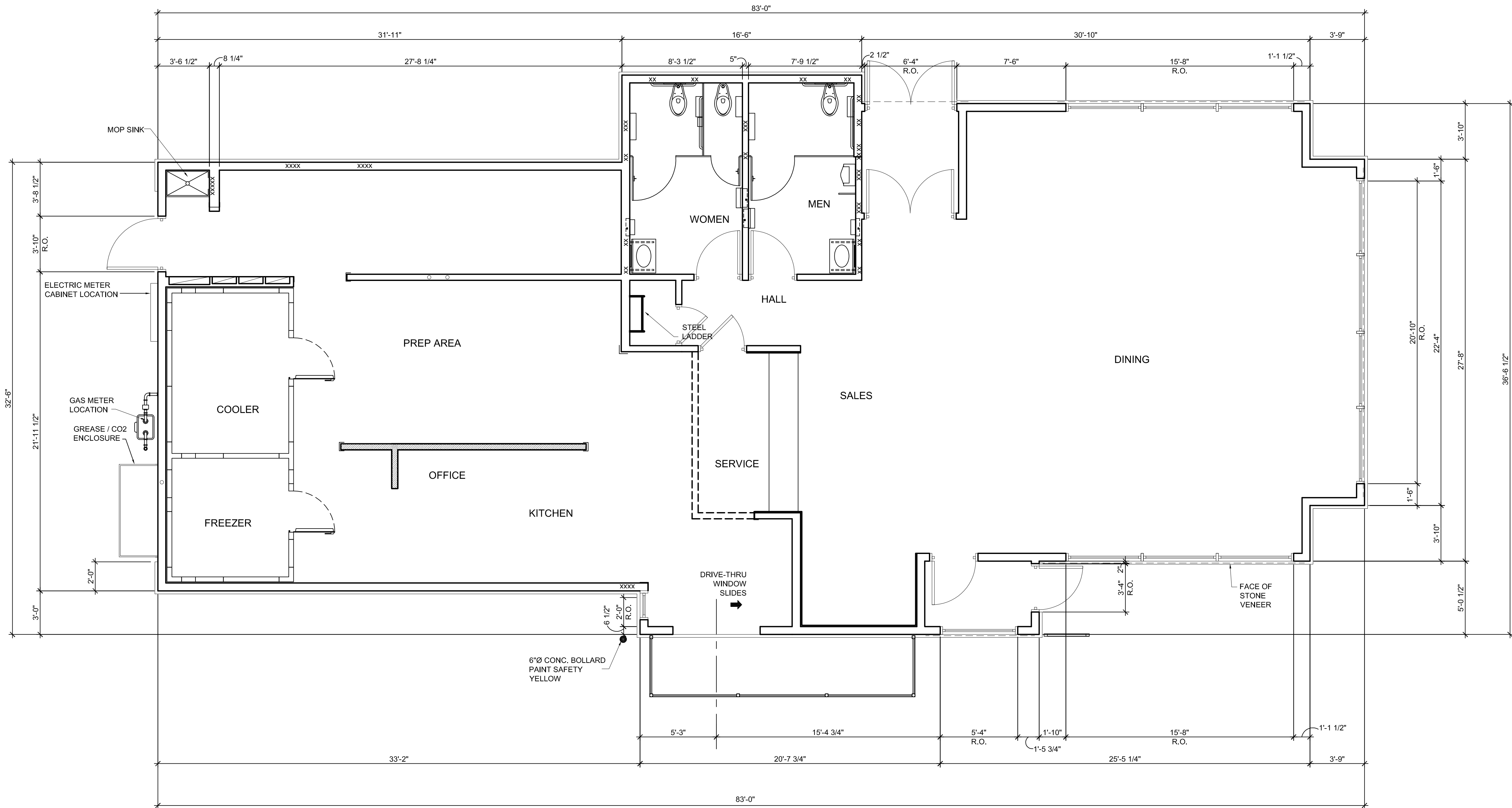
3420 EAST SHEA BLVD.
SUITE 199
PHOENIX, ARIZONA 85028
602.952.2008
FAX 602.952.2168

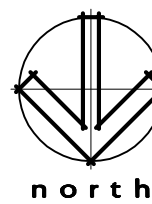
NEW BUILDING SHELL FOR :
POPEYES
@
ZINFANDEL VILLAGE
2817 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

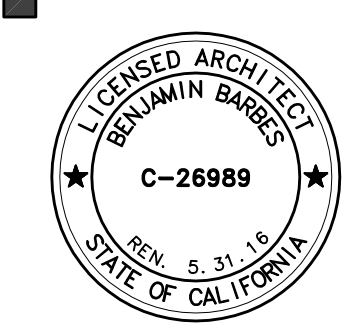
OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

COPYRIGHT © 2015
BARBES-BIDANJIRI & ASSOCIATES, INC.

DR-1
of 599

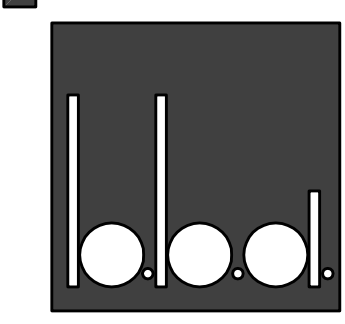


 **FLOOR PLAN**
1/4" = 1'-0"



APRIL 6, 2015

PROJECT NO. 1405



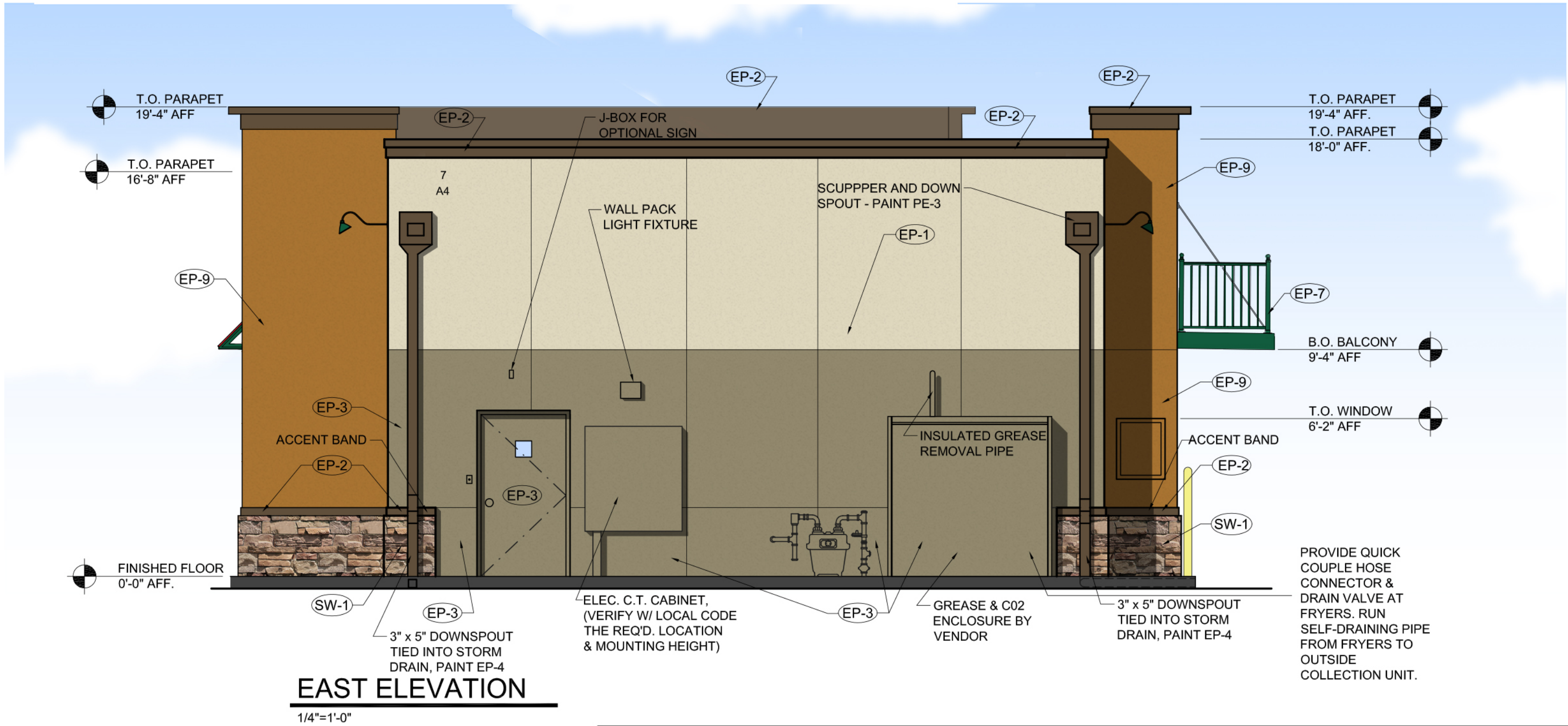
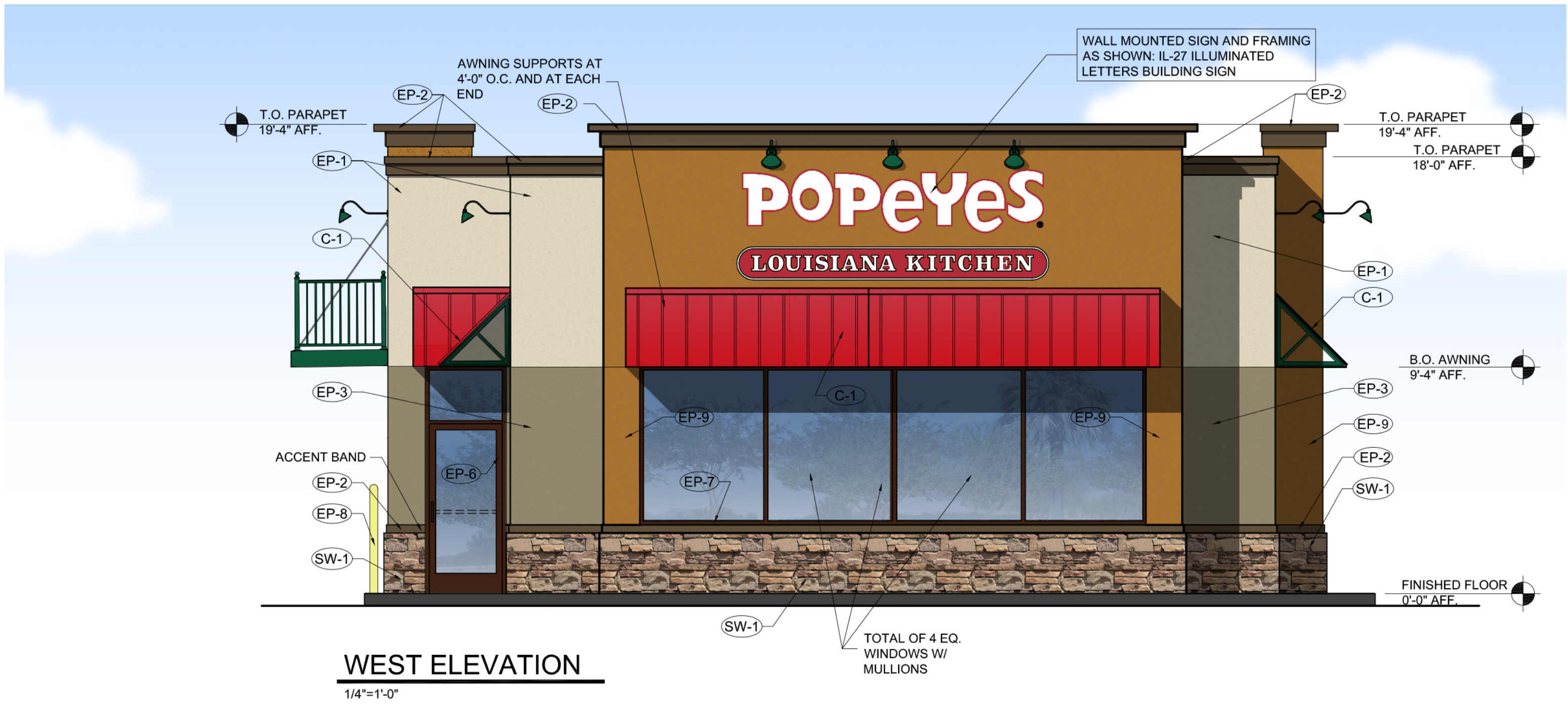
**BARBES
BIDANJIRI
&
ASSOCIATES**
ARCHITECTURE
PLANNING
INTERIOR DESIGN

3420 EAST SHEA BLVD.
SUITE 199
PHOENIX, ARIZONA 85028
602.952.2008
FAX 602.952.2168

NEW BUILDING SHELL FOR :
POPEYES®
ZINFANDEL VILLAGE
2817 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS
INSTRUMENTS OF SERVICE ARE AND
SHALL REMAIN THE PROPERTY OF THE
ARCHITECT WHETHER THE PROJECT FOR
WHICH THEY ARE MADE IS EXECUTED
OR NOT. THEY ARE NOT TO BE USED
ON OTHER PROJECTS OR EXTENSIONS
TO THIS PROJECT EXCEPT BY WRITTEN
AGREEMENT WITH APPROPRIATE
COMPENSATION TO THE ARCHITECT.

COPYRIGHT © 2015
BARBES-BIDANJIRI & ASSOCIATES, INC.



EXTERIOR FINISH NOTES

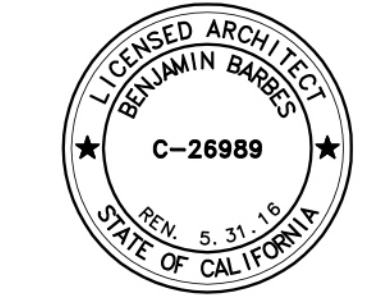
E.I.F.S. WALL TEXTURE FINISH	
Manuf.	Texture
STO	STO ESSENCE SWIRL for GOLDEN, BROWN COLOR
STO	STOLIT 130D, FINE SAND for RED COLOR
DRYVIT	QUARTZ PUTZ

STO COLORS	
NA10-0036	DELIGHTFUL GOLDEN
NA10-0037	MOCHA BROWN
NA10-0038	EXOTIC RED

FINISH NOTES	
THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SIGN VENDORS:	
* STANDING SEAM ROOF	
* D/T WINDOW CANOPY RAILING	
* CLEARANCE BAR	
* MENU CANOPY	
* GUARD RAIL	
* AWNINGS	
* SHUTTERS	

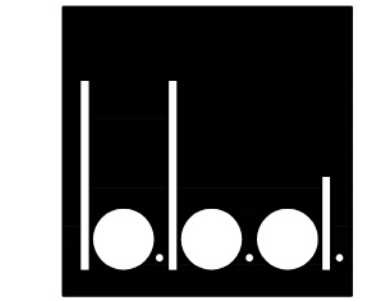
DRYVIT COLORS	
POPE051020	DELIGHTFUL GOLDEN
POPE021028S	EXOTIC RED
POPE031020S	MOCHA BROWN

EXTERIOR FINISH SCHEDULE						
Mark	Loction	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN LEVEL SURFACE ABOVE WAINSCOT ACCENT TRIM	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6133	MUSLIN	185 Low Lustre
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6104	KAFEE	185 Low Lustre
EP-3	MAIN WALL ACCENT	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6158	SAWDUST	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 3/4" X 60" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
			25 3/4" X 119" VINYL SHUTTERS (Building)	L7S - VINYL	UNFINISHED	030 - PAINTABLE
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
EP-5 (ALT)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	# 2040 - 10	RAINFORREST FOLIAGE	P-29 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YB5N	DARK BRONZE	21-28 DAYS
EP-6 (ALT)	STORE FRONT GLAZING	BENJAMIN MOORE	METAL / PAINT	#64 (2134-20)	RM BRONZETONE	P-29 DTM Semi Gloss
EP-7	DUMSTER GATES	BENJAMIN MOORE	METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS	BENJAMIN MOORE	METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING	MOCHA BROWN	185 Low Lustre
EP-9	ACCENT WALL	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6370	SAUCY GOLD	185 Low Lustre
SW-1	STONE WAINSCOT	CORONADO STONE	OLD COUNTRY SIMULATED STONE VENEER	LEDGESTONE	BURNED OAK	NON-OVERLAPPING
SG-1	STONE WAINSCOT	QUIKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COOPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GA. PER LOCAL CODE REQUIREMENTS



APRIL 6, 2015

PROJECT NO. 1405

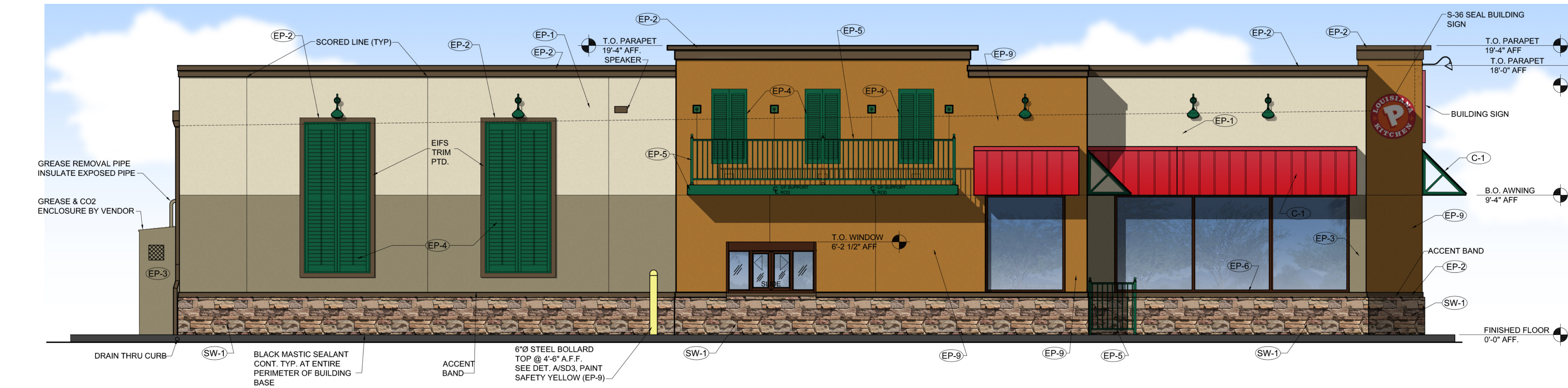


BARBES
BIDANJIRI
&
ASSOCIATES
ARCHITECTURE
PLANNING
INTERIOR DESIGN

3420 EAST SHEA BLVD.
SUITE 199
PHOENIX, ARIZONA 85028
602.952.2008
FAX 602.952.2168

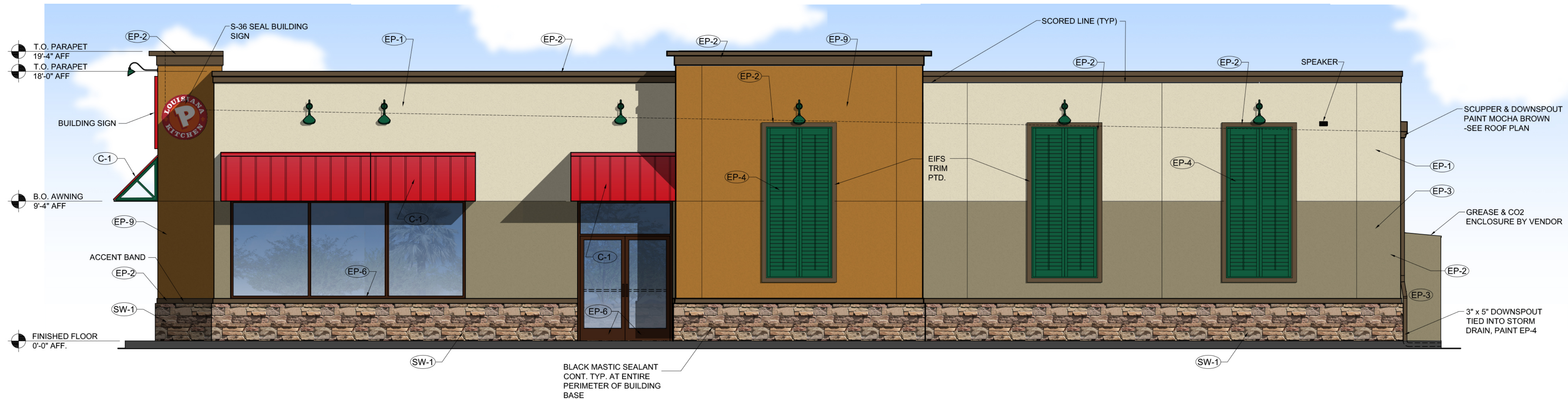
NEW BUILDING SHELL FOR :
POPEYES
ZINFANDEL VILLAGE
2817 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.
COPYRIGHT © 2015
BARBES-BIDANJIRI & ASSOCIATES, INC.



NORTH ELEVATION

1/4"=1'-0"



SOUTH ELEVATION

1/4"=1'-0"

EXTERIOR FINISH NOTES

E.I.F.S. WALL TEXTURE FINISH		STO COLORS
Manuf.	Texture	NA10-0016 - DELIGHTFUL GOLDEN
STO	STO ESSENCE SWIRL	NA01-0061 - EXOTIC RED
DRYVIT	QUARTZ PUTZ	NA10-0017 - MOCHA BROWN

FINISH NOTES		DRYVIT COLORS
THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SIGN VENDORS:		POPE051020 - DELIGHTFUL GOLDEN
* STANDING SEAM ROOF		POPE021028S - EXOTIC RED
* D/T WINDOW CANOPY RAILING		POPE031020S - MOCHA BROWN
* CLEARANCE BAR		
* MENU CANOPY		
* GUARD RAIL		
* AWNINGS		
* SHUTTERS		

THE FOLLOWING COMPONENTS TO BE MANUFACTURERS AND INSTALLED BY THE GENERAL CONTRACTOR	
* LADDER	
* DUMPSTER GATES	

EXTERIOR FINISH SCHEDULE						
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN LEVEL SURFACE ABOVE WAINSCOT ACCENT TRIM	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6133	MUSLIN	185 Low Lustre
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6104	KAFEE	185 Low Lustre
EP-3	MAIN WALL ACCENT	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6158	SAWDUST	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 3/4" X 60" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
		PAINT	25 3/4" X 119" VINYL SHUTTERS (Building)	L7S - VINYL	UNFINISHED	030 - PAINTABLE
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
EP-5 (ALT)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	# 2040 - 10	RAINFOREST FOLIAGE	P-29 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YB5N	DARK BRONZE	21-28 DAYS
EP-6 (ALT)	STORE FRONT GLAZING	BENJAMIN MOORE	METAL / PAINT	#64 (2134-20)	RM BRONZETONE	P-29 DTM Semi Gloss
EP-7	DUMSTER GATES	BENJAMIN MOORE	METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS	BENJAMIN MOORE	METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING	MOCHA BROWN	185 Low Lustre
EP-9	ACCENT WALL	SHEWIN WILLIAMS	PAINT OR EIFS FORMULA	SW #6370	SAUCY GOLD	185 Low Lustre
SW-1	STONE WAINSCOT	CORONADO STONE	OLD COUNTRY SIMULATED STONE VENEER	LEDGESTONE	BURNED OAK	NON-OVERLAPPING
SG-1	STONE WAINSCOT	QUIKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COOPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GA. PER LOCAL CODE REQUIREMENTS

EXHIBIT A

LICENSED ARCHITECT
BENJAMIN BARBES
C-26989
EXPIRES 8.31.16
STATE OF CALIFORNIA

APRIL 6, 2015

PROJECT NO. 1405

BARBES
BIDANJIRI
&
ASSOCIATES
ARCHITECTURE
PLANNING
INTERIOR DESIGN

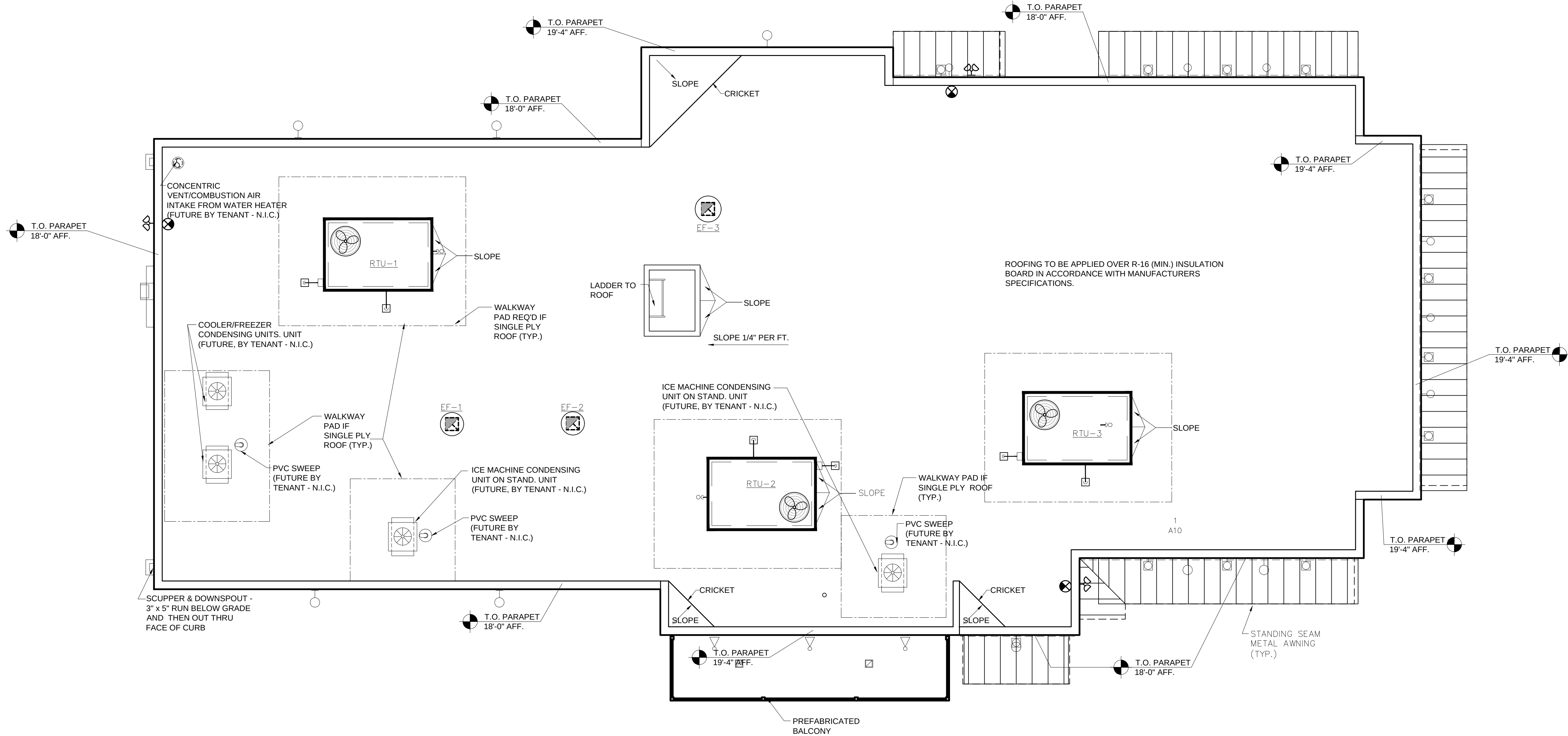
3420 EAST SHEA BLVD.
SUITE 199
PHOENIX, ARIZONA 85028
602.952.2008
FAX 602.952.2168

NEW BUILDING SHELL FOR :
POPEYES
ZINFANDEL VILLAGE
2817 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

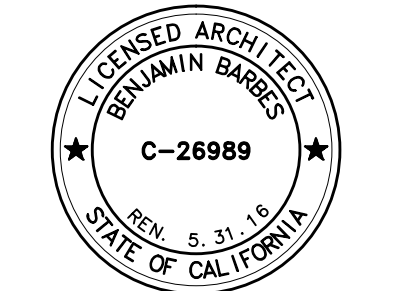
OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT, THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

COPYRIGHT © 2015
BARBES-BIDANJIRI & ASSOCIATES, INC.

DR-4
OF 5
69

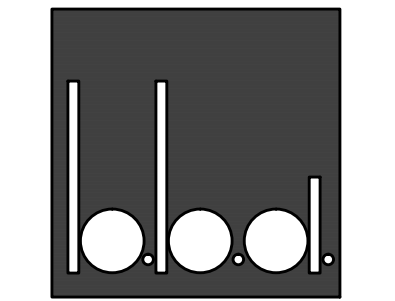


ROOF PLAN
SCALE : 1/4" = 1'-0"



APRIL 6, 2015

PROJECT NO. 1405



**BARBES
BIDANJIRI
&
ASSOCIATES**
ARCHITECTURE
PLANNING
INTERIOR DESIGN

3420 EAST SHEA BLVD., SUITE 199
PHOENIX, ARIZONA 85028
602.952.2008
FAX 602.952.2168

NEW BUILDING SHELL FOR :
POPEYES
ZINFANDEL VILLAGE
2817 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

COPYRIGHT © 2015
BARBES-BIDANJIRI & ASSOCIATES, INC.

POPEYES @ ZINFANDEL VILLAGE

7817 ZINFANDEL DRIVE, RANCHO CORDOVA, CALIFORNIA 95670

PLANTING NOTES

1. PLANTING SHALL CONFORM TO COUNTY REQUIREMENTS FOR LANDSCAPE SITE DEVELOPMENT.
2. PROVIDE MINIMUM SLOPE OF 1 ½% FOR POSITIVE DRAINAGE AWAY FROM CENTER IN ALL PLANTED AREAS.
3. THE PLANT QUANTITIES SHOWN ON THE DRAWINGS ARE INFORMATIONAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR FINAL QUANTITIES REQUIRED TO COMPLETE THE WORK. IN CASE OF DISCREPANCY, THE PLAN SHALL GOVERN.
4. ALL TREES SHALL BE PLANTED A MINIMUM OF 5' FROM UNDERGROUND UTILITIES.
5. ALL EXISTING TREES SHALL BE PROTECTED FROM DAMAGE OR INJURY. NO PARKING OR STACKING OF CONSTRUCTION MATERIAL IS ALLOWED WITHIN THE DRIPLINE OF AN EXISTING TREE.
6. IMMEDIATELY AFTER AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF SPECIFIED PLANT MATERIAL IS AVAILABLE FROM COMMERCIAL NURSERIES. IN THE EVENT THAT A PLANT IS NOT AVAILABLE, THE LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS. SUCH CHANGES WILL NOT ALTER THE CONTRACTOR'S ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
7. THE CONTRACTOR SHALL ENSURE THAT ALL EXCAVATED PLANT PITS HAVE POSITIVE DRAINAGE. PLANT PITS SHALL BE FULLY FILLED WITH WATER AND SHALL DRAIN WITHIN ONE (1) HOUR OF FILLING. THE CONTRACTOR SHALL EXCAVATE THROUGH ANY IMPERVIOUS LAYER IF ENCOUNTERED.
8. ALL PLANT MATERIAL SHALL COMPLY WITH ANSI Z601 'STANDARD FOR NURSERY STOCK'.
9. ROOT BARRIERS SHALL BE PROVIDED FOR ALL TREES WITHIN 10' OF ANY CURB AND/OR HARDSCAPE PAVEMENT.
10. ALL PLANTER AREAS SHALL RECEIVE A 3" LAYER OF BARK MULCH.
11. THE CONTRACTOR SHALL PROVIDE A SOILS REPORT PREPARED BY A QUALIFIED SOILS SPECIALIST AND SUBMIT TO THE OWNER FOR FINAL APPROVAL. SOILS SAMPLES SHALL BE COLLECTED AFTER ROUGH GRADING OPERATIONS AND PRIOR TO THE INSTALLATION OF PLANT MATERIAL. SOIL SAMPLES SHALL BE SUFFICIENTLY NUMEROUS TO ACCOUNT FOR ANY SOIL VARIATIONS THAT MAY BE PRESENT ON THE SITE. THE FOLLOWING MINIMUM ITEMS SHALL BE INCLUDED IN THE ANALYSIS:
 - A. INFILTRATION RATE.
 - B. SOIL TEXTURE.
 - C. CATION EXCHANGE CAPACITY.
 - D. SOIL FERTILITY INCLUDING TESTS FOR NITROGEN, POTASSIUM, PHOSPHOROUS, PH, ORGANIC MATTER AND SPECIFIC CONDUCTANCE (E.C.).
12. PRIOR TO PLANTING, SOIL AMENDMENTS SHALL BE ADDED PER RECOMMENDATIONS OF THE SOILS REPORT. SOIL AMENDMENTS SHOWN ON THE PLANS ARE TO BE USED FOR BIDDING PURPOSES ONLY. THE RESULTS OF THE SOILS TESTS THE CONTRACTOR PERFORMS SHALL DETERMINE ACTUAL AMENDMENTS.

PLANT LEGEND

SYM	BOTANICAL/ COMMON NAME	SIZE	QTY	REMARKS	WATER USE
	TREES				
	PISTACIA CHINENSIS/CHINESE PISTACHE*	15 GAL	9	STANDARD	LOW
	QUERCUS ILEX/HOLY OAK*	24" BOX	4	STANDARD	LOW
	*NOTE: 13 PARKING LOT TREES PROVIDED. MIN 30% EVERGREEN REQUIRED PER CITY CODE. 4 EVERGREEN SPECIES REQUIRED 4 EVERGREEN SPECIES PROPOSED				
	LAGERSTROEMIA INDICA TUSCARORA/CRAPE MYRTLE**	15 GAL	6	STANDARD	LOW
	RHAMPHOLEPIS MAGNIFICENT/INDIAN HAWTHORN	24" BOX	4	STANDARD	LOW
	**NOTE: 23 TOTAL TREES PROVIDED. MIN 25% 24" BOX SIZE REQUIRED PER CITY CODE. (6) 24" BOX SIZE REQUIRED (8) 24" BOX SIZE PROPOSED				
	SHRUBS/ GROUND COVER				
	CISTUS LADANIFER/ CRIMSON SPOT ROCKROSE	5 GAL	-		LOW
	DIETES VEGETA/ FORTNIGHT LILY	1 GAL	-		LOW
	MULENBERGIA RIGENS/ DEER GRASS	1 GAL	-		LOW
	RHAMPHOLEPIS INDICA 'JACK EVANS'/ INIA HAWTHORN	5 GAL	-		LOW
	STIPA TENUISSIMA/ MEXICAN FEATHER GRASS	1 GAL	-		LOW

TOTAL PLANTER AREA: 5,380 SQUARE FEET PROPOSED

WATER BUDGET CALCULATIONS

REFERENCE EVAPOTRANSPIRATION = 50.5 INCHES PER YEAR
MAWA = (ETo) (.62) [(7 x SF) + (.3 x SLA)]
= (50.5") (.62) [(7 x 5,380) + (.3 x 0)]
= 117,913 GALLONS PER YEAR

$$ETWU = (ETo) (.62) \left(\frac{PF \times HA}{IE} \right) + SLA$$

$$LOW PLANTS = (50.5) (.62) \left(\frac{.3 \times 5,380}{.85} \right) + 0 = 59,452 \text{ GALLONS PER YEAR}$$

TOTAL ETWU = 59,452 GALLONS PER YEAR MAWA = 117,913 GALLONS PER YEAR

ETWU < MAWA

PARKING TREE CANOPY SHADE PROVIDED

TREE	FULL	3/4	1/2	1/4
(30'-35' DIAMETER) PISTACHE, OAK	0 x 962 = 0	1 x 722 = 722	9 x 481 = 4,329	2 x 240 = 480

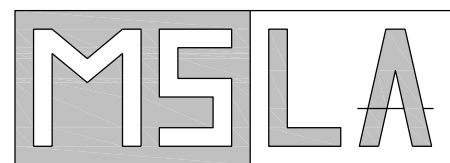
SHADE CALCULATIONS

(MINIMUM 50% SHADE COVERAGE REQUIRED AT TREE MATURITY)

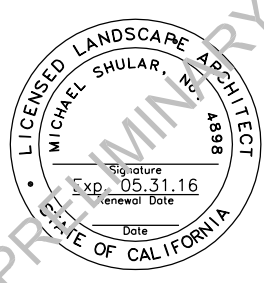
PAVED AREA: 10,630 SF	TOTAL SHADE PROVIDED: 5,531 SF	SHADE PERCENTAGE: 50%
-----------------------	--------------------------------	-----------------------

PRELIMINARY LANDSCAPE PLAN

APRIL 3, 2015



LANDSCAPE ARCHITECTURE
306 Canyon Falls Dr. Folsom, CA 95630
ph/fax 916.989.3372 www.msladesign.com



SHEET

P1

OF
TOT

1

71

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a Design Review Permit, to construct a 2,695 square foot Popeye's Restaurant as described in the City Council staff report dated May 18, 2015 and the approve plan set (Exhibit A) with the conditions herein, for project number DD8563.	Project Description	On-Going	Planning	
2.	This project shall also comply with the Zinfandel Village improvement requirements outlined in Resolution 6-2015. This involves onsite improvements, drive-through standards, and landscaping.	Zinfandel Village Improvements	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, 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.	General	On-Going	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Finance	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
6.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	General	On-Going	Public Works	
7.	Any temporary signage in connection with special promotions and business openings shall be permitted for a period not to exceed 60 days in accordance with Chapter 23.743 Signs and may be subject to the issuance of Temporary Use Permit.	Signage	On-Going	Planning	
8.	Should any formal complaints be submitted in regards to the impacts of this facility, the operation will be reevaluated by the Planning Department. This re-evaluation may involve an amendment to the approved plans or scope, additional studies (noise, air quality, traffic), or the revocation of the permit.	Security	On-Going	Planning/Police	
9.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning	
At Improvement Plans/Grading Permit Issuance					
10.	The Conditions of Approval shall be listed on a plan sheet that is included in the construction plan set (Grading, Utility, Landscape and Building Plans). Two annotated copies of the Conditions of Approval specifying how each applicable condition has been satisfied prior to issuance of construction permits or certificate of occupancy.	General	At Improvement Plans/ grading permit issuance or Building Permit. Whichever comes first	Planning/ Building/ Public Works	
11.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	General	Prior to approval of improvement plans	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
12.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works	
13.	Number, size, and location of driveways are subject to approval by the Public Works Department	Infrastructure	Prior to approval of improvement plans	Public Works	
14.	Incorporate permanent stormwater quality treatment measures into the site improvement plans in conformance with applicable County ordinances & standards, and state and federal law	Infrastructure	Prior to approval of improvement plans	Public Works	
15.	Any vegetation damaged or destroyed by construction activities shall be replaced with like or comparable plant materials, and if damage occurs off-site, the replacement plants shall be approved by the property owner and the Planning Department, prior to occupancy approval in accordance with Zoning Code 23.716.080.	Landscaping	At Improvement Plans/ grading permit issuance	Planning/Public Works	
Prior to Issuance of Building Permits					
16.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the SWU annexation not to exceed \$7,000 per annexation.	Improvements	Prior to issuance of building permit.	Public Works	
17.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing	Improvements	Prior to issuance of	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2008-1 (Street Lighting and Road Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant.		building permit.		
18.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Remove and replace existing rolled curb and gutter on entire property frontage with new vertical curb per City standard. Remove and replace all sidewalk to meet ADA requirements and meet the new curb grade per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. • Improvements to Olson Drive access: Allowed movements at driveways fronting Olson Drive are limited to right-in, right-out and left-in only. Left turns out of driveways to Olson Drive shall not be allowed. Access shall be controlled through the use of signage, median curbs, striping or other means. • Improvements to Zinfandel Drive access at the driveway nearest to proposed Pad A and providing direct access to Target shopping center: Allowed movements at this driveway fronting Zinfandel Drive are limited to right-in and right-out only. Left turns into or out of this driveway shall not be allowed. Access shall be controlled through the use of signage, median	Improvements	Prior to issuance of Building Permits	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	curbs, striping or other means. • Increase the storage space of the westbound left turn pockets on Olson Drive approaching Zinfandel Drive. The improvement shall be accomplished through installation of new striping and median curb. The street shall be slurry sealed to limits determined by the Public Works Department to remove prior striping configurations and provide an aesthetically appealing finished product. • Utility laterals • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Plans shall be completed to the satisfaction of the Public Works Department prior to issuance of the first building permit. • Public improvements shall be installed, completed and accepted to the satisfaction of the Public Works Department prior to final building inspection of the first unit.				
19.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
20.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building Permits	Planning	
21.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-	Architectural	Prior to Issuance of Building Permits	Planning	

DRAFT- Popeye's Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.				
22.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
23.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding	
24.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding/Public Works	
25.	Trash Enclosures shall comply with zoning code and Republic Services, Inc. standards regarding enclosure design, access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view.	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding	
26.	A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Community Development Director prior to issuance of building permits and/or any installation of landscape materials for projects as identified in RCMC 23.716.020 (Applicability). The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect. Final	Landscaping	Prior to Issuance of Building Permits	Planning/Pu blic Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	plans would show exact locations and irrigation for trees, shrubs, and ground cover consistent with plants listed in RCMC 22.180.080.				
27.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	Prior to Issuance of Building Permits	Planning/ Building	
28.	All new buildings shall be reviewed and approved by Sacramento Metro Fire Department.	Safety	Prior to Issuance of Building Permits	Metro Fire	
Prior to Certificate of Occupancy					
29.	In addition to the conditions of approval must be completed in accordance with their implementation timing prior to final inspection. This applies to all applicable conditions approved under the Zinfandel Villages use permit and design review per Resolution 6-2015.	Environmental	Prior to Certificate of Occupancy	Planning	
30.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Mapping	Prior to final building inspection of the first unit	Public Works	
31.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction	Planning/Pu blic Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
			Permits		

General Information and Compliance Items:

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

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).
6. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
7. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 6-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING ZINFANDEL VILLAGE CONDITIONAL USE PERMIT, MAJOR DESIGN
REVIEW, AND EXCEPTION - PROJECT NO. DD8440**

WHEREAS, On February 14, 2014 Ben Barbes and Pacific Castle (referred to as the Applicant) filed a formal submittal to propose façade improvements to the existing shopping center that would include the removal of a portion of the north end of the main building, the demolition of an existing restaurant, two new commercial pads with drive-throughs, an enhanced connection from Zinfandel Drive to the Target shopping center, reconfigured parking area, and a new unified sign program for the Zinfandel Village shopping center located at 2817, 2821 and 2863 Zinfandel Drive. (Assessor's Parcel Number: 072-0330-018-0000, 072-0330-019-000, and 072-0330-022-0000); and

WHEREAS, on July 15, 2014, the Rancho Cordova City Council conducted a study session to discuss drive-through design and future locations. While a determination was not made for the project, staff was given insight into the Council's priorities for drive-through design. From this dialogue, the applicant agreed to revise the project's design to reflect the design principals discussed at the study session; and

WHEREAS, on October 15, 2014 the applicant resubmitted a plan that included two new drive-through aisle design as well as a supportive Traffic Study based on that new design; and

WHEREAS, this project was reviewed by all applicable City departments and agencies for comments and conditions; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Zinfandel Village Conditional Use Permit, Design Review Permit, and an Exception (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finding: Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is exempt per 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), as supported by the following:

Evidence: CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." An EIR was certified by the City Council for the adoption of the City of Rancho Cordova General Plan (SCH 2005022137).

The project would develop the site consistent with the site's General Plan land use designation of commercial mixed-use in the Folsom Boulevard Planning Area (FBPA) and zoning designation of FB-CMU (Folsom Boulevard – Commercial Mixed Use). Furthermore, the project would be consistent with the goals and policies contained in the General Plan and would not increase the development densities analyzed in the General Plan EIR. A traffic study was submitted that analyzed the potential impacts of two new drive-throughs near the corner of Zinfandel Drive and Olson Drive. The results of the traffic study indicated the new drive-throughs would create a less than significant impact to the current level of services. Future build out of the project site, including improvements to Zinfandel Drive and Olson Drive, were previously analyzed as part of the Folsom Boulevard Specific Plan Mitigated Negative Declaration.

No potential new impacts related to the project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the proposed project will have a significant adverse effect on the environment. Therefore, the proposed project qualifies for the exemption under CEQA Guidelines Section 15183 and no further environmental review is required.

- B. Approve the Conditional Use Permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.134.030 and evidence as follows:

1. 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 proposed improvements and commercial pads have been designed to follow all Folsom Boulevard Specific Plan regulations and provisions in the Rancho Cordova Municipal Code. The project site is located along Zinfandel Drive and Olson Drive, between Folsom Boulevard and Olson Drive. The site currently has access to all main streets, sidewalks and is in close proximity to public transit (Zinfandel Light-Rail Station). The project will enhance the existing drive aisle to connect motorist and pedestrians to the adjacent town center while parking lot improvements will enhance onsite circulation. The project has been conditioned to minimize any impacts from construction and/or operation of the new establishment.

2. 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: The proposed project will fit within the existing adjacent land uses and will compliment these uses by providing improvement infrastructure and supportive commercial development. The project parking is designed to integrate into the surrounding circulation to facilitate movement of autos and pedestrians between main streets and shopping centers. The applicant has also applied for an Exception under the Folsom Boulevard Specific Plan to allow a slightly shorten drive-through aisle along Olson Drive and an increase in the maximum main frontage setback to accommodate the drive-through designs. The findings for the Exception are listed below.

3. Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: The existing center currently has access to all public facilities. The proposed improvements and new commercial pads will have access to all required public facilities (water, sewer, solid waste, electric, etc.).

4. Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

Evidence: The project has been designed to meet all of the applicable standards of the General Plan, Folsom Boulevard Specific Plan, Municipal Code, and Design Guidelines. To ensure compliance with all standards, the project has been conditioned to guarantee these standards are achieved before any building permit can be issued.

5. 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, where feasible.

Evidence: The proposed project has been designed to meet all applicable standards, regulations, and provisions of the Zoning Code of the City of Rancho Cordova. While staff is not aware of any existing building nonconformity, all future construction would be subject to review and approval by the Building Department and Sacramento Metro Fire.

- C. Approve the Design Review permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.141.050 and evidence as follows:

1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the Folsom Boulevard Specific Plan, the Zoning Code, the Municipal Code, and the General Plan. The project site is located within the Folsom Boulevard Specific Plan Olson Opportunity Site and the Downtown Overlay zone. The project consists of enhanced commercial center with two new 2,500 square foot commercial pads with drive-throughs that are in keeping with the Olson Opportunity Site, the Downtown Planning Area and all applicable standards, and guidelines.

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

Evidence: The proposed design includes a new façade, enhanced town center connection, two new commercial pads with drive-throughs, reconfigured parking area, landscaping, and frontage improvements. These designs will enhance the character of the project site by modernizing an aging shopping center to encourage more commercial and other services. The building's façade and use

of color and material are consistent with the City's Design Guidelines for commercial and community facility projects.

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

Evidence: The design and proposed use of the project is established clearly within the submitted application for Major Design Review, Conditional Use Permit and Exception. The design and use are consistent with the existing businesses in the area which consist of retail, restaurants, personal services (salons, etc.), along Zinfandel Drive and Olson Drive. The design, color, and materials are compatible with the character and of existing development and have been designed to foster a more human scale façade.

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

Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the layout will be similar to the current conditions. The project has been conditioned to improve safety for pedestrians coming from the main streets or that utilize the Zinfandel Light Rail Station. Also improvements will be made to the existing sidewalks and right-of-way along the project site in accordance with all local standards.

- D. Approve the Exception subject to the Conditions of Approval herein, and subject to the findings as defined by the Folsom Boulevard Specific Plan Chapter 3 Section D and evidence as follows:

1. Finding: The proposed project qualifies for an Exception by meeting at least four of the six conditions required for granting of an Exception as defined above.

Evidence: As described in the associated Staff Report dated January 20, 2015, the project will comply with four of the six required conditions. The project proposes to revitalize an aging shopping center that will improve the aesthetics and health and safety for all motorists and pedestrians.

2. Finding: 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.

Evidence: The improvements to the existing commercial center are in keeping with the intent of the Olson Opportunity Site and Downtown Planning Area. The improvements will enhance an aging shopping center that will intensify the sites commercial capabilities. Since the Olson Opportunity Site and Downtown Planning Area encourages primarily commercial uses in an dense urban setting, the project enhances the vision of the area as being a hub for existing and future customers.

3. Finding: 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.

Evidence: While some of the financial specifics were difficult to estimate, the applicant did provide an initial assessment of the results of this project's approval. This includes new tenants for the commercial pads, new employee projections, and estimated tax revenue for the City. The project has been conditioned to improve both onsite and offsite circulation, that will minimize pedestrian and automotive conflicts.

4. Finding: 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 precedent for other project requests.

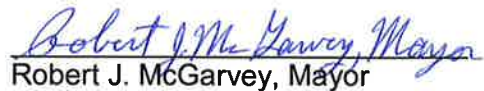
Evidence: The approval of the Exception will not adversely affect the similar neighboring commercial development or nearby interests. The Exception is for minor deviations in the drive-through aisle distance and maximum setback that are intended to improve public health and safety by minimizing potential pedestrian and motorist conflicts.

5. Finding: Granting the Exception will not endanger the public health and safety.

Evidence: The granting of the Exception will allow slight deviations to the Folsom Boulevard Specific Plan maximum setback standard to ensure the drive-through aisle designs do not conflict with pedestrian or motorist traffic from either of the main streets. While the maximum setback distance will be exceeded, the project is conditioned to include pedestrians gathering areas between the new commercial buildings and pedestrian sidewalks. These areas will improve pedestrian circulation while providing a visible gathering area that adheres to many Specific Plan and General Plan goals for the area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of January, 2015 by the following vote:

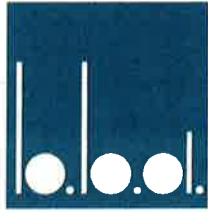
AYES: Budge, McGarvey, Sander, Terry.
NOES: Skoglund.
ABSENT: None.
ABSTAIN: None.


 Robert J. McGarvey, Mayor

ATTEST:


 Mindy Cuppy, MMC, City Clerk

EXHIBIT A



**BARBES •
BIDANJIRI &
ASSOCIATES, INC.**
ARCHITECTURE ■ PLANNING

3420 East Shea Boulevard
Suite 199
Phoenix, Arizona 85028
602 • 952 • 2008
Fax 602 • 952 • 2168

September 30, 2014

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

Re: Zinfandel 50 Center Remodel
2817 through 2863 Zinfandel Drive
Rancho Cordova, California 95670

PROJECT NARRATIVE

The existing Zinfandel 50 Center located at the north east corner of Zinfandel Drive and Olson Drive, was built in multiple phases during the late 1970's. The center, which consists of two buildings totaling 40,000 square of both retail and restaurant spaces. The main building is 35,400 square feet and the Waffle House is 4,600 square feet. There is also a Burger King Restaurant which is 3,200 square feet and has a drive through lane and is under a different and separate ownership.

This center has gone through many remodels and modifications since its construction and has lost any cohesive design character it may have had. The new owner acquired the center last year and wishes to substantially modify the center to promote leasing and present a more cohesive design character.

The following is an outline of the proposed major items planned to be modified as part of this 'Design Review' application:

1. Demolish approximately 3,200 square feet of the northern most portion of the main building to create a wider access window along the north driveway.
2. Widen the north driveway (drive between grocery store and the center) from 25 feet to 30 feet and widen the driveway entrance at Zinfandel Drive.
3. Demolish the existing Waffle House Café (2817) along Zinfandel Drive and create a pad for a new restaurant with a drive through lane. We will need a 'Conditional Use Permit' approval for this pad which will be occupied by 'Popeyes Louisiana Kitchen.

EXHIBIT A

Zinfandel 50 Center
September 30, 2014
Page 2

4. Expand the front of the main building to create a lease space for 'anchor' tenants and add approximately 5,300 square feet. This expansion would entail creation of a new entry canopy and façade for the building.
5. The existing parking area along Olson Drive (south side) would be modified to create a pad site for a new restaurant use with a drive through lane. This pad will also require a 'Conditional Use Permit' approval (see attached applications) for the drive through lanes.
6. Remodel the entire main building to provide a new, cohesive design character throughout. This scope would create a new roof profile and façade. Proposed materials would include stone veneers, integral colored concrete tile and 'smooth' stucco finishes.
7. Modification of the parking, drive aisles and landscaping areas to provide for ADA accessible paths of travel to both Olson Drive and Zinfandel Drive. Additionally, the proposed changes entail creation of 'outdoor' patio areas for restaurant tenants.
8. Install new pylon or monument signs along both Olson Drive and Zinfandel Drive and new tenant signs.
9. Modify and upgrade existing utilities including water, sewer, gas, electric, and telephone.

The (2) pad sites with drive through lanes are shown for general site plan conformance but will require 'design review' approval when individual, specific tenants apply for building permits. The landlord would like to request an expedited approval process for these buildings since application fees have already been submitted and the site plan has been modified to accommodate the drive through restaurants.

The center will be upgraded to meet new energy conservation standards and 'green building' codes. This will help save energy and provide for a more sustainable environment.

As part of the remodel, the building will have a complete new roof membrane and new roof-mounted equipment including new air conditioning units and mechanical equipment. Most of the new equipment will be installed as part of the new tenant improvements which will be under separate permits executed when the spaces are leased.

All of the related work will have tangible benefits to the surrounding community and Rancho Cordova as a whole and to the revitalization of the intersection at Zinfandel and Folsom Boulevard. It will also create a pleasant shopping environment that further solidifies the immediate trade area as the retail hub of the city. In turn, this revitalization

EXHIBIT A

Zinfandel 50 Center
September 30, 2014
Page 3

should generate new tax dollars, not only as part of the remodel and construction, but also property taxes and sales taxes, which will increase. These taxes will therefore provide for both immediate and long term tax revenue for the City of Rancho Cordova.

Based upon the above stated factors, the owner, Pacific Castle, is requesting 'Design Review' approval by the City of Rancho Cordova, California.

Respectfully submitted by,

A handwritten signature in blue ink that reads "Benjamin Barbes". The signature is fluid and cursive, with the first and last names being clearly legible.

Benjamin Barbes / Architect
Barbes-Bidanjiri & Associates, Inc.



EXHIBIT A

PROJECT NO. 204

PROPOSED NO. 204



BARBES
BODANIR
ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

2400 EAST 98TH AVE.
SUITE 100
RANCHO CORDOVA, CALIFORNIA 95670
PHONE: (916) 852-2009
FAX: (916) 852-2188

2821 - 2863 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

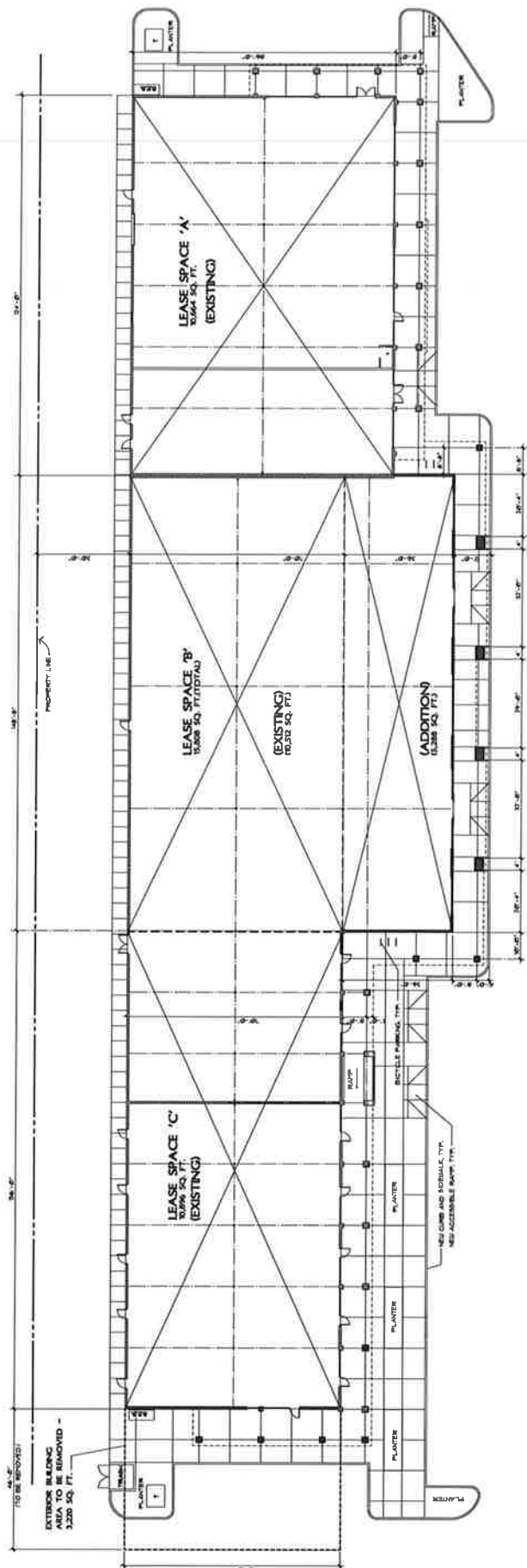
ZINFANDEL VILLAGE

THE REMODEL OF :

ATTACHMENT 2

REVISIONS TO EXISTING
DRAWINGS AND PROPOSED
CHANGES TO THE
PROJECT. THIS DRAWING
IS A PART OF THE
PROJECT AND IS TO BE
USED IN CONJUNCTION
WITH THE OTHER
DRAWINGS AND
SPECIFICATIONS.
NO PART OF THIS
DRAWING IS TO BE
REPRODUCED OR
TRANSMITTED IN ANY
FORM OR BY ANY
MEANS, ELECTRONIC
OR MECHANICAL,
INCLUDING PHOTOCOPYING,
RECORDING, OR BY
ANY INFORMATION
SYSTEM, WITHOUT
PERMISSION IN WRITING
FROM THE ARCHITECT.
DATE: 02/15/2017
BY: [Signature]

DR-2
of 4



FLOOR PLAN
SCALE: 1/8" = 1'-0"

© 2007 by The McGraw-Hill Companies, Inc.

ZINFANDEL VILLAGE

THE REMODEL OF :

3420 EAST SHEA BLVD

BARBES

PROJECT NO. 1304

SEPT. 25, 2014

- MATERIAL/COLOR KEY :**
- ① EIFS - SH 433 - "HUB"™
 - ② EIFS BASE - SH 655 - "MILKCHOC"™
 - ③ EIFS CAP - SH 654 - "COCOE"™
 - ④ EIFS - SH 432P - "SLIM"™
 - ⑤ EIFS - SH 251 - "AURORA BROWN"
 - ⑥ EIFS - CONCRETE - SH 404S - "VENICE TONAL"
 - ⑦ STONE VENEER - CONCRETO - "LEUCE STONE"
 - ⑧ OLD COUNTRY BURNED OAK
 - ⑨ CONCRETE TILE - "EAGLE ROOFING" - CAMPTON
 - ⑩ CONCRETE TILE - "EAGLE ROOFING" - CAMPTON
 - ⑪ ANOD ALUM STAINMENT - DARK BRONZE
 - ⑫ CLEAR GLAZING



NOTES :

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ANY OTHER APPLICABLE CODES.

PROJECT NO. 2014

**BARBES
BDANIRI
&
ASSOCIATES**
ARCHITECTS
PLANNING
INTERIOR DESIGN

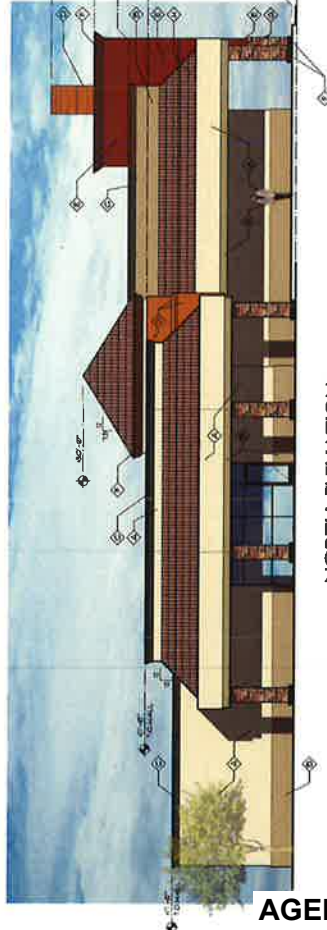
340 EAST 2ND AVE.
SUITE 200
PHOENIX, ARIZONA 85001
TEL: 602.258.2008
FAX: 602.258.2009



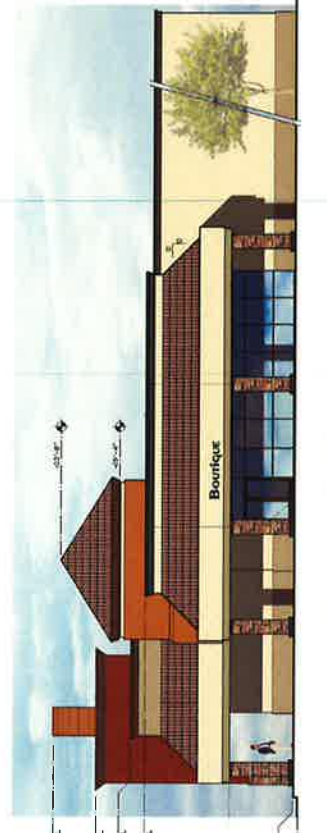
WEST ELEVATION (SOUTH HALF)
SCALE : 1/8" = 1'-0"



WEST ELEVATION (NORTH HALF)
SCALE : 1/8" = 1'-0"



NORTH ELEVATION
SCALE : 1/8" = 1'-0"



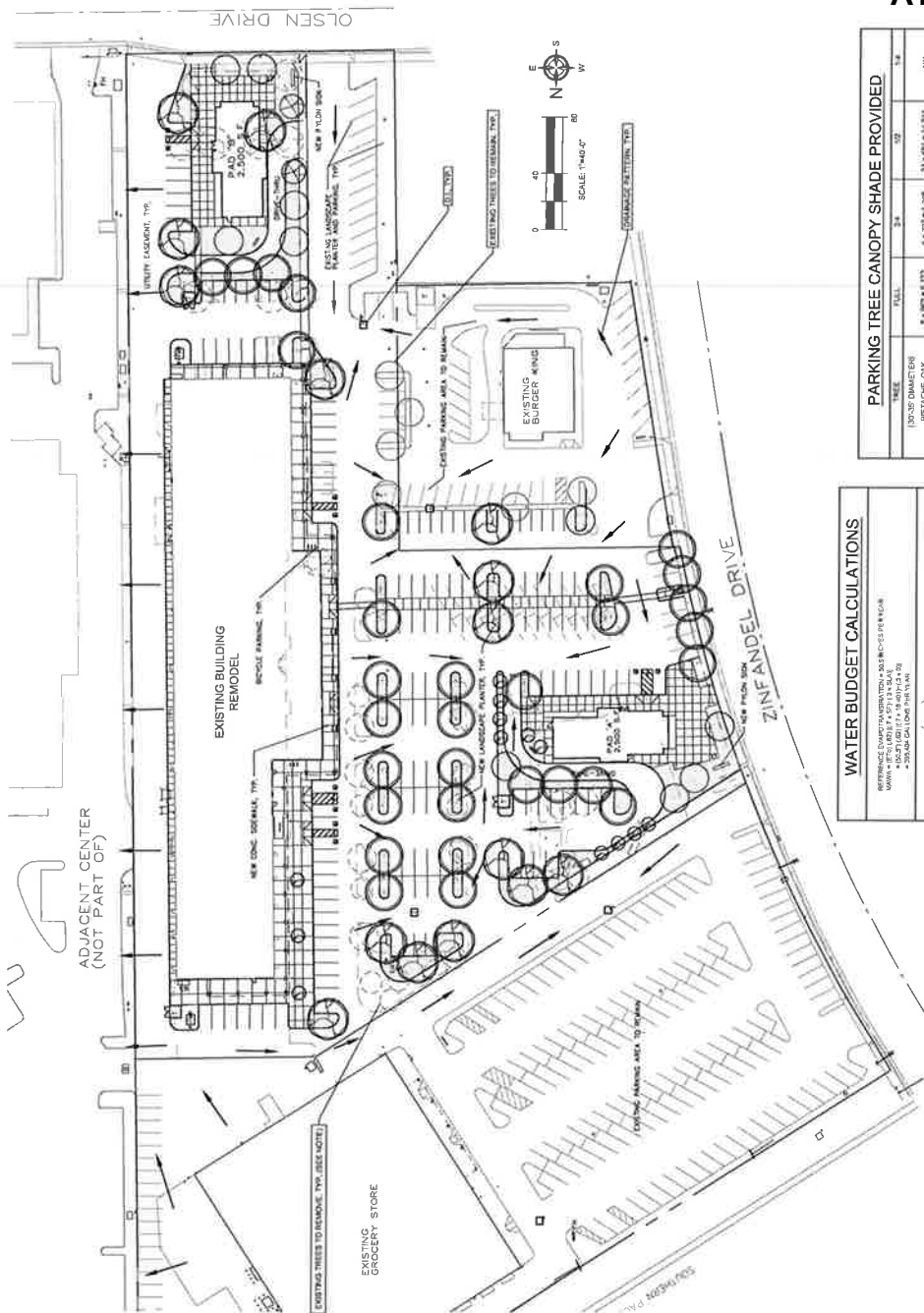
SOUTH ELEVATION
SCALE : 1/8" = 1'-0"

ZINFANDEL VILLAGE
THE REMODEL OF
2821 - 2863 ZINFANDEL DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

ATTACHMENT 2
DR-3
OF 4

2821-2853 ZINFANDEL DRIVE, RANCHO CORDOVA, CALIFORNIA 95670

EXHIBIT A



PARKING TREE CANOPY SHADE PROVIDED				
TREE	FALL	3-4	5-6	7-8
130-35" DIAMETER PISTACHE OAK	5 + 102' = 112'	4 + 72' = 116'	31 + 481' = 1431'	N/A

SHADE CALCULATIONS		
(MINIMUM 5% SHADE COVERAGE REQUIRED AT TREE MATURITY)		
SHADE/2 AREA =	88,820 SQ. FT.	TOTAL SHADE COVERAGE REQUIRED = 44,410 SQ. FT.
SHADE/2 PERCENT =	100%	SHADE/2 PERCENT = 100%

[illegible]

UNIT	P1	OF TOTAL	1
------	----	----------	---

PRELIMINARY LANDSCAPE PLAN

LAIVD
OCTOBER 7 2014

PLANTING NOTES

1. PLANTING SHALL CONFORM TO COUNTY REQUIREMENTS FOR LANDSCAPE SITE DEVELOPMENT.
2. PROVIDE MINIMUM SLOPE OF 2% FOR POSITIVE DRAINAGE AWAY FROM CENTER IN ALL PLANTED AREAS.
3. ALL PLANTINGS SHOWN ON THE DRAWINGS ARE INFORMATIONAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR FINAL DETERMINATION OF PLANTING REQUIREMENTS, INCLUDING THE TYPE AND PLANT SELECTION.
4. ALL TREES SHALL BE PLANTED AT A MINIMUM OF 8' FROM UNDERGROUND UTILITIES.
5. ALL TREES SHALL BE PLANTED AT A MINIMUM OF 10' FROM EXISTING DRIVEWAYS.
6. WATERING IS ALLOWED WITHIN THE GROUNDLINE OF AN EXISTING TREE.
7. IMMEDIATELY AFTER AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT BY E-MAIL THAT THE CONTRACTOR HAS BEEN AWARDED THE CONTRACT. THE CONTRACTOR SHALL PROVIDE A WRITTEN SCHEDULE FOR THE PLANT MATERIAL IS AVAILABLE FROM COMMERCIAL NURSERIES. IN THE EVENT THAT A PLANT IS NOT AVAILABLE, THE CONTRACTOR'S ORIGINAL, WRITTEN EXPLANATION MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL OBTAIN ALL PLANT MATERIAL WITHIN ONE (1) MONTH OF PLANTING. THE CONTRACTOR SHALL EXCHANGE ALL PLANT MATERIAL WITH WATER AND SHALL WATER WITHIN ONE (1) HOUR OF PLANTING. THE CONTRACTOR SHALL EXCHANGE ALL PLANT MATERIAL IMMEDIATELY IF DISCOVERED.
8. ALL PLANT MATERIAL SHALL COMPLY WITH ANSI Z601.2 STANDARD FOR NURSERY STOCK:
 - a. ROOT BARBERS SHALL BE PROVIDED FOR ALL TREES WITHIN 6' OF ANY CURB AND/OR HARDSCAPE ELEMENT.
 - b. ALL PLANT MATERIAL SHALL BE RECEIVED AT A MINIMUM OF 2" LAYER OF BANK MULCH.
9. THE CONTRACTOR SHALL PROVIDE A SAMPLE SOIL REPORT PREPARED BY A QUALIFIED SOIL SPECIALIST AND SUBMIT TO THE OWNER FOR FINAL APPROVAL. SAMPLES SHALL BE COLLECTED AFTER TROUGH GRADING OPERATIONS AND PRIOR TO PLANTING. SOIL SAMPLES SHALL BE COLLECTED FROM THE FOLLOWING AREAS:
 - a. 1' FROM THE CURB OR DRIVEWAY.
 - b. 1' FROM THE PLANTING AREAS THAT MAY BE PRESENT ON THE SITE.THE FOLLOWING MINIMUM TESTS SHALL BE INCLUDED:
 - a. NITRIFICATION RATE
 - b. AVAILABLE NITROGEN
 - c. CATION EXCHANGE CAPACITY
 - d. SOIL pH
 - e. SOIL TESTS INCLUDING TESTS FOR NITROGEN, POTASSIUM, PHOSPHORUS, PH, ORGANIC MATTER, AND AVAILABLE PHOSPHORUS
10. PRIOR TO PLANTING, SOIL AMENDMENTS SHALL BE USED FOR RECOMMENDATIONS ON THE SOIL REPORT. SOIL AMENDMENTS SHOWN ON THE PLANS ARE TO BE USED FOR BIDDING PURPOSES ONLY. THE RESULTS OF THE SOIL TESTS SHALL BE USED TO DETERMINE THE APPROPRIATE SOIL AMENDMENTS TO BE USED FOR PLANTING.

PLANT LEGEND

SYM	BOTANICAL COMMON NAME	SIZE	QTY	REMARKS	WATER USE
	TREES				
	SHRUBS				
	GROUNDCOVER				
	CLIMBERS				
	VINING PLANTS				
	WATER FEATURES				
	ROCKS				
	MULCH				
	SOIL				
	FERTILIZER				
	PEST CONTROL				
	IRRIGATION				
	LIGHTS				
	SIGNS				
	BENCHES				
	TABLES				
	CHAIRS				
	UMBRELLAS				
	FIRE PITS				
	FOUNTAINS				
	PONDS				
	STREAMS				
	WATERFALLS				
	BRIDGES				
	GATES				
	WALLS				
	FENCES				
	PATHS				
	STAIRS				
	RAMPS				
	DECKS				
	PATIOS				
	TERRACES				
	LAWNS				
	GARDEN BEDS				
	FLOWER BEDS				
	VEGETABLE GARDENS				
	HERB GARDENS				
	FRUIT GARDENS				
	ORNAMENTAL GARDENS				
	BONSAI GARDENS				
	ROCK GARDENS				
	WATER GARDENS				
	ZEN GARDENS				
	JAPANESE GARDENS				
	ENGLISH GARDENS				
	FORMAL GARDENS				
	INFORMAL GARDENS				
	COTTAGE GARDENS				
	PARK GARDENS				
	PUBLIC GARDENS				
	PRIVATE GARDENS				
	SCHOOL GARDENS				
	COMMUNITY GARDENS				
	URBAN GARDENS				
	SUBURBAN GARDENS				
	RURAL GARDENS				
	WILDERNESS GARDENS				
	DESERT GARDENS				
	TROPICAL GARDENS				
	MEDITERRANEAN GARDENS				
	COLONIAL GARDENS				
	VICTORIAN GARDENS				
	ART DECO GARDENS				
	MODERN GARDENS				
	CONTEMPORARY GARDENS				
	TRADITIONAL GARDENS				
	HISTORIC GARDENS				
	CULTURAL GARDENS				
	RELIGIOUS GARDENS				
	MEMORIAL GARDENS				
	PEACE GARDENS				
	LOVE GARDENS				
	FRIENDSHIP GARDENS				
	UNITY GARDENS				
	HARMONY GARDENS				
	BALANCE GARDENS				
	TRANQUILITY GARDENS				
	SERENITY GARDENS				
	PEACEFUL GARDENS				
	QUIET GARDENS				
	SOLITUDE GARDENS				
	REFLECTION GARDENS				
	INSPIRATION GARDENS				
	CREATIVITY GARDENS				
	IMAGINATION GARDENS				
	FANTASY GARDENS				
	ENCHANTED GARDENS				
	MAGICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTERIOUS GARDENS				
	MYSTIC GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				
	MYSTICAL GARDENS				

TOTAL PLANTER AREA: 16,401 SQUARE FEET PROPOSED

SYSTEMIC IMPACT TO BENEFIT

CHAPPEL HILL
FLOWERING PEAR
LONDON PLANE
STAR WASHINGTON
CHINESE PISTACHE
CHINESE TALL OAK

— 1 —



MSLA LANDSCAPE ARCHITECTURE
3006 Canyon Fields Dr., Folsom, CA 95630
Tel: 916/439-3333 Fax: 916/439-3333
www.mslalandscape.com

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
General Conditions					
1.	The approved entitlement is for a Condition Use Permit (CUP), Design Review Permit, and Exception to construct façade improvements to the existing shopping center that would include the removal of a portion of the north end of the main building, the demolition of an existing restaurant, two new commercial pads with drive-throughs, an enhanced connection from Zinfandel Drive to the Target shopping center, reconfigured parking area, new landscaping, frontage improvements and a new Unified Sign Program, as described in the City Council staff report dated January 20, 2015 and Project Plans (Exhibit A) with the conditions herein, for project number DD8440.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, 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.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and	General	On-Going	Planning/ Building /Public Works	

City Council
January 20, 2015

Page 1 of 12

Zinfandel Villages
Conditional Use Permit, Design Review and Exception

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.				
4. Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
5. The final design of the two proposed commercial buildings with drive-throughs will be subject to the submittal of a Design Review Permit to be reviewed by the City Council for approval prior to construction.	Design Review	On-Going	Planning	
6. Temporary signs may require the issuance of a Temporary Use Permit (TUP). Please contact the Planning Department for more details prior placement of any signage.	Signage	On-Going	Planning	
7. Applicant shall be responsible for all damage to City streets associated with	Compliance	On-Going	Public Works	

City Council
January 20, 2015

Page 2 of 12

Zinfandel Villages
Conditional Use Permit, Design Review and Exception

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
construction of the project and shall repair any damage as soon as possible.				
8. Should any formal complaints be submitted in regards to the impacts of this facility, the operation will be reevaluated by the Planning Department. This re-evaluation may involve an amendment to the approved plans or scope, additional studies (noise, air quality, traffic), or the revocation of the permit.	Compliance	On-Going	Planning/Police	
9. All reciprocal access and parking agreements shall be maintained and updated to reflect the new project layout. A copy of the recorded agreements shall be given to the Planning Department.	Compliance	On-Going	Planning/Public Works	
At Improvement Plans/Grading Permit Issuance				
10. The Conditions of Approval (and Mitigation Measures) shall be listed on a plan sheet that is included in the construction plan set (Grading, Utility, Landscape and Building Plans).	General	Prior to Improvement Plans	Planning/Building/Public Works	
11. Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	General	Prior to approval of improvement plans	Public Works	
12. Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility User Fee District, or other financial mechanism as	Infrastructure	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.				
13. Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	Infrastructure	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

CONDITIONS OF APPROVAL

EXHIBIT B

ATTACHMENT 2

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
14. Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works	
15. Number, size, and location of driveways are subject to approval by the Public Works Department	Infrastructure	Prior to approval of improvement plans	Public Works	
16. A minimum 5-foot sidewalk shall be added to the private drive aisle connection from the main building to the sidewalk along Zinfandel Drive.	Infrastructure	Prior to approval of improvement plans	Public Works/Planning	
17. If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, parking areas, or other disturbed areas cumulative for all phases of the work) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Paving	Prior to approval of improvement plans	Public Works	
Prior to Issuance of Building Permits				
18. Applicant shall complete improvement plans to the satisfaction of the Public Works Department addressing property frontage. Improvement plans shall include, but shall not be limited to:	Infrastructure	Prior to issuance of Building Permits	Public Works	
- All onsite civil improvements. - Civil plan shall include an ADA access plan - All facilities, including but not limited to, sidewalk, driveways, etc. shall be				

City Council
January 20, 2015

Page 5 of 12

Zinfandel Villages
Conditional Use Permit, Design Review and Exception

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
upgraded to meet current ADA requirements and City Standards. - Remove and replace existing rolled curb and gutter on entire property frontage with new vertical curb per City standard. Remove and replace all sidewalk to meet ADA requirements and meet the new curb grade per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. - Improvements to Olson Drive access: Allowed movements at driveways fronting Olson Drive are limited to right-in, right-out and left-in only. Left turns out of driveways to Olson Drive shall not be allowed. Access shall be controlled through the use of signage, median curbs, striping or other means. - Improvements to Zinfandel Drive access at the driveway nearest to proposed Pad A and providing direct access to Target shopping center: Allowed movements at this driveway fronting Zinfandel Drive are limited to right-in and right-out only. Left turns into or out of this driveway shall not be allowed. Access shall be controlled through the use of signage, median curbs, striping or other means. - Increase the storage space of the westbound left turn pockets on Olson Drive approaching Zinfandel Drive.				

City Council
January 20, 2015

Page 6 of 12

Zinfandel Villages
Conditional Use Permit, Design Review and Exception

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
The improvement shall be accomplished through installation of new striping and median curb. The street shall be slurry sealed to limits determined by the Public Works Department to remove prior striping configurations and provide an aesthetically appealing finished product. • Utility laterals • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Plans shall be completed to the satisfaction of the Public Works Department prior to issuance of the first building permit. • Public improvements shall be installed, completed and accepted to the satisfaction of the Public Works Department prior to final building inspection of the first unit.				
19. Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department. Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning	
20. Construction plans must include all	Architectural	Prior to Issuance of	Planning	

City Council
January 20, 2015

Page 7 of 12

Conditional Use Permit, Design Review and Exception

Zinfandel Villages

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.		Building Permits		
21. Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
22. Bicycle Parking shall be installed in accordance with RCMC 23.719.115. The design and location of the bicycle parking shall be reviewed and approved by the Planning Director.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
23. Trash Enclosures shall comply with Zoning Code and Republic Services, Inc. standards regarding enclosure design,	Architectural	Prior to Issuance of Building Permits	Planning/Building	

CONDITIONS OF APPROVAL

EXHIBIT B

ATTACHMENT 2

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures should incorporate the same architectural treatments, materials and colors as the main building in order to properly integrate within the project.				
24. A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Planning Director prior to issuance of building permits and/or any installation of landscape materials for projects as identified in RCMC 23.716.020 (Applicability). The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect. Final plans would show exact locations and irrigation for trees, shrubs, and ground cover consistent with plants listed in RCMC 22.180.080.	Landscaping	Prior to Issuance of Building Permits	Planning/Public Works	
25. The applicant shall install 6-foot wide landscape buffers along the main street frontage for canopy trees while a minimum 3-foot tall planter with shrubs shall be added to minimize the visual impact of the drive-through reader board and directional signs, from the public right-of-ways	Landscaping	Prior to Issuance of Building Permits	Planning/Public Works	
26. Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining	Construction	Prior to Issuance of Building Permits	Planning/Building	

CONDITIONS OF APPROVAL

EXHIBIT B

<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
site shall be completely removed and the site cleaned, prior to occupancy approval.				
27. All new buildings shall be review and approved by Sacramento Metro Fire Department.	Safety	Prior to Issuance of Building Permits	Metro Fire	
28. The rear loading area of the main building at the east side of the property must maintain/provide a 20 foot wide fire access aisle. Signage should be added indicating the area is for loading only and should not be used as a secondary drive aisle to the Town Center site.	Safety	Prior to Issuance of Building Permits	Metro Fire	
29. Joint or shared access, internal circulation, or parking is encouraged with adjacent uses (RCMC 23.719.100.C). The parking lot design shall include pedestrian crossway improvements along the main building frontage (raised crosswalk, raised intersections, enhanced stripping, signage, etc.) to improve circulation and pedestrian safety.	Safety	Prior to Issuance of Building Permits	Planning/Public Works	
30. During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction Permits	Planning/Public Works	
31. All improvements will adhere to all utility provider and Sacramento Metro Fire Department standards prior to issuance of building permit.	Architectural	Prior to Issuance of Building Permits	Building/Metro Fire	
32. A revised sign program will be required prior to issuance of building permit. The program must include the following items:	Signage	Prior to final building inspection	Planning	

City Council
January 20, 2015

Page 10 of 12

Conditional Use Permit, Design Review and Exception
Zinfandel Villages

CONDITIONS OF APPROVAL

EXHIBIT B

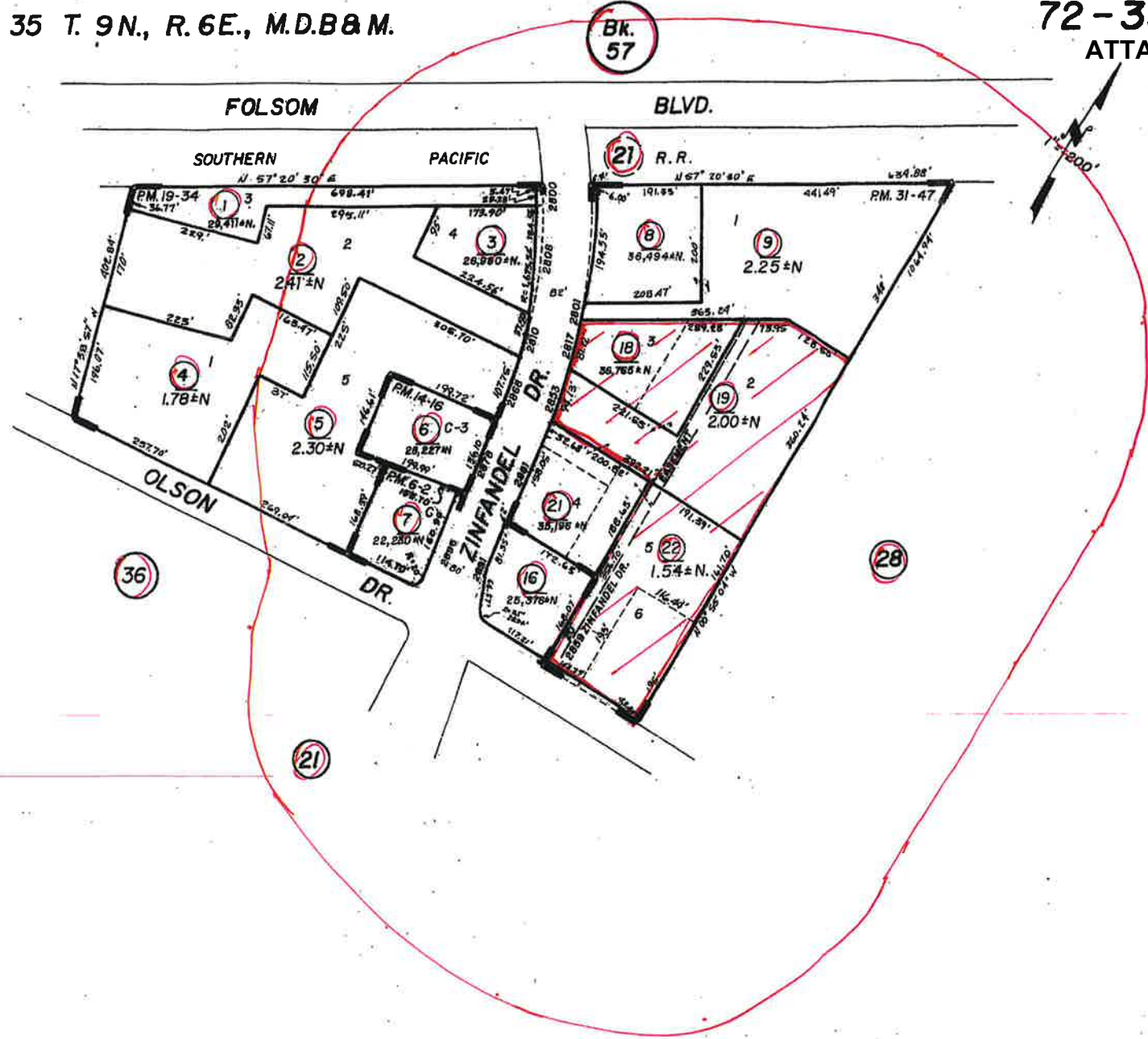
<u>Conditions of Approval</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
• Accurate project boundary. The current plan includes the adjacent Grocery Outlet center which is not part of this program. • Statement indicating off-site signage is not allowed within this program. • Signage that is consistent with Zoning Code standards. The proposed monument signage does not comply with zoning standards. • Site plan corresponding to the major, minor, and inline tenant requirements. This must correspond to the elevations as well. • Standards for directional signage, wayfinding signage, and addressing signage that includes door and window specifications.				
Prior to Certificate of Occupancy				
33. As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Maps	Prior to final building inspection	Public Works	

CONDITIONS OF APPROVAL**EXHIBIT B**

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

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
6. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
7. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
8. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).
9. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
10. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

32

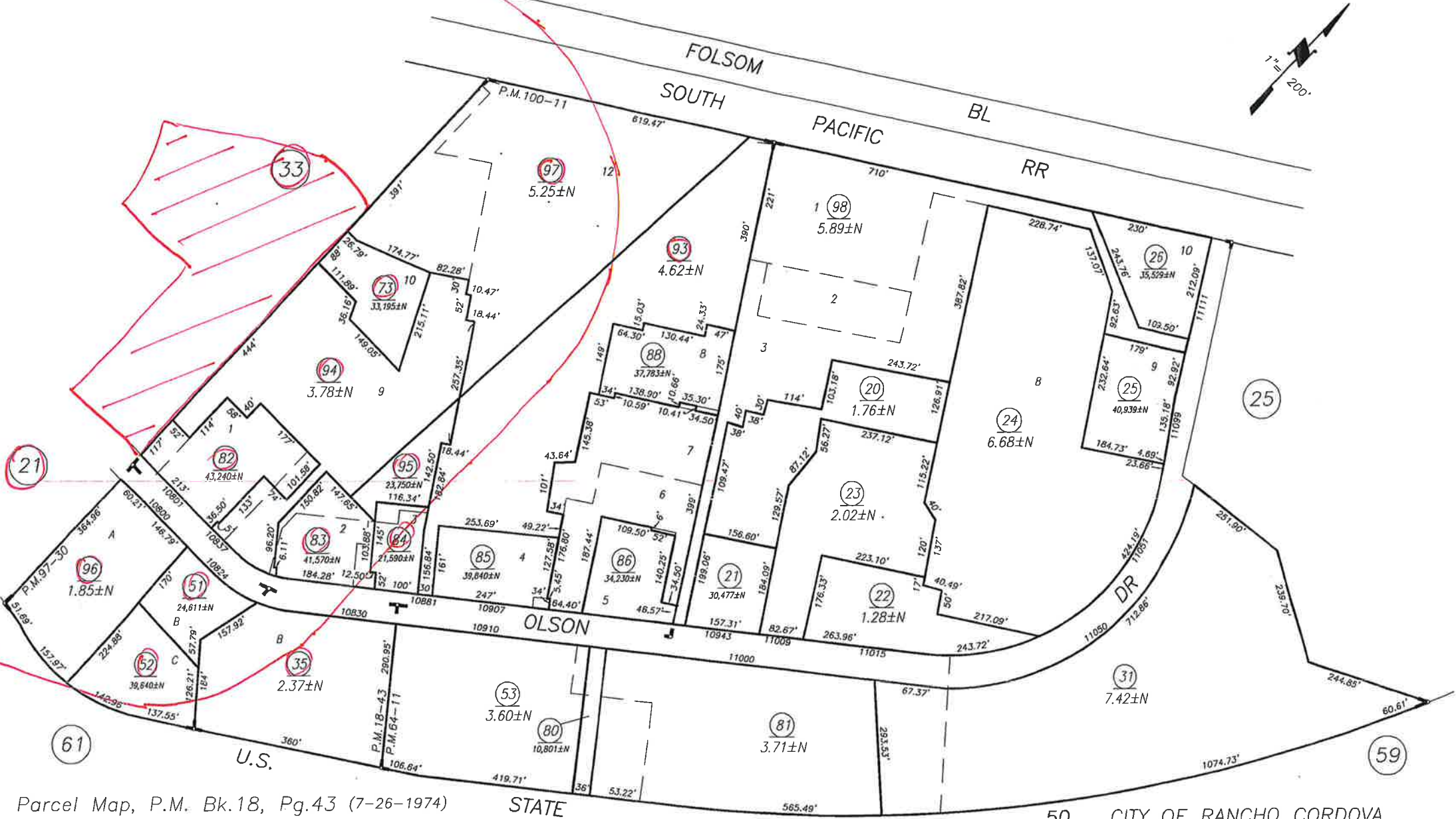
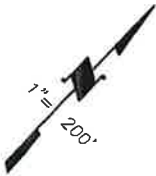


Assessor's Map Bk. 72 Pg. 33
County of Sacramento, Calif.

FEB 07 2002

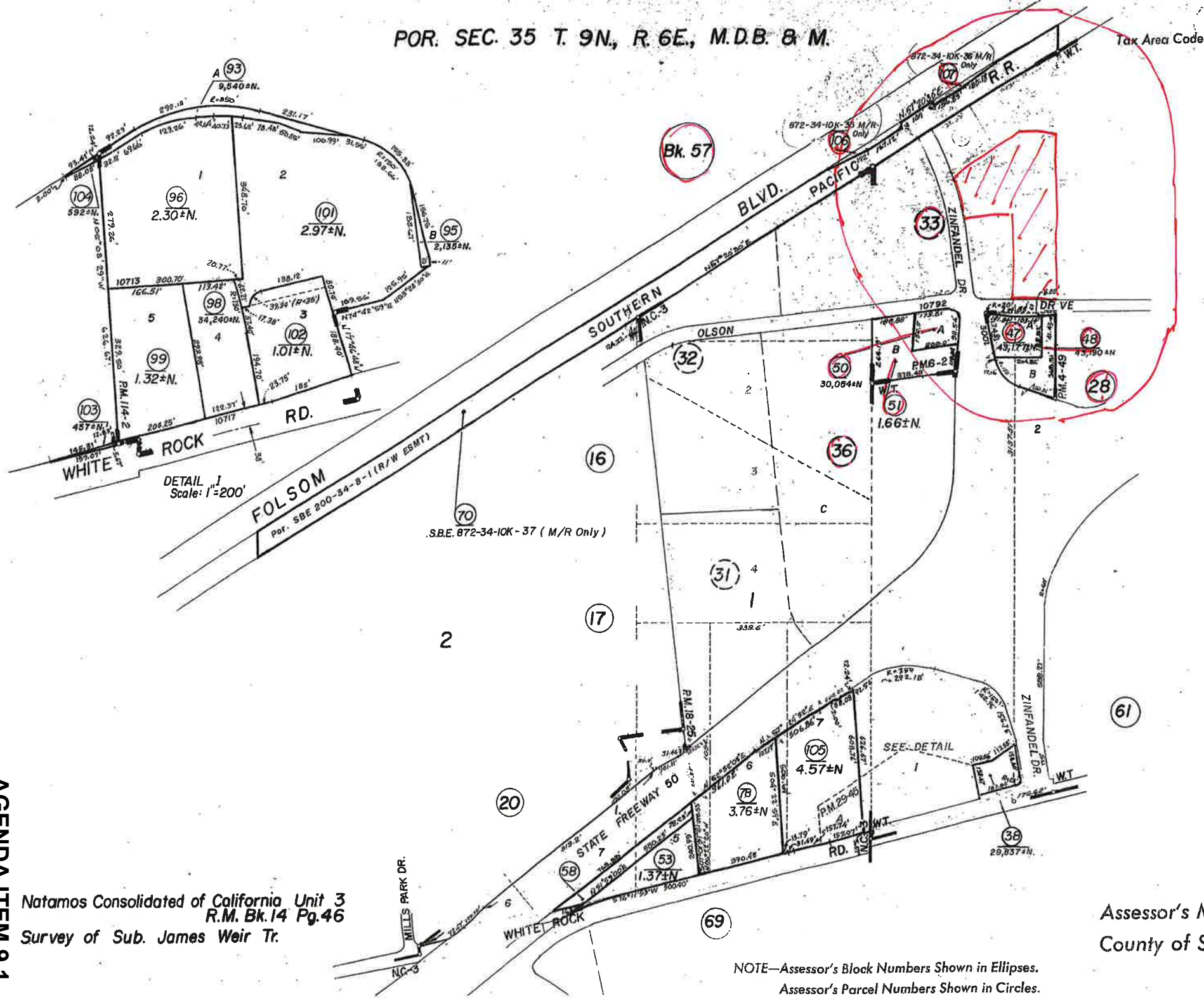
POR. SEC'S 25,26,35 & 36, T.9N., R.6E., M.D.B. & M.

072-28



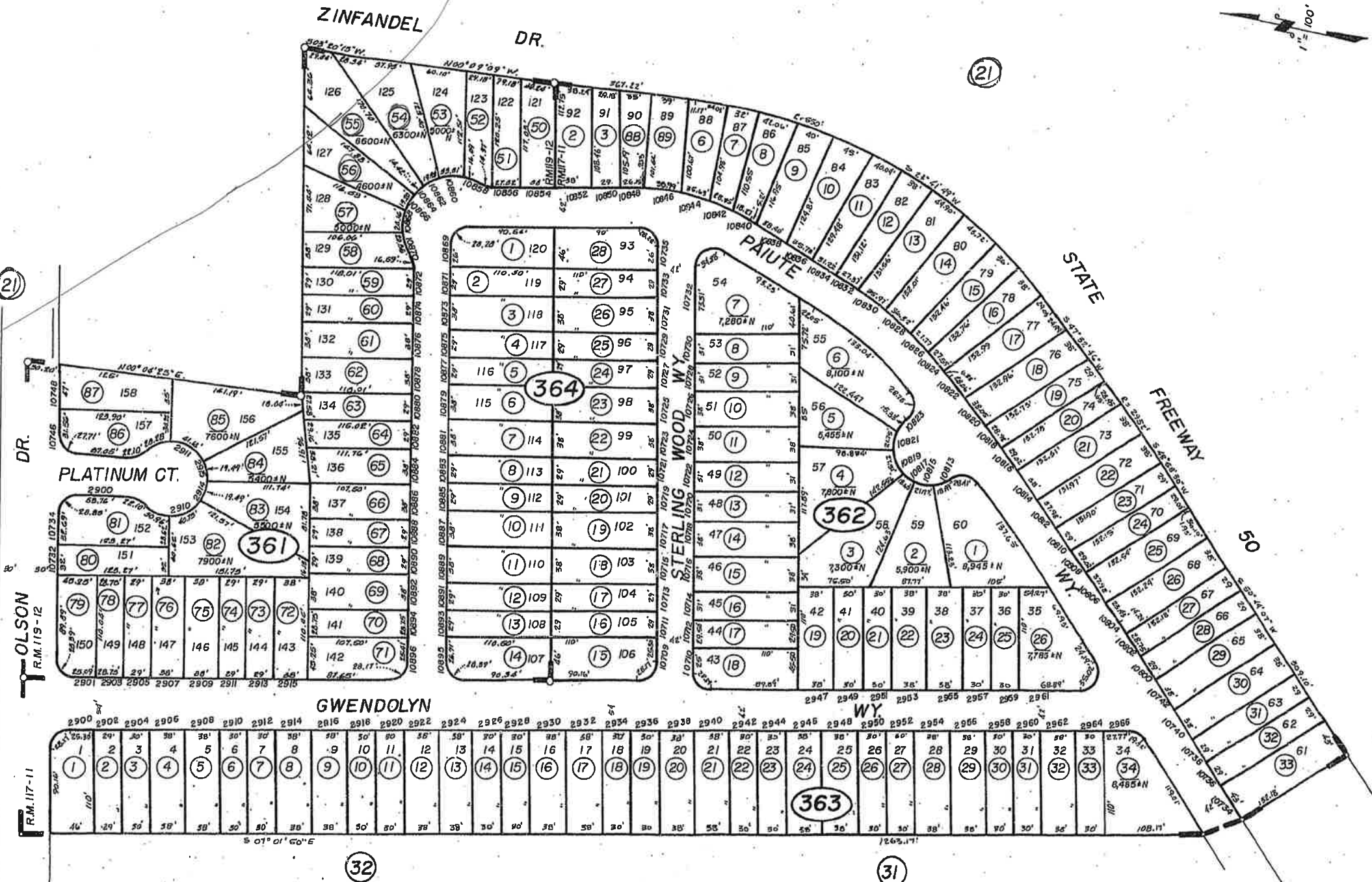
Parcel Map, P.M. Bk.18, Pg.43 (7-26-1974)
Parcel Map, P.M. Bk.64, Pg.11 (1-24-1981)
Parcel Map, P.M. Bk.97, Pg.30 (12-29-1986)
Parcel Map, P.M. Bk.100, Pg.11 (5-26-1987)

50 CITY OF RANCHO CORDOVA
Assessor's Map Bk.072 Pg. 028
County of Sacramento, Calif.





AGENDA ITEM 9.1



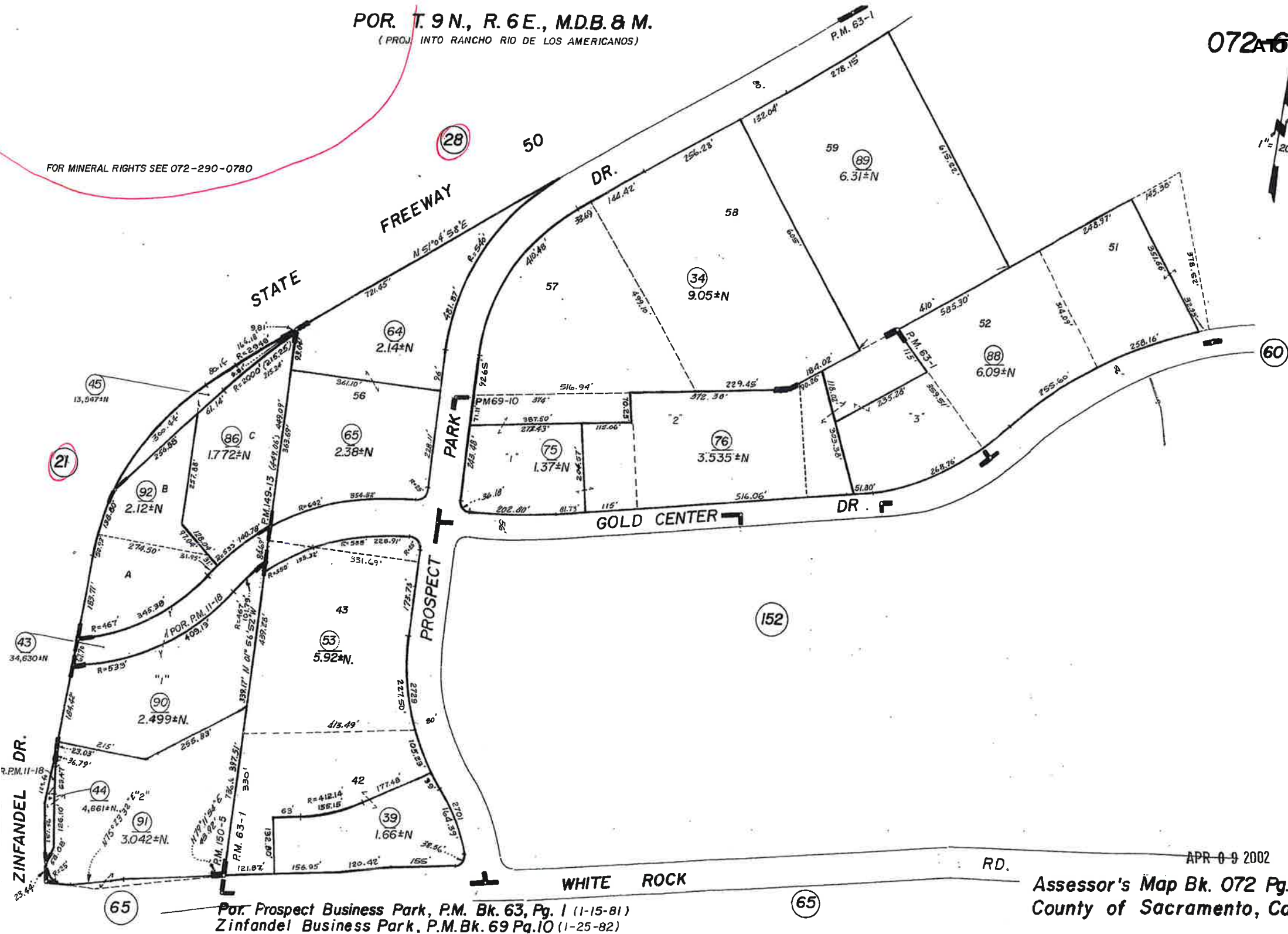
Zinfandel Woods Unit No. 2, R.M. Bk. 119 Pg. 12 (4-4-78)
Zinfandel Woods, R.M. Bk. 117 Pg. 11 (12-17-77)

Assessor's Map Bk. 72, Pg. 36
County of Sacramento, Calif.

FOR MINERAL RIGHTS SEE 072-290-0780



AGENDA ITEM 9.1

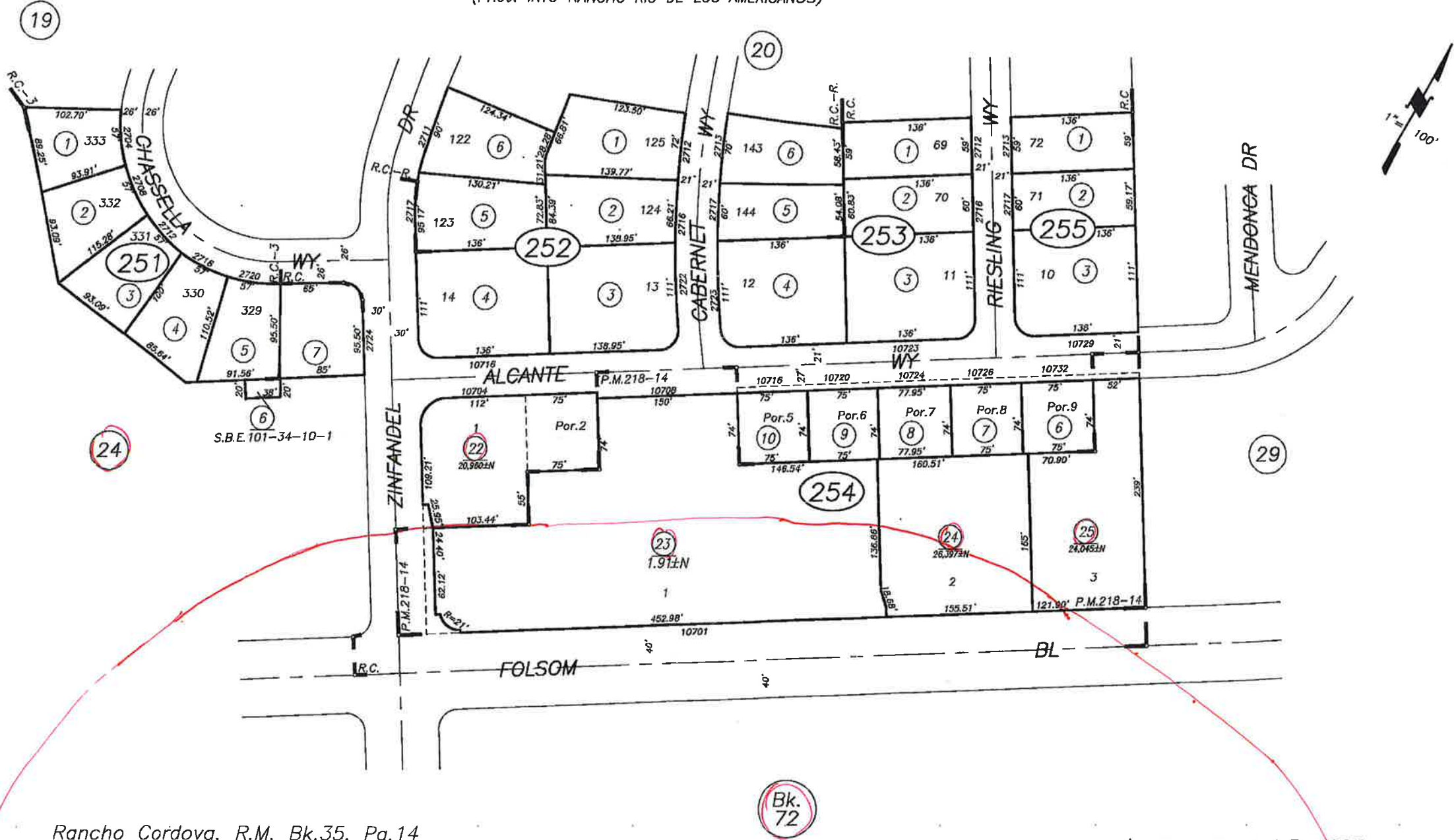


APR 09 2002

Assessor's Map Bk. 072 Pg. 61
County of Sacramento, Calif.

POR. SEC'S. 26 & 35, T.9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

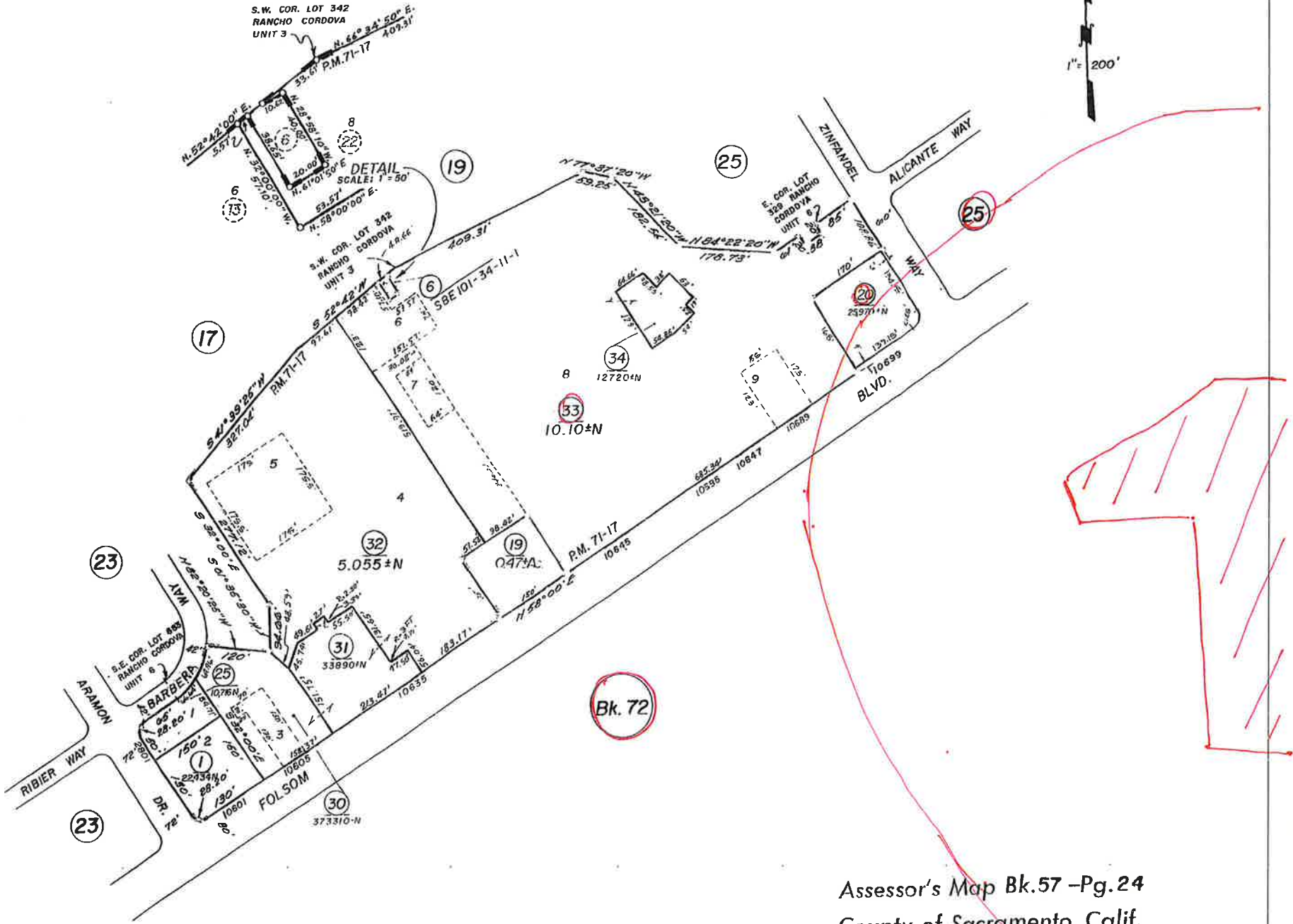
057-025



AGENDA ITEM 9.1

Rancho Cordova, R.M. Bk.35, Pg.14
Rancho Cordova, Unit 3, R.M. Bk.39, Pg.17
Rancho Cordova, Resub of R.M. Bk.36, Pg.8

Assessor's Map Bk.057 Pg. 025
County of Sacramento, Calif.



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

Assessor's Map Bk. 57 - Pg. 24
County of Sacramento, Calif.

JUL 0 6 2000



ATTACHMENT 3

057 0254 022 0000
K Prgram O
10702 Alicante Way
Gold River, CA 95670

057 0254 024 0000
Agree Rancho Cordova II LLC
31850 Northwestern Hwy
Farmington Hills, MI 48334

057 0254 025 0000
Agree Rancho Cordova II LLC
31850 Northwestern Hwy
Farmington Hills, MI 48334

057 0240 033 0000
Ajm Props Incorporated(Walmart)
Po Box 8050
Bentonville, AR 72712

057 0240 020 0000
Rancho Cordova Associates
10699 Folsom Blvd
Rancho Cordova, CA 95670

057 0254 023 0000
Agree Rancho Cordova LLC
31850 Northwestern Hwy
Farmington Hills, MI 48334

072 0280 095 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0210 051 0000
G6 Hospitality Property LLC(Bre &
Everbr
4001 International Pkwy

072 0210 048 0000
Poulsen Land Company II
Po Box 2028
Olympic Valley, CA 96146

072 0210 050 0000
Ming & Mosin Lum
1555 Lakeside Dr #170
Oakland, CA 94612

072 0280 096 0000
Rancho Cordova Raps Incorporated
22709 Rancho Palomares Pl
Castro Valley, CA 94552

072 0280 082 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0280 051 0000
Eppaminondas Johnson
1555 River Park Dr #101
Sacramento, CA 95815

072 0280 052 0000
Olson Dr South LLC
2399 American River Dr #1
Sacramento, CA 95825

072 0280 035 0000
Taylor & Barbara Hubbard
821 Kestrel Pl
Rancho Cordova, CA 95742

072 0280 083 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0280 094 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0280 084 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0280 073 0000
Pacific Castle Rancho Cordova LLC
2601 Main St #900
Irvine, CA 92614

072 0280 093 0000
Corp Target
1000 Nicollet Mall
Minneapolis, MN 55403

072 0280 097 0000
Target Corporation
Po Box 9456
Minneapolis, MN 55440

072 0361 054 0000
Donald Kong
Po Box 277902
Sacramento, CA 95827

072 0361 055 0000
Wendy Keethe
10864 Paiute Way
Rancho Cordova, CA 95670

072 0361 056 0000
Terese Lamanet
10072 Fraser River Ct
Rancho Cordova, CA 95670

072 0330 008 0000
Baggin Inv LLC
60 Terra Teresa
Lafayette, CA 94549

072 0330 001 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 009 0000
Baggin Inv LLC
60 Terra Teresa
Lafayette, CA 94549

072 0330 003 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 002 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 004 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 018 0000
Pacific Castle Zinfandel LLC
2601 Main St #900
Irvine, CA 92614

072 0330 019 0000
Pacific Castle Zinfandel LLC
2601 Main St #900
Irvine, CA 92614

072 0330 022 0000
Pacific Castle Zinfandel LLC
2601 Main St #900
Irvine, CA 92614

072 0330 005 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 006 0000
Folsom Zinfandel Partners LLC
1448 15th St #100
Santa Monica, CA 90404

072 0330 021 0000
Zinfandel Centers LLC
Po Box 2798
Rancho Cordova, CA 95741

072 0330 016 0000
Choy
277 7th Ave
San Francisco, CA 94118

072 0330 007 0000
Gas Superior
211 Orcutt Cir
Sacramento, CA 95834

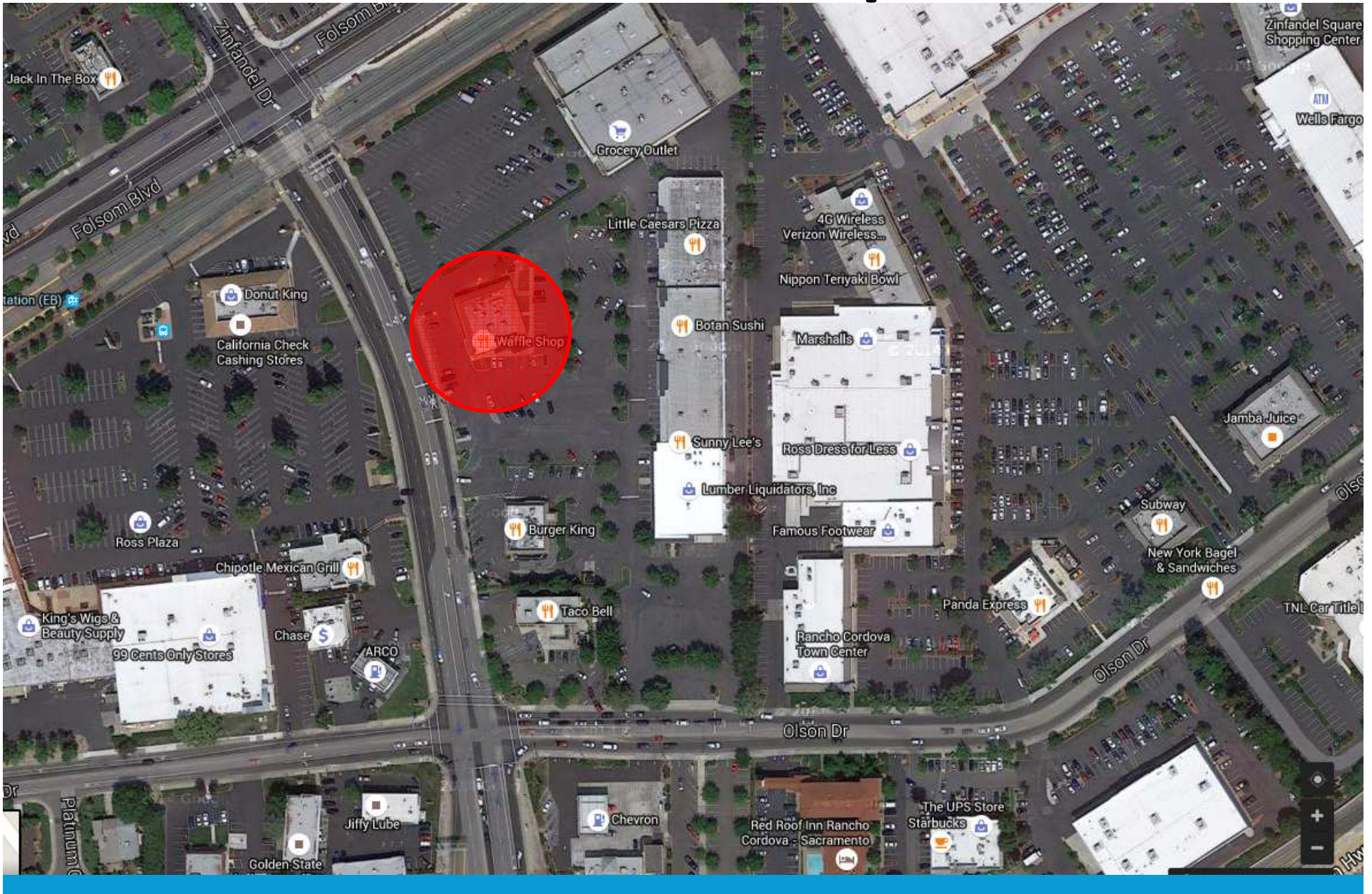
072 0210 047 0000
Jarnail Singh
9927 Waimea Ln
Elk Grove, CA 95624

Popeye's Drive-Through Restaurant

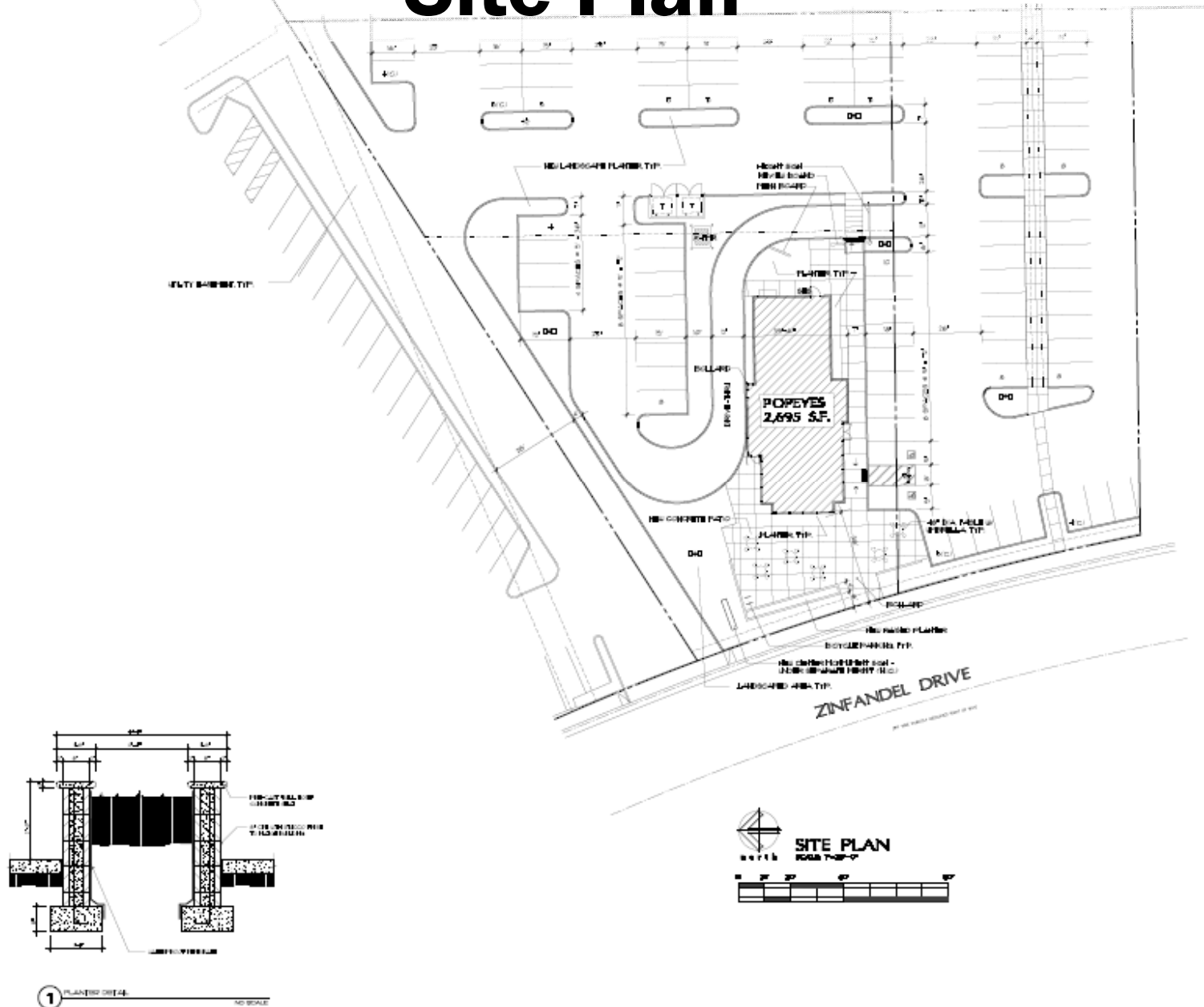
Design Review

Rancho Cordova City Council
Matthew Diaz, Project Planner
May 18, 2015

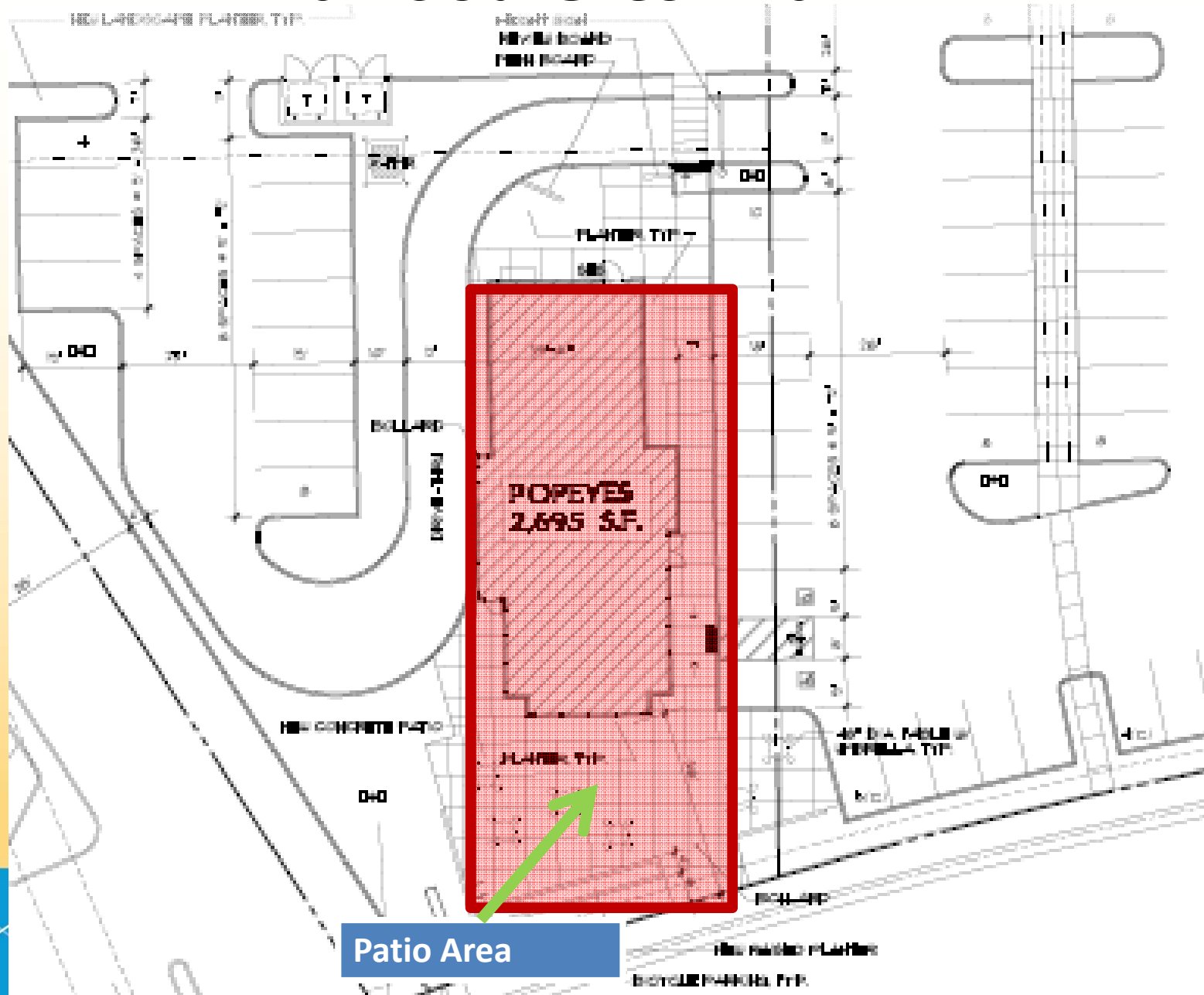
Context Map



Site Plan



Enhanced Site Plan



Elevations



North Elevation facing Folsom Blvd (pickup aisle)

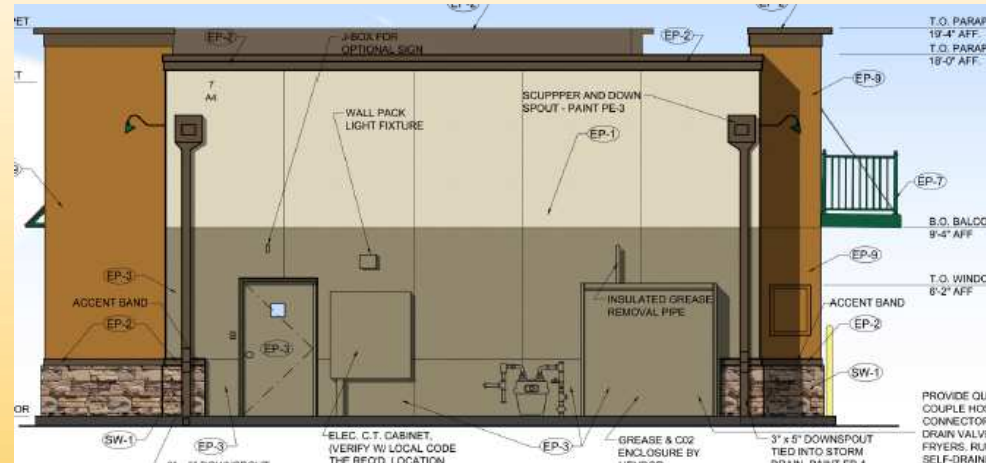


South Elevation facing Olson Drive (main ent.)

Elevations



West Elevation facing Zinfandel Drive



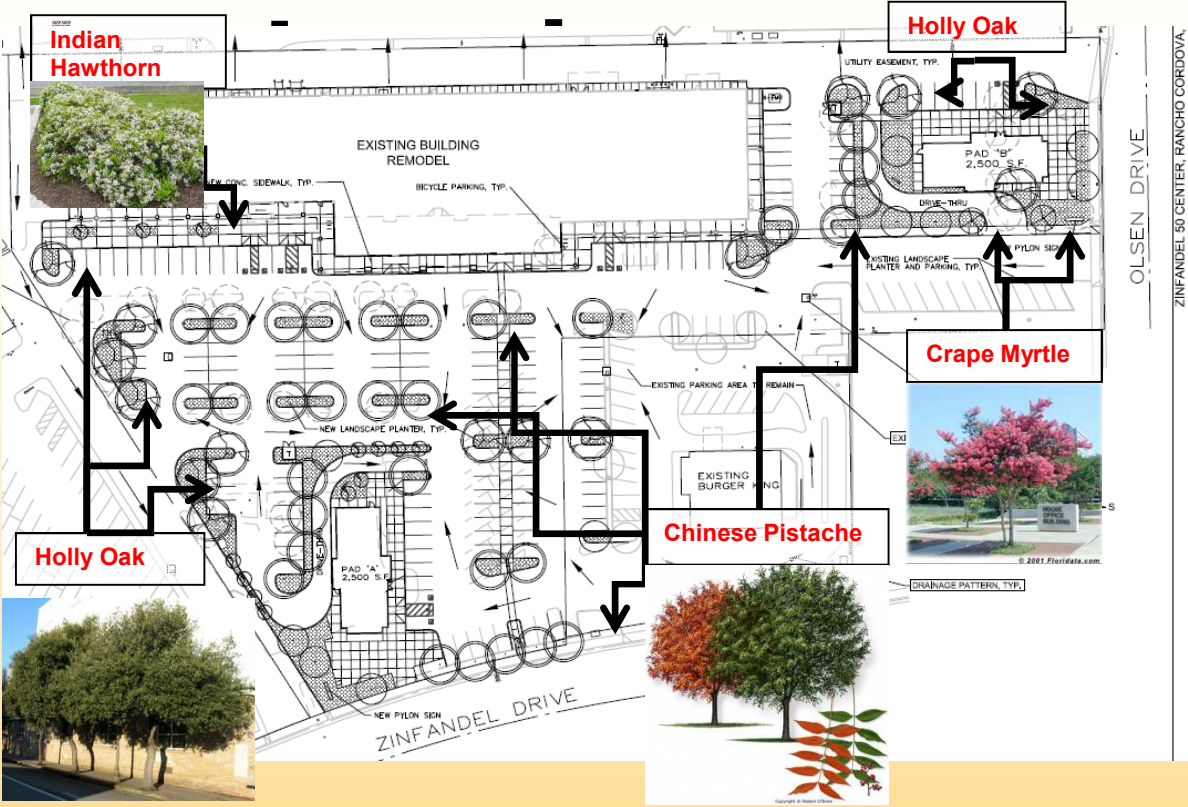
East Elevation facing the main building/Target

Comparison to Approved Zinfandel Village Center Redesign



Landscaping





Conclusion

- Staff recommends approving the restaurant.
- Any Questions?

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner



SUBJECT: COSTCO WHOLESALE CANOPY REMODEL MAJOR DESIGN REVIEW PERMIT; PROJECT NO. DD8557 – LOCATED AT 11260 WHITE ROCK ROAD.

PROPERTY OWNER: Costco Wholesale Corporation Mr. Peter Kahn 999 Lake Drive Issaquah, WA 98027	APPLICANT/DEVELOPER: Mulvanny G2 Architecture Mr. Joseph Welch 11110 112th Ave NE, Suite 500 Bellevue, WA 98004
--	--

PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting to construct a new metal canopy at the entrance of an existing Costco Wholesale retail store. This request includes the demolition of the existing canopy, construction of a new 220-foot metal canopy, new landscape planters, and revised color scheme. DD8557 11260 White Rock Road (the southeast corner of Sunrise Boulevard and White Rock Road); 072-0670-026-0000 Matthew Diaz, Associate Planner
---	---

RECOMMENDATION

Adopt Resolution 53-2015.

RESULT OF RECOMMENDED ACTION

Approval of Resolution 53-2015 would allow the applicant to obtain the necessary construction permits to demolish the existing canopy and construct a new 220-foot metal canopy with new landscape planters and repaint the existing building with a new color scheme.

BACKGROUND

The project site is within a developed business center that includes commercial warehouse buildings, gas station, restaurant, and paved parking, on a parcel located on the southeast corner of White Rock Road and Sunrise Boulevard. The project site is zoned General Commercial within the Sunrise Boulevard South Planning Area. The City of Rancho Cordova received an application on January 20, 2015 requesting a Major Design Review to enhance the existing Costco building by demolishing the existing canopy and adding a new 220-foot metal canopy, re-painting the building with a new color scheme, and installation of three new landscape planters.

The application was routed to the City's commenting agencies and reviewed for environmental concerns. As a result of that review, the improvements have been found to be in compliance with all applicable City standards.

FIGURE 1: Subject Property

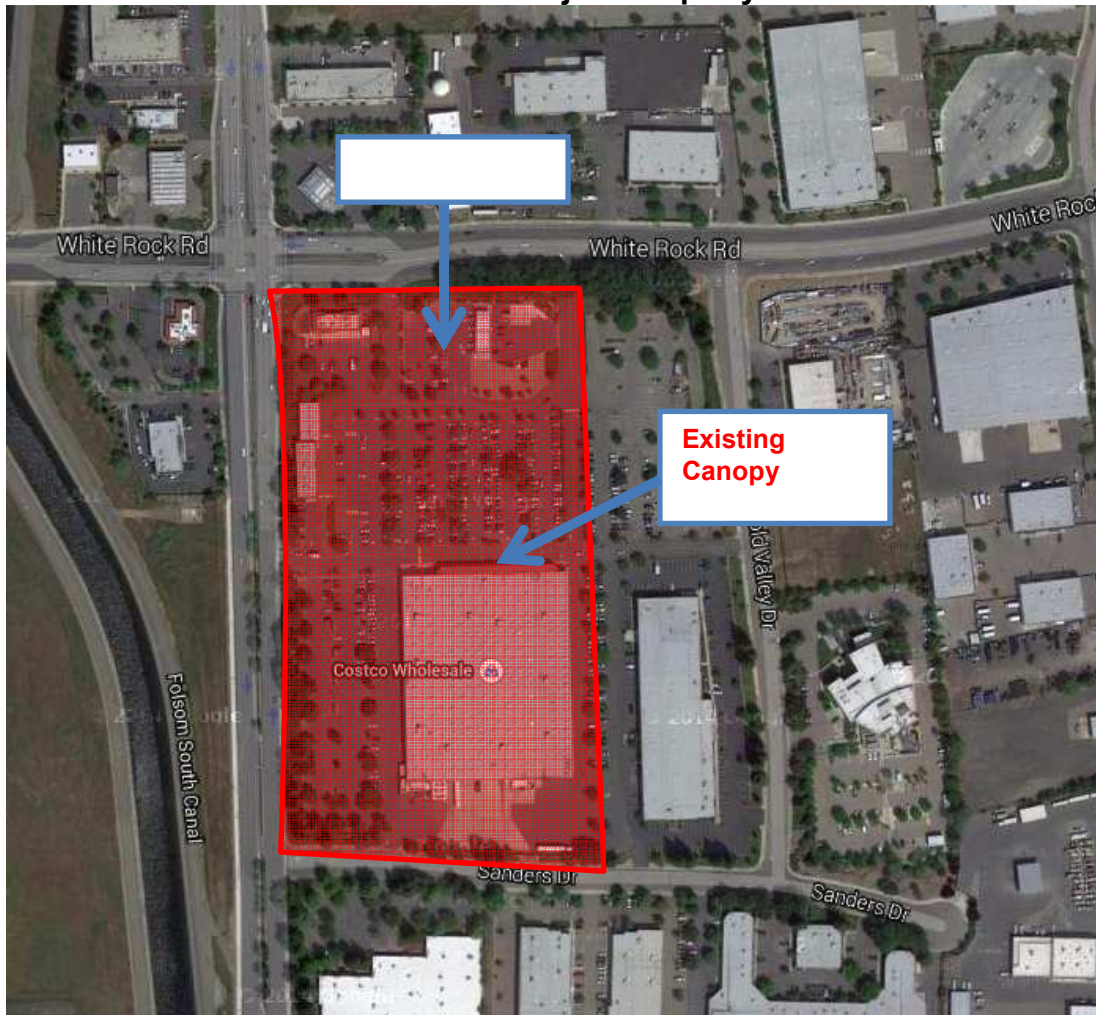


FIGURE 2: Existing Canopy at Entrance looking south



FIGURE 3: Existing Canopy looking east



FIGURE 4: Existing Canopy looking east.



REQUIRED PERMITS AND REGULATORY BASIS

In order to modify more than 200 linear feet of facade, Major Design Review is required according to Chapter 23.141 of Title 23 (Zoning) of the Municipal Code. As part of the Design Review process, the site design was reviewed for consistency with all development standards while the proposed architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

Subsequent Approvals Required for Operation: The following permit will be required for this project:

- A building permit for the demolition of the existing canopy and construction of the new canopy and landscape planters.

ANALYSIS

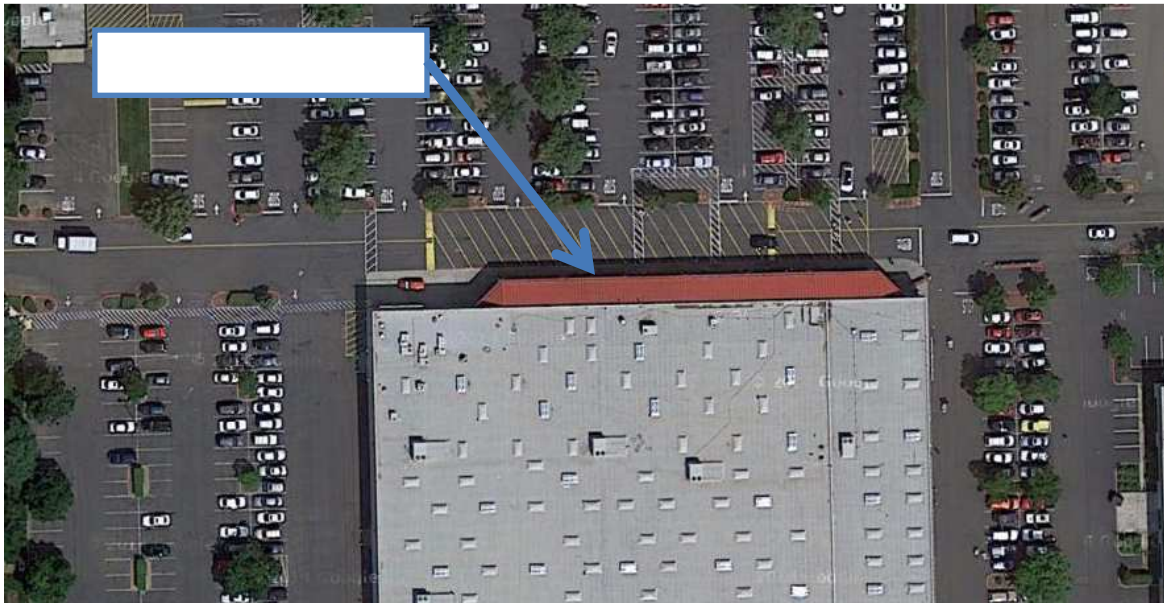
General Plan: The project site is located in the Sunrise Boulevard South Planning Area-Commercial Mixed Use (SBPA-CMU) of the City's General Plan. This Planning Area consists mostly of industrial, office, and commercial uses. It is intended that this area will serve as a gateway to the new residential areas along the south end of the City limits. The proposed design will improve the outdated canopy with a new modern design and resurface the wall with a more contrasting color scheme and new metal frame canopy.

Zoning Code: The project site is zoned General Commercial (GC) which allows for a wide range of commercial, office, and light industrial development. The existing Costco store is allowed by-right. The application is for Design Review of the existing commercial warehouse building only.

Zoning code standards for parking, design, landscaping, and access are addressed in the "design analysis" section below.

DESIGN ANALYSIS

In accordance with Zoning Code Section 23.141, the proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines for facade improvements to existing buildings. Design Review approvals should be granted when all of the findings defined in Zoning Code Section 23.141.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 53-2015 (**Attachment 1**).

FIGURE 5: Site Plan and Circulation

Architecture and Landscape Planters

Although the existing Costco structure is one story in height, the new 220-foot canopy will have a slightly tiered height (21-feet and 17-feet) with clearly defined edges and projections from the exterior wall. The use of a darker metal frame and screening panels will help define the main entrance by offering a modernized design that will bring the main entrance to a more human scale and make it more visually appealing. The color scheme will be updated to provide more contrast to break up the monotony of the standard “box” building. This would include a darker “base” color, a lighter off-white color for the rest of the building, and with a red band near the roofline to add visual contrast. This color scheme would be applied to the entire Costco building.

The plan also proposes to add three landscaped planters along the pedestrian pathway along the building’s façade to define the pedestrian space from the main drive aisle. The two planters at the ends of the canopy will be 15-feet by 4-feet (60 square feet) while another planter west of canopy will be 25-feet by 8-feet (200 square feet). At 16-20-inches in height, it is intended that these planters could be used as an additional seating option. The planters will not require a final landscape plan; however the final plant type will contain a variety of shrubs and flowers to be reviewed and approved by the Planning Department prior to issuance of a building permit.

FIGURE 6: Proposed Canopy at the Main Entrance looking southwest



FIGURE 7: Proposed Façade



FIGURE 8: Proposed Façade looking west and east



FISCAL IMPACTS

Staff estimates the project's fiscal impacts to the City to be neutral or slightly positive due to the project's proposed beatification of existing commercial warehouse space.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15301 (Existing Facilities), the project site is fully developed and the proposed improvements to the building facades will not have the potential for causing a significant effect on the environment.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15301 and adopt Resolution Number 53-2015 the Major Design Review for Costco Wholesale Canopy Remodel – Project No. DD8557, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENTS

1. Resolution 53-2015, including Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. 500' Radius Map and Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 53-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE COSTCO WHOLESALE CANOPY REMODEL MAJOR DESIGN REVIEW
- PROJECT NO. DD8557**

WHEREAS, Costco Wholesale (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review to construct a new metal canopy and add new landscape planters with a revised color scheme for an existing Costco Wholesale Retail store located at 11260 White Rock Road. (Assessor's Parcel Number: 072-0670-026-0000; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Costco Wholesale Canopy remodel Major Design Review Permit (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15301 (Existing Facilities) in that the project site is fully developed and the proposed improvements to the building facades will not have the potential for causing a significant effect on the environment.
- B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

Evidence: The General Plan designation for the subject property is Sunrise Boulevard South Planning Area and the site is zoned SBSPA-CMU (Commercial Mixed Use). The proposed improvements to the buildings are consistent with City standards and will refresh an outdated design. The proposed project has been designed to meet all applicable Zoning regulations and adequately meets the objectives of the City Design Guidelines.

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

ATTACHMENT 1

Evidence: The proposed architecture, site and landscape design are appropriate for the center. The site has been analyzed to confirm there is adequate parking per the zoning code. The modern architecture and revised color scheme of the buildings will blend well with surrounding commercial warehouse uses and has been designed to enhance the outdated facade facing the public right-of-way.

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

Evidence: The proposed building is architecturally consistent with new construction occurring for similar building types in the immediate area and is compatible with the adjacent buildings. The improvements will reduce the overall massing by breaking up the building façade with multiple defined edges and the use of different materials and colors. Any change in lighting, approved landscaping, or change in the stripping of the parking area would be reviewed to ensure compliance with all standards before any building permit can be issued. No signage was included with this application.

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

Evidence: The proposed project is primarily for façade improvement to an outdated design and will not create conflicts among various transportation modes. The project does not propose to alter the existing layout or add square footage as the site has adequate vehicular circulation and parking facilities.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk











DRAFT- Costco Major Design Review Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a the Costco Wholesale retail store Major Design Review, to replace an existing main entrance canopy at 11260 White Rock Road (APN 072-0670-026-0000) as described in the City Council staff report dated May 18, 2015 and the final plans (Exhibit A) with the conditions herein, for project number DD8557.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, 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.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	

DRAFT- Costco Major Design Review Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
5.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	General	On-Going	Public Works	
6.	Any temporary signage in connection with special promotions and business openings shall be permitted for a period not to exceed 60 days in accordance with Chapter 23.743 Signs and may be subject to the issuance of Temporary Use Permit.	Signage	On-Going	Planning	
7.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
8.	Should any formal complaints be submitted in regards to the impacts of this facility, the operation will be reevaluated by the Planning Department. This re-evaluation may involve an amendment to the approved plans or scope, additional studies (noise, air quality, traffic), or the revocation of the permit.	Security	On-Going	Planning/Police	
Prior to Issuance of Building Permits					
9.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk along property frontage to the satisfaction of The Public Works Department. Please contact the Public Works Department at (916) 851-8713 to arrange for a site meeting and markout of damaged sidewalk. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Encroachment permit	Prior to Issuance of Building Permits	Public Works	
10.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
11.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building	Planning	

DRAFT- Costco Major Design Review Conditions of Approval

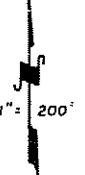
EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
			Permits		
12.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.	Architectural	Prior to Issuance of Building Permits	Planning	
13.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
14.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding	
15.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding/Public Works	
16.	Trash Enclosures shall comply with zoning code and Republic Services, Inc. standards regarding enclosure design, access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments,	Architectural	Prior to Issuance of Building Permits	Planning/Bu ilding	

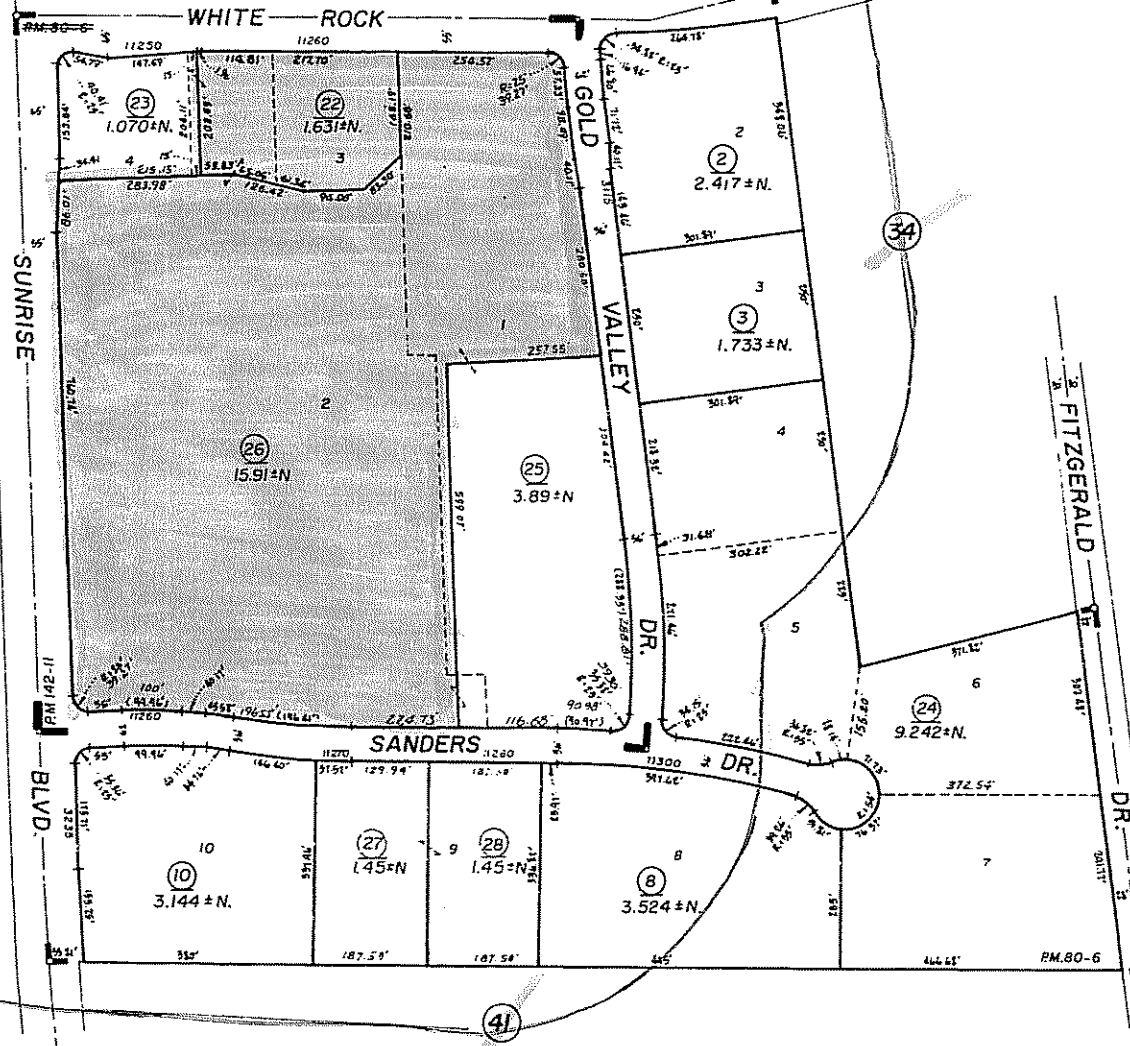
DRAFT- Costco Major Design Review Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	materials and colors as the main building in order to properly screen them from view.				
17.	The façade's final color scheme will contrast more than the proposed, with a darker base color to be approved by the planning department.	Architectural	Prior to Issuance of Building Permits	Planning	
18.	Planters shall be installed between the main drive aisle and the pedestrian area at the front of the building. All landscape and irrigation plan within the planter shall be reviewed and approved by the planning director prior to issuance of building permits and/or any installation of landscape materials for projects as identified in RCMC 23.716.020 (Applicability).	Landscaping	Prior to Issuance of Building Permits	Planning/Public Works	
Prior to Certificate of Occupancy					
19.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction Permits	Planning/Public Works	

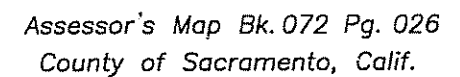


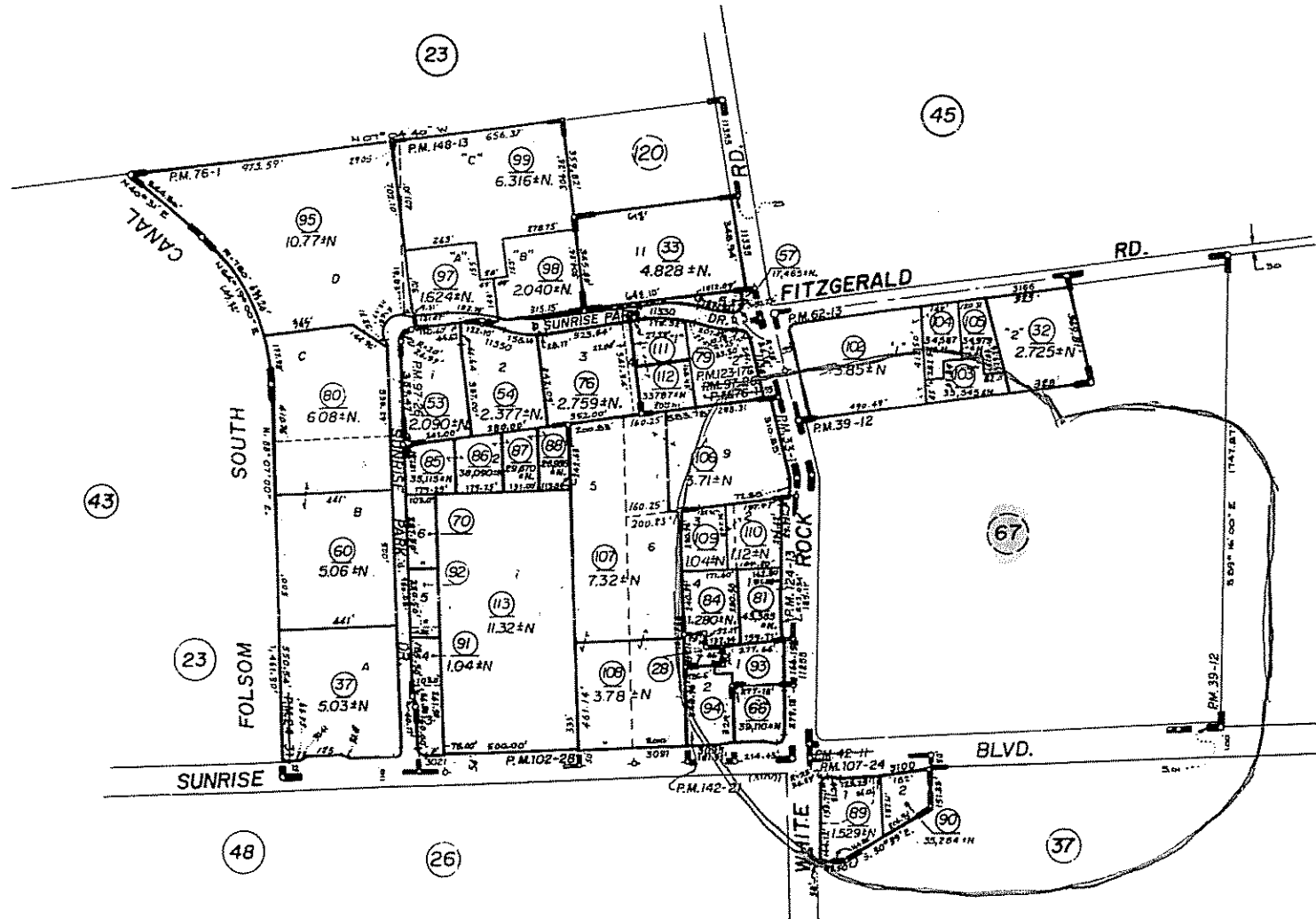
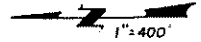
POR. T.8N. & T.9N., R.6E. & R.7E., M.D.B. & M.



Sunrise Park, P.M. Bk. 80, Pg. 6 (2-24-84)

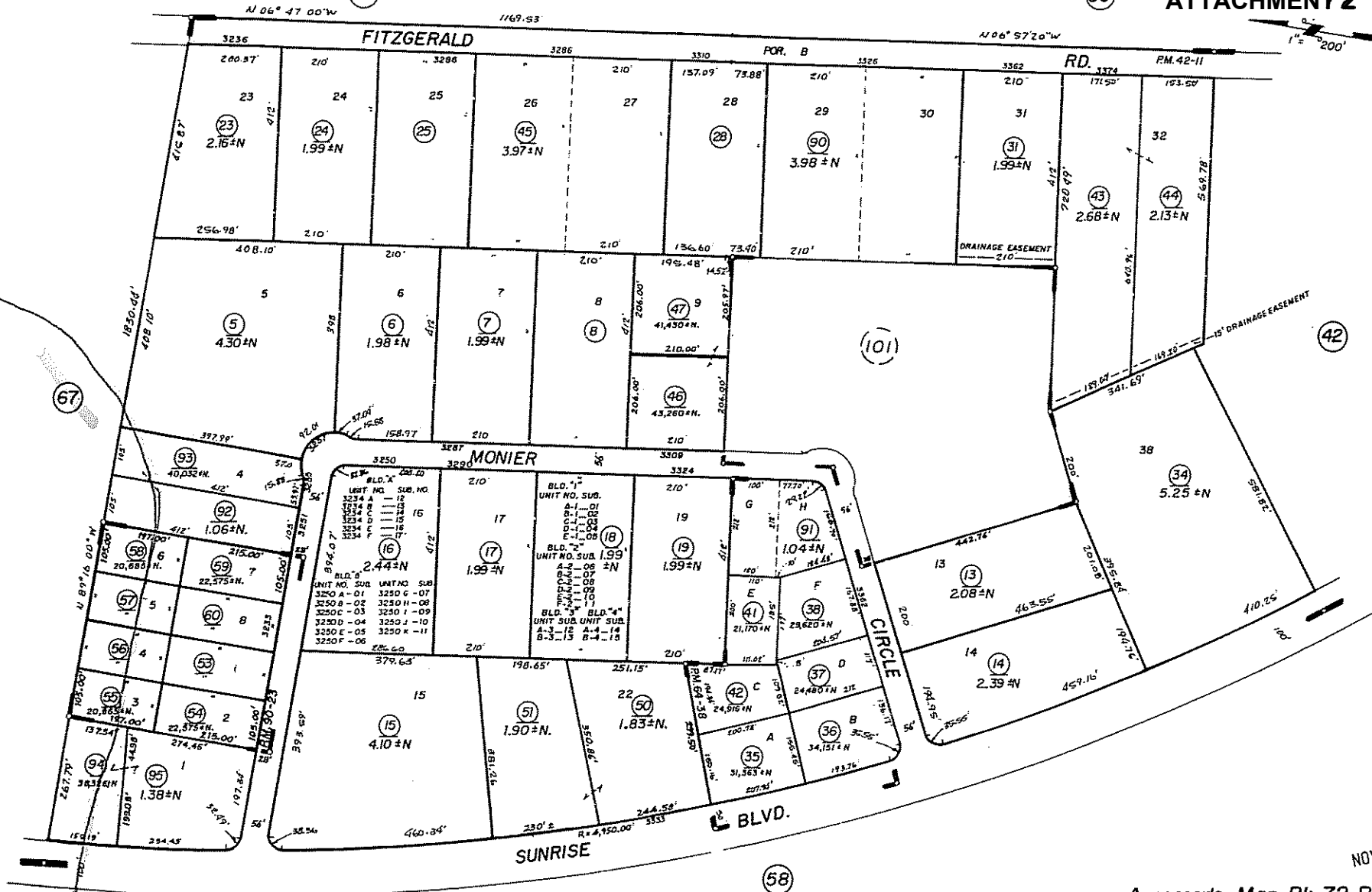
DEC 16 2005
Assessor's Map Bk. 072, Pg. 67
County of Sacramento, Calif.





JUL 19 2007

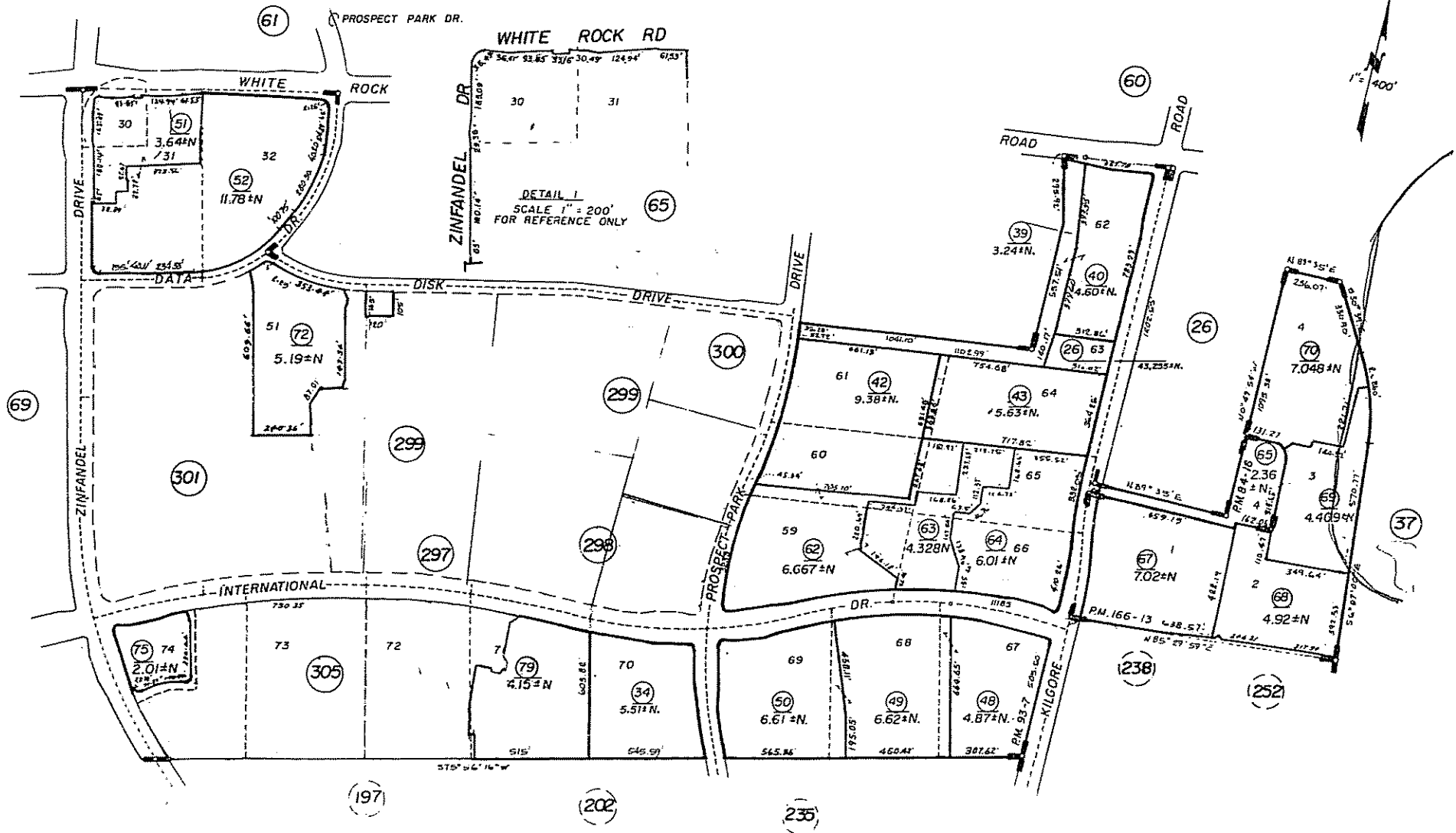
Assessor's Map Bk.072 Pg.34
County of Sacramento, Calif.



Monier Park, R.M. Bk. 106, Pg. 3 (6-10-88)
 Por. Parcel Map Bk. 42, Pg. 11 (9-12-78)

Assessor's Map Bk. 72 Pg. 41
 County of Sacramento, Calif.

NOV 03 2008



Por. Cook Capital Center, P.M. Bk. 84, Pg. 16 (12-14-84)
Por. Capital Center II, Parcel Map Bk. 93, Pg. 7 (4-10-86)

Assessor's Map Bk. 072 Pg. 68
County of Sacramento, Calif.



INDEX VI
BOOK 072
Assessor's Maps
County of Sacramento, Calif.

072 0260 009 0000
United States Of America
Sunrise Blvd
Rancho Cordova, CA 95742-0000

072 0260 034 0000
Dart Holdings LLC
2360 Lindbergh St
Auburn, CA 95602-9562

072 0260 045 0000
Michael R
2130 Canterbury Rd
Sacramento, CA 95815-3722

072 0260 046 0000
Moses & Shanon Sweis
947 Sterling Cir
Folsom, CA 95630-7502

072 0340 028 0000
Sacramento County Water Agency
827 7th St #301
Sacramento, CA 95814-2406

072 0340 032 0000
Ahlstrom
1653 Camino Verdera
Lincoln, CA 95648-7941

072 0340 066 0000
Taylor Perdun LLC
3099 Sunrise Blvd
Rancho Cordova, CA 95742-6502

072 0340 079 0000
Joshua Hunt
5750 S Watt Ave
Sacramento, CA 95829-9349

072 0340 081 0000
Lee & Karine Norman
11273 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0340 084 0000
Clarksons California Props
555 N Guild Ave
Lodi, CA 95240-0809

072 0340 089 0000
William Hoy
1936 S Durango Ave
Los Angeles, CA 90034-1117

072 0340 090 0000
John & Evelyn Lee 1998 Deceased Sett
690 Silver Lake Dr
Danville, CA 94526-6222

072 0340 093 0000
Karine & Lee Norman
11255 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0340 094 0000
Gary Jeffery
8581 Via Gwynn Way
Fair Oaks, CA 95628-3847

072 0340 102 0000
D Benvenuti Holdings LLC
4378 Auburn Blvd #300
Sacramento, CA 95841-4176

072 0340 103 0000
Lyon Prop Management LLC
5906 Etiwanda Ave
Rancho Cucamonga, CA 91739-9338

072 0340 104 0000
Raymond Alvarado Jr.
4209 Mephram Ct
El Dorado Hills, CA 95762-4280

072 0340 105 0000
Creeside Leasing LLC
1116 Sandwick Way
Folsom, CA 95630-6129

072 0340 106 0000
D Benvenuti Holdings LLC
4378 Auburn Blvd #300
Sacramento, CA 95841-4176

072 0340 107 0000
D Benvenuti Holdings LLC
4378 Auburn Blvd #300
Sacramento, CA 95841-4176

072 0340 108 0000
Jamal LLC
Po Box 293870
Sacramento, CA 95829-3870

072 0340 109 0000
Clarksons California Props
555 N Guild Ave
Lodi, CA 95240-0809

072 0340 110 0000
Robert & Patricia Grandinetti
11460 Tunnel Hill Way
Gold River, CA 95670-7224

072 0410 005 0000
Rugen Gen Partnership(Robert Ruge
3257 Monier Cir
Rancho Cordova, CA 95742-6824

072 0410 055 0000
Nurter LLC
322 W 22nd St
Upland, CA 91784-1419

072 0410 056 0000
Anita & James Van Hill
3223 Monier Cir
Rancho Cordova, CA 95742-6807

072 0410 057 0000
Dianne & Leo Fiori
3319 El Dorado Royale Dr
Cameron Park, CA 95682-8625

072 0410 058 0000
Debra & Peter Winterling
3450 Palmer Dr #4-251
Cameron Park, CA 95682-8253

072 0410 092 0000
Russell Adventures LLC
3251 Monier Cir
Rancho Cordova, CA 95742-6812

072 0410 093 0000
Russell Adventures LLC
3255 Monier Cir
Rancho Cordova, CA 95742-6857

072 0410 094 0000
Simon Building LLC
3341 Beatty Dr
El Dorado Hills, CA 95762-7002

072 0670 002 0000
Brent Henderson
9616 Wexford Cir
Granite Bay, CA 95746-7113

072 0670 003 0000
Leasing Sfc
3430 Luyung Dr
Rancho Cordova, CA 95742-6871

072 0670 008 0000
Nolasco
Po Box 1188
Roseville, CA 95678-8188

072 0670 010 0000
Pease
2391 Arden Way #220
Sacramento, CA 95825-4030

072 0670 022 0000
Price Company
999 Lake Dr
Issaquah, WA 98027-8990

072 0670 023 0000
Golden Arch Limited Partnership
2400 Sunrise Blvd
Gold River, CA 95670-4345

072 0670 024 0000
State Of California
Po Box 911
Marysville, CA 95901-0911

072 0670 025 0000
1325 J Street L
4378 Auburn Blvd #300
Sacramento, CA 95841-4176

072 0670 026 0000
Price Company
999 Lake Dr
Issaquah, WA 98027-8990

072 0670 027 0000
N Graduate
5664 Amber Fields Dr
Shingle Springs, CA 95682-8077

072 0670 028 0000
N Graduate
5664 Amber Fields Dr
Shingle Springs, CA 95682-8077

072 0680 069 0000
Parcel LLC
621 Capitol Mall #1900
Sacramento, CA 95814-4746

072 0680 070 0000
Parcel LLC
621 Capitol Mall #1900
Sacramento, CA 95814-4746

072 0260 009 0000
Occupant At
Sunrise Blvd
Rancho Cordova, CA 95742-0000

072 0260 034 0000
Occupant At
3096 Sunrise Blvd
Rancho Cordova, CA 95742-6503

072 0260 045 0000
Occupant At
3090 Sunrise Blvd
Rancho Cordova, CA 95742-6503

072 0260 046 0000
Occupant At
11185 White Rock Rd
Rancho Cordova, CA 95670-6142

072 0340 028 0000
Occupant At
Sunrise Blvd
Rancho Cordova, CA 95742-0000

072 0340 032 0000
Occupant At
3166 Fitzgerald Rd
Rancho Cordova, CA 95742-6802

072 0340 066 0000
Occupant At
3099 Sunrise Blvd
Rancho Cordova, CA 95742-6502

072 0340 079 0000
Occupant At
11341 White Rock Rd
Rancho Cordova, CA 95742-0000

072 0340 081 0000
Occupant At
11273 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0340 084 0000
Occupant At
11285 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0340 089 0000
Occupant At
3100 Sunrise Blvd
Rancho Cordova, CA 95742-7342

072 0340 090 0000
Occupant At
3110 Sunrise Blvd
Rancho Cordova, CA 95742-7310

072 0340 093 0000
Occupant At
11255 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0340 094 0000
Occupant At
3095 Sunrise Blvd
Rancho Cordova, CA 95742-6615

072 0340 102 0000
Occupant At
11340 White Rock Rd
Rancho Cordova, CA 95742-6606

072 0340 103 0000
Occupant At
3150 Fitzgerald Rd
Rancho Cordova, CA 95742-6904

072 0340 104 0000
Occupant At
3144 Fitzgerald Rd
Rancho Cordova, CA 95742-6802

072 0340 105 0000
Occupant At
3156 Fitzgerald Rd
Rancho Cordova, CA 95742-6889

072 0340 106 0000
Occupant At
11321 White Rock Rd
Rancho Cordova, CA 95742-6505

072 0340 107 0000
Occupant At
11311 White Rock Rd
Rancho Cordova, CA 95742-6505

072 0340 108 0000
Occupant At
Sunrise Blvd
Rancho Cordova, CA 95742-0000

072 0340 109 0000
Occupant At
White Rock Rd
Rancho Cordova, CA 95742-0000

072 0340 110 0000
Occupant At
11297 White Rock Rd
Rancho Cordova, CA 95742-6504

072 0410 005 0000
Occupant At
3257 Monier Cir
Rancho Cordova, CA 95742-6824

072 0410 055 0000
Occupant At
3221 Monier Cir
Rancho Cordova, CA 95742-6807

072 0410 056 0000
Occupant At
3223 Monier Cir
Rancho Cordova, CA 95742-6807

072 0410 057 0000
Occupant At
3235 Monier Cir
Rancho Cordova, CA 95742-6868

072 0410 058 0000
Occupant At
3237 Monier Cir
Rancho Cordova, CA 95742-6832

072 0410 092 0000
Occupant At
3251 Monier Cir
Rancho Cordova, CA 95742-6812

072 0410 093 0000
Occupant At
3255 Monier Cir
Rancho Cordova, CA 95742-6857

072 0410 094 0000
Occupant At
3251 Sunrise Blvd
Rancho Cordova, CA 95742-0000

072 0670 002 0000
Occupant At
3115 Gold Valley Dr
Rancho Cordova, CA 95742-6588

072 0670 003 0000
Occupant At
Gold Valley Dr
Rancho Cordova, CA 95742-0000

072 0670 008 0000
Occupant At
11300 Sanders Dr
Rancho Cordova, CA 95742-6834

072 0670 010 0000
Occupant At
3235 Sunrise Blvd
Rancho Cordova, CA 95742-7306

072 0670 022 0000
Occupant At
11260 White Rock Rd
Rancho Cordova, CA 95742-6571

072 0670 023 0000
Occupant At
11250 White Rock Rd
Rancho Cordova, CA 95742-6571

072 0670 024 0000
Occupant At
Sanders Dr
Rancho Cordova, CA 95742-0000

072 0670 025 0000
Occupant At
3160 Gold Valley Dr
Rancho Cordova, CA 95742-6577

072 0670 026 0000
Occupant At
11260 White Rock Rd
Rancho Cordova, CA 95742-6571

072 0670 027 0000
Occupant At
11270 Sanders Dr
Rancho Cordova, CA 95742-6805

072 0670 028 0000
Occupant At
11280 Sanders Dr
Rancho Cordova, CA 95742-6888

072 0680 069 0000
Occupant At
Kilgore Rd
Rancho Cordova, CA 95670-0000

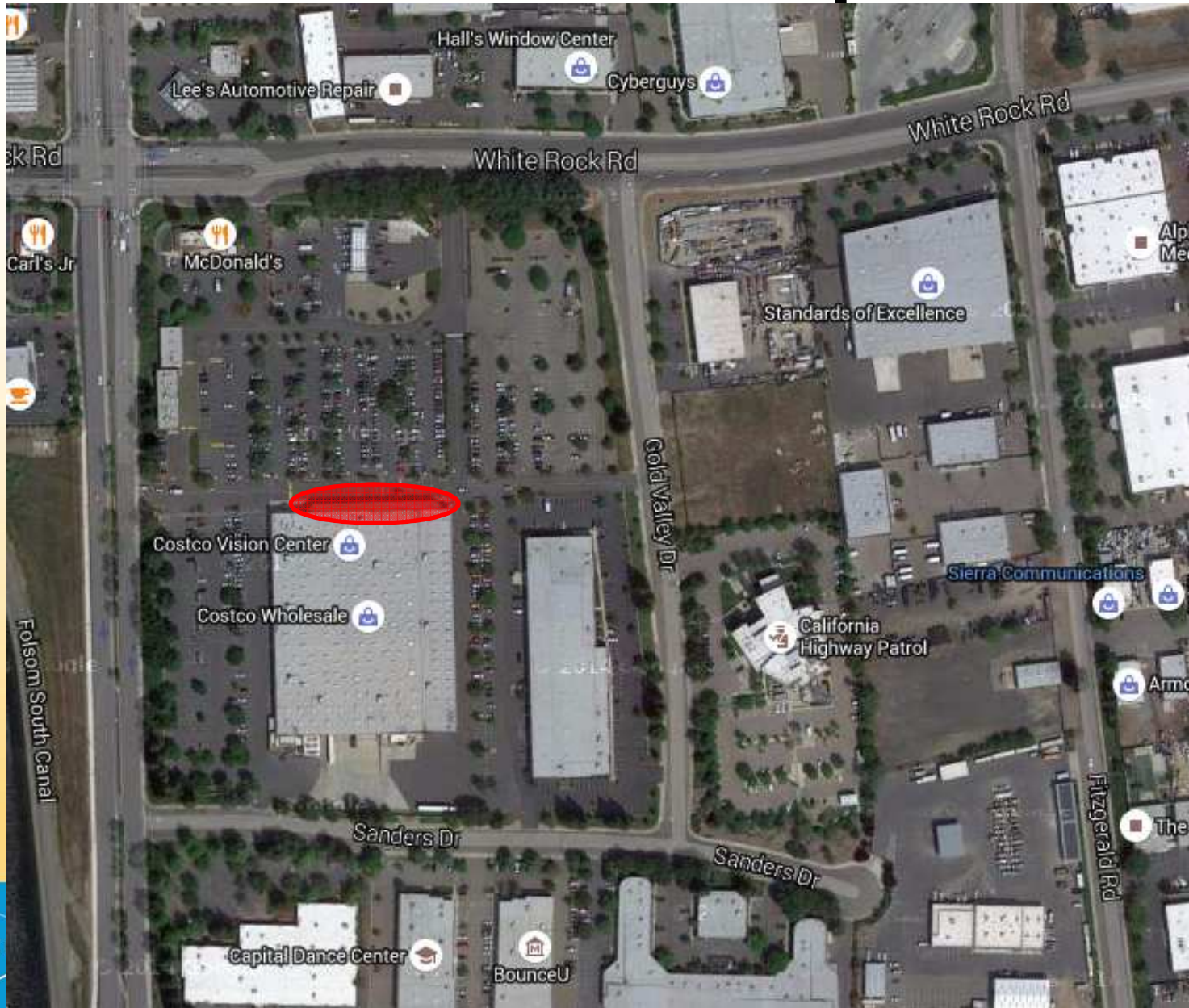
072 0680 070 0000
Occupant At
Kilgore Rd
Rancho Cordova, CA 95670-0000

Costco Wholesale Canopy Remodel

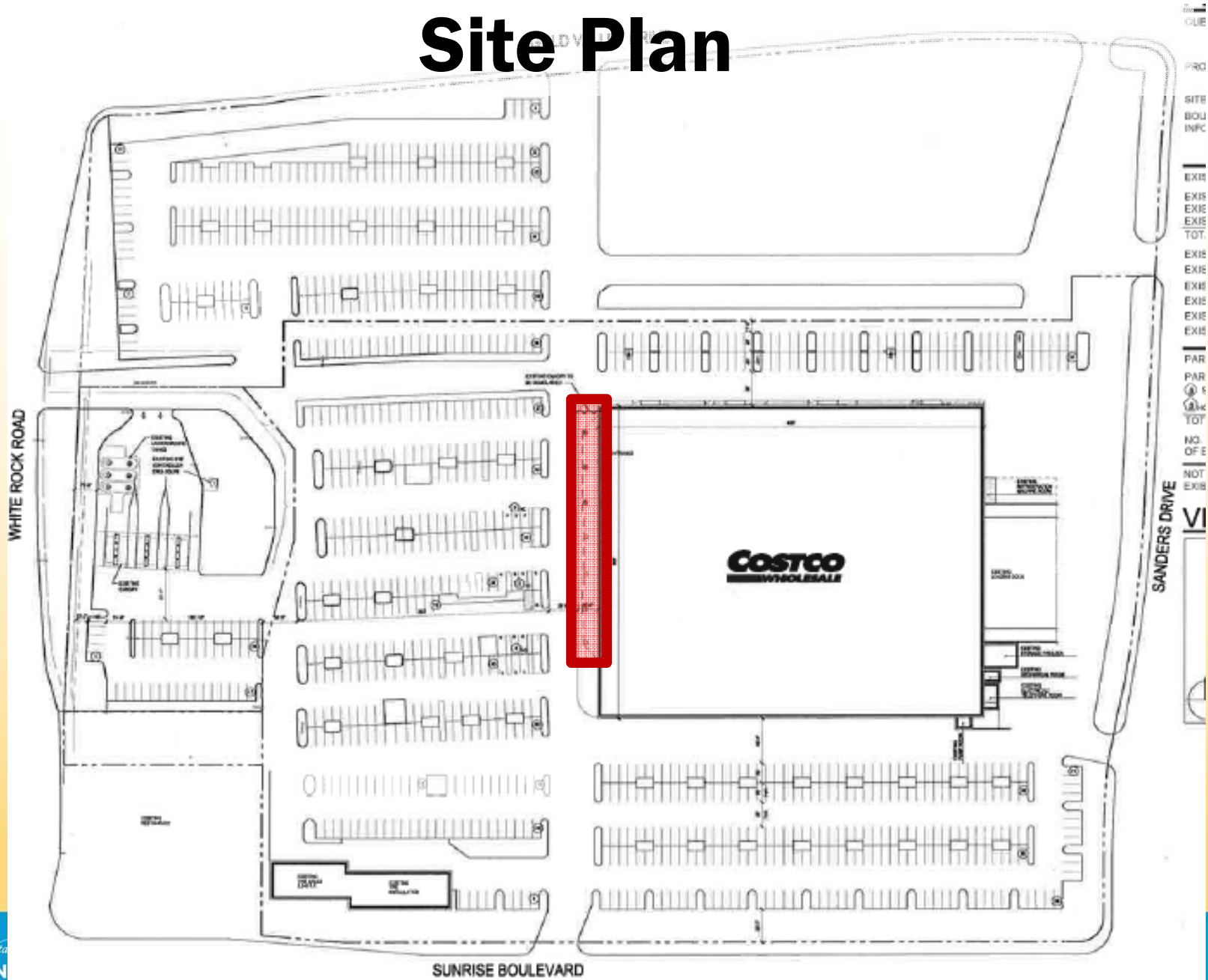
Major Design Review

Rancho Cordova City Council
Matthew Diaz, Project Planner
May 18, 2015

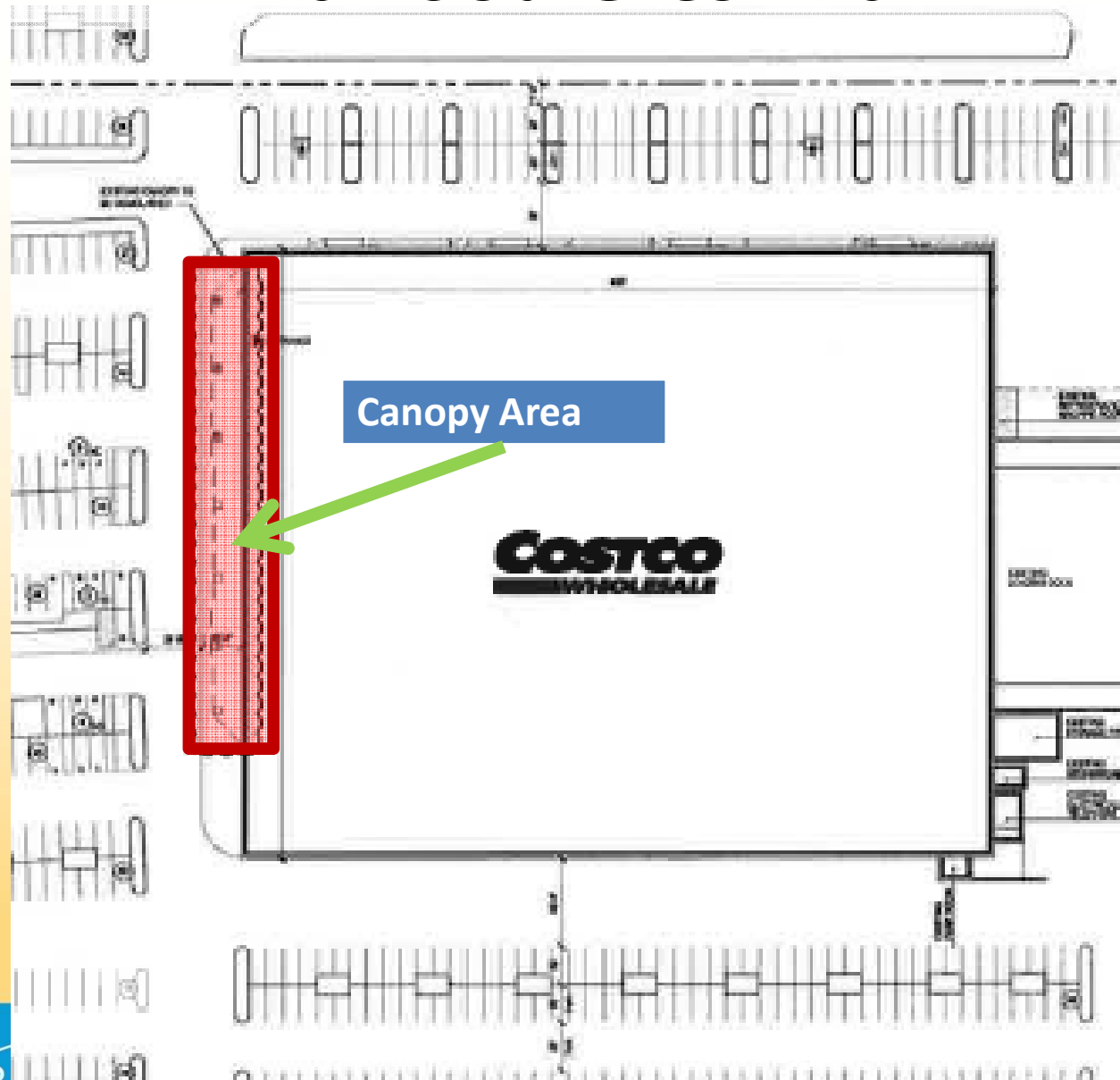
Context Map



Site Plan



Enhanced Site Plan



Existing Facade



Elevations



Elevations



Elevations



Conclusion

- Staff recommends approving the redesign.
- Any Questions?

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Principal Planner



SUBJECT: AMENDMENTS TO THE CITY-WIDE ZONING CODE AND FOLSOM BOULEVARD SPECIFIC PLAN REGARDING BREWERIES/WINERIES, TASTING ROOMS, AND OTHER COMMERCIAL USES

RECOMMENDATION

Introduce and waive first reading of Ordinance 8-2015.

RESULT OF RECOMMENDED ACTION

Approval of Ordinance 8-2015 will amend the Folsom Boulevard Specific Plan and City-wide Zoning Code to allow breweries/wineries, tasting rooms in certain specified zones by right or with appropriate permitting requirements. The project will also amend the Folsom Boulevard Specific Plan (FBSP) to amend allowances for certain light industrial uses, grocery stores, and neighborhood markets within the FB-CMU zone.

BACKGROUND

As seen throughout the region, craft brewery facilities are growing in popularity. The City has been approached by many of these facilities and has found some challenge in permitting them within the existing Code restrictions. The current standards would allow a facility of this type within the industrial zones but the definitions and permissions related to alcohol sales are unclear. In keeping with the City's progressive approach on economic development, staff has worked with the Council Subcommittee on the Zoning Code Amendments to draft revisions to both the FBSP and the City-wide Zoning Code to support these uses where appropriate and possible and to provide clarity for both staff and our customers.

In addition to the above amendments, in July 2014, the City Council held a study session discussion regarding Commercial Mixed Use zoning (FB-CMU) within the FBSP, specific to a few properties located on Trade Center Drive. At the conclusion of the discussion, the City Council directed staff to review and propose amendments to the FB-CMU zone to accommodate the existing building forms rather than rezoning these properties to a different designation. The amendments proposed within Table 2-2 of the FBSP include changes that address this previous Council direction.

Lastly, amendment to grocery store/supermarkets and neighborhood markets within both the FBSP and Zoning Code are included to clarify the permissions related to these uses.

Specific Amendments within the Zoning Code relating to the allowance of breweries/wineries include:

- Table 23.313-1: Introduction of new land use categories of “Artisanal and Specialty Manufacture, Display and Sales”; “Brew Pub”; “Tasting Room, Off-site”; and, respective allowances within the commercial mixed use zones
- Table 23.316-1: Introduction of new land use categories of “Artisanal and Specialty Manufacture, Display and Sales”; “Brew Pub”; “Tasting Room, Off-site”; “Brewery, Winery, Distillery”; and, respective allowances within the general commercial and industrial zones
- Section 23.1101.020, Land Use Definitions: Introduction of new land use definitions of “Artisanal and Specialty Manufacture, Display and Sales”; “Brew Pub”; “Tasting Room, Off-site”; “Brewery, Winery, Distillery”; minor amendments to “Bars and nightclubs”; “Grocery store/supermarket”; and “Neighborhood market”

Specific Amendments within the Folsom Boulevard Specific Plan include:

1. Table 2-2: Introduction of “Brew Pub”; “Grocery store/supermarket”; “Neighborhood market”; “Tasting Room, Off-site”; and “Wholesaling and Distribution”; and, respective allowances within FB-CMU and FB-OIMU zones; amendments to allowances for “Artisanal and Specialty Manufacture, Display and Sales” and “Manufacturing – Minor”
2. Chapter 8, Section B, Use Classifications: Amendments to “Artisanal and Specialty Manufacture, Display and Sales” and “Brewery, Winery, Distillery”; introduction of new definitions of “Brew Pub”; “Grocery store/supermarket”; “Neighborhood market”; and “Tasting Room, Off-site”

PROJECT ANALYSIS

The proposed amendments related to alcoholic beverage manufacturing and consumption have been created to support the craft brewery industry that is growing in popularity throughout the region. When implemented, the amendments will result in swift processing of applicable permits for craft brewery facilities including both the traditional manufacturing component of the business as well as the stand-alone retail tasting rooms that serve to support their overall operation. Small, craft brewery, winery, or craft distillery facilities with annual production quantities, 60,000 barrels or 60,000 gallons respectively, would be classified as “Artisanal and Specialty Manufacturing, Display and Sales” and would be allowed by right within the commercial mixed use zones and the general commercial zones. Off-site tasting rooms and brew pubs would also be permitted by right within these categories. More traditional, large production facilities would fall into the “Brewery, Winery, Distillery” category and be permitted by right within the City’s industrial zones. As proposed, these amendments create a distinction between large, commercial producers and small, local producers and place these facilities in the appropriate zones. Off-site sales of alcoholic beverages being produced within these three facility types are permitted within the definitions of each use type. All proposed amendments associated with artisanal manufacturing, breweries, wineries, distilleries, and tasting rooms are consistent with all other provisions with Title 23 of the Municipal Code and the Folsom Boulevard Specific Plan.

As a follow up to last year’s Council study session discussion on industrial-type buildings on Trade Center Drive, the proposed amendments modify some allowances within the Industrial use listings in Table 2-2 of the FBSP. As proposed, minor manufacturing and research and development would be permitted by right in both the FB-CMU and FB-OIMU zones. Additionally, wholesaling and distribution would be a new allowable use, allowed with an

Administrative Use Permit in the FB-CMU zone and by right in the FB-OIMU zone. These modifications would efficiently permit uses within the FBSP that are in keeping with the form and function of the existing buildings along Trade Center Drive. It would also allow more opportunity for existing buildings along Folsom Boulevard to be utilized in new ways. The amendments are supportive of innovative economic development activities that could occur in the future.

The proposed FBSP amendments also include introducing and defining grocery store/supermarkets and neighborhood markets within the FBSP. This is intended to clarify the City Council's intent to allow these land use categories within the specific plan area. The specific plan is currently silent on these land use categories. In practice, when the FBSP is silent on a certain use, they are either not allowed or an interpretation must take place to determine if a similar use is allowed and whether or not the certain use should be allowed. Given the potential concerns related to smaller convenience-type stores, staff determined including these two specific categories within the FBSP was appropriate. The proposed amendment include the following: a neighborhood market would encompass more than 5,000 square feet and less than 15,000 square feet of sales floor; a grocery store/supermarket would be larger than 15,000 square feet. These limits are similar to those existing in the city-wide zoning code although; this project also includes amendments within the City-wide code to fully incorporate these limits as well. Convenience stores would not be listed within the FBSP and would therefore not be permitted.

ENVIRONMENTAL ANALYSIS

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 amendments to the City-Wide Zoning Code and Folsom Boulevard Specific Plan are activities 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.

First, the proposed amendments do not constitute substantial changes to the existing policies and actions in the General Plan. The proposed amendments are limited in nature and are not substantial changes to existing policies and actions contained in the General Plan. Overall, the project would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the General Plan Final EIR or Folsom Boulevard Specific Plan MND (State CEQA Guidelines Section 15162[a][1]) that would require major revisions to the General Plan Final EIR or FBSP MND. All impacts would be nearly equivalent to the impacts previously analyzed in the General Plan Final EIR and FBSP MND.

Second, the City is not aware of any substantial changes in the circumstances that would cause a new significant impact or substantially increase the severity of a previously identified significant impact requiring major revisions to the General Plan EIR or FBSP MND (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the Folsom Boulevard Specific Plan Area not contemplated and analyzed in the General Plan EIR and FBSP MND that would result in new or substantially more severe environmental impacts.

Third, there is no new information of substantial importance (which was not known or could not have been known at the time of the General Plan adoption in June 2006) that identifies: a new significant impact (condition “A” under State CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition “B” State CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects of the General Plan; or mitigation measures or alternatives which are considerably different from those analyzed in the General Plan EIR or FBSP MND which would substantially reduce one or more significant effects on the environment (conditions “C” and “D” State CEQA Guidelines Section 15162[a][3]). None of the “new information” conditions listed in the State CEQA Guidelines Section 15162[a][3] are present here to trigger the need for a subsequent EIR.

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.

FISCAL IMPACT

There is no anticipated fiscal impact of the proposed action on City finances.

ATTACHMENTS

1. Ordinance 8-2015, including amended Table 2-2 and amended Chapter 8 Section B of the Folsom Boulevard Specific Plan (**Exhibit A**) and amended Table 23.313-1, Table 23.316-1, and Section 23.1101.020 of the Municipal Code (**Exhibit B**).
2. Redline versions of amendments to the Folsom Boulevard Specific Plan and Title 23, Zoning, of the Municipal Code.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN AND TITLE 23 OF THE
MUNICIPAL CODE****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Purpose and Declarations.**

WHEREAS, as seen throughout the region, craft brewery facilities are growing in popularity and the City has been approached by many of these facilities and has found some challenge in permitting them within the existing Code restriction; and

WHEREAS, in keeping with the City's progressive approach on economic development, staff has worked with the Council Subcommittee on the Zoning Code Amendments to draft revisions to both the FBSP and the City-wide Zoning Code to support these uses where appropriate and possible and to provide clarity for both staff and our customers; and

WHEREAS, in July 2014, the City Council conducted a study session discussion regarding Commercial Mixed Use zoning (FB-CMU) within the Folsom Boulevard Specific Plan (FBSP), specific to a few properties located on Trade Center Drive; and

WHEREAS, the City Council directed staff to review and propose amendments to the FB-CMU zone to accommodate the existing building forms rather than rezoning these properties to a different designation; and

WHEREAS, amendments to grocery store/supermarkets and neighborhood markets within both the FBSP and Zoning Code are included to clarify the permissions related to these uses; and

WHEREAS, the certified Environmental Impact Report prepared for the previously adopted General Plan was found to adequately address all potential environmental impacts associated with the adoption of the proposed Zoning Code amendments; and

WHEREAS, the Mitigated Negative Declaration prepared for the previously adopted Folsom Boulevard Specific Plan was found to adequately address all potential environmental impacts associated with the adoption of the proposed Specific Plan amendments; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and the Folsom Boulevard Specific Plan Mitigated Negative Declaration and require no further environmental review under State CEQA Guidelines Section 15162; and

WHEREAS, on May 18, 2015, the City Council held a properly noticed public hearing for this Ordinance.

ATTACHMENT 1**Section 2: Findings.** The City Council hereby finds:

A. **CEQA Compliance.** 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 amendments to the City-wide Zoning Code and Folsom Boulevard Specific Plan are activities 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.

B. **The proposed amendment is consistent with the General Plan.** The attached Zoning Code and FBSP Amendment ("Amendment") are consistent with the General Plan as required by Government Code Section 65454. The Amendment will provide for additional and varied land use opportunities throughout the City. Regulations related to craft breweries will aid in creating a destination place for residents and visitors within Rancho Cordova. Increased use opportunities will serve to redevelop and regenerate the existing building stock along Folsom Boulevard and Trade Center Drive.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The attached Amendment is focused on addressing economic development opportunities within the brewery and winery segment, providing additional opportunities for building usage within the FBSP, and clarifying the parameters and use permissions for grocery stores and neighborhood markets. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City. Rather, the amendments will be beneficial and serve the public interest by allowing for economic development of the City's existing building stock.

D. **The proposed amendment is internally consistent with other applicable provisions of this zoning code.** The attached Amendment was reviewed for consistency with the entirety of the FBSP and Title 23 of the Municipal Code.

Section 3. Amendments to the Folsom Boulevard Specific Plan

The City Council hereby adopts amended Table 2-2 and amended Chapter 8 Section B of the Folsom Boulevard Specific Plan in **Exhibit A**, attached and incorporated herein.

Section 4. Amendments to Title 23

The City Council hereby adopts amended Table 23.313-1, Table 23.316-1, and Section 23.1101.020 of the Municipal Code in **Exhibit B**, attached and incorporated herein.

Section 5. 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,

ATTACHMENT 1

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 6. 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 on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

Land Use Plan and Allowed Uses

Table 2-2 Use Table for Mixed Use Classifications

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Residential Use Listings			
Child Day Care Facility	P	C	C
Caretaker Housing	P	P	P
Day Care Home (Adult Day Care, Family Day Care (Small), and Residential Care)	P	N	N
Dwelling, Multifamily	p ¹	p ¹	N
Emergency Shelter	P	N	P
Family Day Care Home, Large	C	N	N
Live-Work Facility	p ¹	p ¹	P
Community Service Use Listings			
Club, Lodge, Private Meeting Hall	p ²	P	P
Community Center	P	P	A
Community Garden	P	A	A
Indoor Amusement/Entertainment	C ²	P	P
Indoor Fitness and Sports Facility	C ²	P	A
Library, Museum	p ²	P	P
Outdoor Commercial Recreation	A	A	P
Park, Public Plaza	p ²	P	A
Public Safety Facility	p ²	P	P
Religious Institution	p ²	P	P
School – Public	p ²	P	P
School – Private, Special/Studio	p ²	P	P
Theatre, Auditorium	C ²	P	P
Utility, Transportation, and Communication Use Listings			
Heliport	N	C	C
Park-and-Ride Facility	N	P	P
Telecommunications Facility	L ^{2, 3}	L ³	p ³
Transit Station or Terminal	N	P	P
Utility Facility or Infrastructure	L ^{2, 4}	L ⁴	L ⁴

Chapter 2

Land Use Plan and Allowed Uses

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Retail, Service, and Office Listings			
Alcoholic Beverage Sales	N	C	C
Artisan Shop	L	P	P
Artisanal and Specialty Manufacture, Display and Sales	N	P	P
Art, Antique, Collectable	L	P	P
Bank, Financial Services	P ²	P	P
Bar, Nightclub	C ^{6, 2}	C ⁵	C ⁵
Bed and Breakfast	P ²	N	N
Brewery, Winery, Distillery	N	C	C
Brew Pub	N	P	A
Building Material Store and Yard	N	P ⁶	L ⁷
Business Support Services	L ^{7, 8, 2}	P	P
Drive-In/Drive-Through Sales/Services	N	C	C
Event and Office Equipment Sales and Rental	N	P ⁷	P ⁷
Grocery store/supermarket	N	P	L
Home Improvement Supplies	L ²	L ²	P ⁹
Hotel/Motel	C ²	P	C
Kennel	N	C	L
Medical Services – Extended Care	P ²	C	C
Medical Services – General	P ²	P	P
Medical Services – Hospital	P ²	P	P
Neighborhood market	N	P	C
Office – Business and Professional	L ²	P	P
Office – Accessory	P ²	P	P
Personal Services	P ^{2, 8}	P	P
Restaurant	L ²	P	L ²
Retail – Accessory	L ²	P	P
Retail – General	L ^{2, 9}	P	P
Tasting Room, Off-site	N	P	P

Land Use Plan and Allowed Uses

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Veterinary Facility	N	P	P
Automotive and Vehicle Use Listings			
Auto Parts Sales	N	P ⁹	N
Auto/Vehicle Retail Sales/Rental	N	C	N
Car Wash and Detailing	N	C ¹⁰	N
Service Station	N	C	N
Vehicle Services – Minor	N	C ¹⁰	A
Industrial, Manufacturing, and Processing Use Listings			
Manufacturing – Minor	N	P	P
Manufacturing – Small-Scale	N	P	P
Printing and Publishing	N	C	P ¹⁰
Research and Development	N	P	P
Storage, Personal	N	N	C
Storage, Warehouse	N	P	P
Wholesaling and distribution	N	A	P
Special Regulated Uses			
Card Room	N	N	N
Check Cashing Business	N	N	N
Massage Parlor	N	N	N
Pawnshop	N	N	N
Recycling Facility, Collection Facility	N	N	C
Sexually Oriented Business	N	N	N
Smoke Shop	N	N	N
Tattoo Parlor	N	N	N
Thrift Store	N	N	N

Notes:

1. See the density allowance in the development standards for the corresponding land use designation as listed in Chapters 4 (Development Standards) and 5 (Opportunity Sites).
2. Limited to less than 50 percent of the gross floor area of the integrated development as a secondary use only. See exception for vertical mixed use in the FB-CMU as outlined in Chapter 5 (Development Standards).
3. Subject to the provisions of the Telecommunications Facility section of the City's Zoning Code (23.907.020).
4. Subject to the provisions of the Utility, Facilities, and Infrastructure section of the City's Zoning Code (23.907.030).

Chapter 2

Land Use Plan and Allowed Uses

5. *In an effort to add retail vibrancy, formalize display opportunities, and create a free flow of sales interaction along Folsom Boulevard, the minimum amount of interior sales and display space shall be 25% located to maximize public accessibility.*
6. *All forms of speaker amplification exterior to the building shall be prohibited unless authorized in project approval.*
7. *All activities shall occur within a completely enclosed building or screened from view behind a fence or wall.*
8. *Maximum gross floor area is less than 5,000 square feet.*
9. *All activity and storage must be located within an enclosed structure.*
10. *No portion of the use shall be located within 500 feet of an intersection within the FB-CMU district.*

Chapter 8

Glossary

B. Use Classifications

The permitted land uses districts are unique to this Specific Plan. Where there are conflicts with existing definitions in the City's Zoning Code, the use classifications of this Specific Plan will prevail. The listing of use classifications below is organized alphabetically.

Alcoholic Beverage Sales. The retail sale of beer, wine, and/or other alcoholic beverages for consumption off-premises. On-premises consumption is not included in this definition and is considered accessory to the primary use.

Artisan Shop. A retail store selling art glass, ceramics, jewelry, and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items being sold.

Artisanal and Specialty Manufacture, Display and Sales. The manufacture, display and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other applicable state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL). This listing includes craft breweries, small scale winery production facilities, and craft distilleries. Such facilities manufacture alcoholic beverages with an annual production of less than 60,000 barrels of beer or 60,000 gallons of wine or spirits respectively. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also "Tasting Room, Off-site".

Art, Antique, Collectable. Retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectable items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as "Artisan Shops."

Auto and Vehicle Retail Sales and Rental. Retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"), bicycle and moped sales (see "Retail – General"), tire recapping establishments (see "Vehicle Services – Major"), businesses dealing exclusively in used parts, (see "Recycling Facility– Scrap and Dismantling"), or "Service Stations," which are separately defined.

Auto and Vehicle Sales, Wholesale. Wholesale establishments selling new and used vehicles and used vehicle parts.

Auto and Vehicle Storage. Facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling or retail sales.

Auto Parts Sales. Stores selling new and used automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services – Major" or businesses dealing exclusively in used parts, which are included under "Recycling Facility – Scrap and Dismantling."

Banks and Financial Services. Financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM) that are attached or stand-alone.

Bars and Nightclubs. Any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

Bed and Breakfast. A residential structure with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable Health Department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels/Motels."

Brewery, Winery, Distillery. A facility where specific alcoholic beverages are manufactured, with an annual production of more than 60,000 barrels of beer or 60,000 gallons of wine or spirits per year. Incidental to the manufacturing process, a tasting area not to exceed 50% of the overall floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits.

Brew Pub. An establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the Alcoholic Beverage Control. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall

Chapter 8

Glossary

occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually. May also include the wholesale distribution of beverages for off-site consumption.

Building Materials Stores and Yards. Retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Warehousing and Distribution." Hardware stores are listed in the definition of "Retail – General," even if they sell some building materials. Also see "Home Improvement Supplies" for smaller specialty stores.

Business Support Services. Establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Other support services include but are not limited to equipment repair services (except vehicle repair, see "Vehicle Services – Major"), commercial art and design (production), computer-related services (rental, repair), copying, quick printing, and blueprinting services (other than those defined as "Printing and Publishing"), equipment rental businesses within buildings (a rental yard is a "Storage Yard"), film processing laboratories, heavy equipment repair services where repair occurs on the client site, janitorial services, mail advertising services (reproduction and shipping), mailbox services, other "heavy service" business services, outdoor advertising services, and photocopying and photofinishing.

Card Room. Gambling establishments that offer card games for play by the public.

Caretaker Housing. A residence that is accessory to a nonresidential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

Car Wash and Detailing. Permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are typically fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day, and are not part of this use classification.

Check Cashing Business. An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see "Banks and financial services").

Child Day Care Facility. A State-licensed facility which provides nonmedical, care, protection, and supervision to more than 14 children under 18 years of age on a less than 24-hour basis.

Chapter 8

Glossary

two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include second dwelling units.

Emergency Shelter. Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Event and Office Equipment Sales and Rental. Service establishments which may offer a wide variety of materials and equipment for rental (e.g., event table and chairs, portable dance floors, office equipment).

Family Day Care Home – Large. A State-licensed facility that provides nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for 7 to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

Fuel Storage and Distribution. A large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

Grocery Store/supermarket. A retail business of more than 15,000 square feet in size where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate listing for “Neighborhood Market”.

Heliport. A designated, marked area on the ground or on the top of a structure where helicopters may land at any time.

Home Improvement Supplies. Establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger Building Materials Stores and Yards use classification and may be combined with or separate from such uses.

Home Occupation. The conduct of business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property.

Hotels/Motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging (e.g., restaurants, meeting facilities, personal services). Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

Chapter 8

Glossary

laundry and dry cleaning plants, metal products fabrication, food and beverage manufacturing, etc. Also see "Manufacturing – Major" and "Manufacturing – Small-Scale."

Manufacturing – Small-Scale. Establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery, and other ceramics, as well as small glass and metal art and craft products. Also see "Manufacturing – Major" and "Manufacturing – Minor."

Massage Parlor. An establishment where the primary service is to provide massages to customers. This does not include businesses where massage is a secondary use such as a beauty salon or chiropractor's office.

Medical Services – Extended Care. Residential facilities providing nursing and health-related care as a primary use with inpatient beds, including but not limited to board and care homes, convalescent and rest homes, extended care facilities, skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under "Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care)."

Medical Services – General. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals (e.g., medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, allied health service). Counseling services by other than medical doctors or psychiatrists are included under "Offices – Business and Professional."

Medical Services – Hospitals. Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of "Retail – Accessory"), and emergency heliports.

Neighborhood Market. A pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. Neighborhood markets may include deli services that are ancillary to the market/grocery portion of the use. See also "Grocery store/supermarket".

Offices – Accessory. Offices that are accessory to another business or sales activity that is the primary use. This does not apply to incidental office space that is part of the primary tenant space. The qualification criteria for this definition are that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leasable floor area of the primary tenant space.

Offices – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government

Chapter 8

Glossary

motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

Smoke Shop. An establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or devotes 15 percent or more of the total floor area to selling tobacco products. Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Storage, Personal. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

Storage Yard. The storage of various materials outside of a structure other than fencing, either as an accessory use or a principal use.

Storage, Warehouse. A facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see "Storage, personal storage facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and distribution").

Tasting Room, Off-site. A facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption.

Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in “Artisanal and Specialty Manufacture, Display and Sales” or “Brewery, Winery, Distillery”. Any facility not operating with these standards is considered “Bars and Nightclubs”.

Tattoo Parlor. Any establishment that engages in the business of tattooing and/or branding human beings.

Telecommunications Facility. Facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

Theatres and Auditoriums. Indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor Commercial Recreation.”

Thrift Store. A retail establishment selling secondhand goods donated by members of the public.

Transit Stations and Terminals. Passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Utility Facility and Infrastructure. This includes fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in “Offices”), or equipment and material storage yards.

Vehicle Services – Major. The repair, alteration, restoration, towing, painting, cleaning (e.g., attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

Vehicle Services – Minor. Minor facilities specializing in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check, self-service car wash).

require approval of a limited use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Second Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	AUP	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	L	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	L	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility	AUP	P	P	P	AUP	L	P	P	
Indoor Fitness and Sports Facility	L	P	P	P	AUP	L	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation	N	C	P	P	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios	P	P	P	P	C	P	P	P	
Schools, Public	P	P	P	P	P	P	P	P	

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Theaters and Auditoriums	C	P	P	P	N	AUP	P	P	
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	L	L	L	L	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	L	P	P	P	P	L	P	P	
Telecommunication Facility	C	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	L	L	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	P ²	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	N	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs	C ³	C ³	C ^{2,3}	C ^{2,3}	C ^{2,3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2,4,5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Child Day Care Facility	AUP	AUP	AUP ²	AUP ²	AUP ²	P	C	C	

Rancho Cordova Municipal Code
Chapter 23.313 MIXED-USE ZONING DISTRICTS

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Convenience Stores	L ²	L	L ²	L ²	L ²	L	L	L	
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{4, 2}	AUP ⁴	AUP ⁴	AUP ⁴	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	L ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	P	P	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	L ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	L ¹⁰	P	P	P	
Personal Services	P ^{5, 2}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	L	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Tasting Room, Off-site	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	L ²	P	P	P	L	L	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	P ¹²	N	N	N	

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.313 MIXED-USE ZONING DISTRICTS

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto Parts Sales	N	P ^{11,12}	N	N	P ^{11,12}	N	N	N	
Car Washing and Detailing	N	L ¹³	L ¹³	L ¹³	L	N	C	C	
Service Stations	N	L	L	L	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	P ¹²	N	N	N	
Vehicle Services, Minor	N	L ^{12,13}	N	L ¹²	P ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C	P	N	N	N	
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Wholesaling and Distribution	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Special Regulated Uses									
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors	N	P	N	N	N	N	N	N	
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	L	L	N	N	N	RCMC 23.919.090

Notes:

1. See the density restrictions in the underlying zoning district.
2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development.

3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use.
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit. On-site consumption is considered a permitted use if the related use is a permitted use.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an LUP.
 21. CUP required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, limited use permit or conditional use permit may be obtained to deviate from this requirement.
- [Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

23.313.040 Development standards.

The following development standards are applicable to the mixed-use zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development. Where identified, the downtown shall be that area identified as the downtown planning area in the city's General Plan and as illustrated in Figure 23.313-1.

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	AUP	RCMC 23.901.020
Dwelling, Multifamily	P	C	N	RCMC 23.901.070 (if senior independent living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	RCMC 23.901.030
Live-Work Facility	P	P	N	RCMC 23.901.040
Mobile Home Park	C	N	N	RCMC 23.901.050
Single-Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility	P	AUP	AUP	
Indoor Fitness and Sports Facility	P	AUP	AUP	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	L	L	
Schools, Private and Special/Studios	P	L ¹	L ¹	
Schools, Public	P	P	P	
Theaters and Auditoriums	P	C	C	
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	P ²	P ²	
Fuel Storage and Distribution	N	P ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Telecommunication Facility	L	L	L	RCMC 23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	L	P	P	RCMC 23.907.030
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	L	
Art, Antique, Collectable	P	AUP	L	
Artisan Shops	P	AUP	L	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Banks and Financial Services	P	AUP	L	
Bars and Nightclubs	C	C	C	
Brew Pub	P	AUP	L	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	L	L	L	
Child Day Care Facility	P	C	N	
Convenience Stores	P	C	C	RCMC 23.910.020
Drive-in and Drive-through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2,8}	P ^{2,8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	L	L	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	L	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	L	P	
Mortuaries and Funeral Homes	P	C	C	

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Neighborhood Market	P	AUP	L	
Offices, Business and Professional	P	AUP	L	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	L	
Restaurants	P	AUP	L	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	L	
Retail, Warehouse Club	P	AUP	L	
Tasting Room, Off-site	P	AUP	L	
Veterinary Facility	P	P ²	P ²	
Automobile and Vehicle Uses				
Auto and Vehicle Dismantling	N	N	C	RCMC 23.913.020
Auto and Vehicle Sales	L	L ⁵	L ⁵	RCMC 23.913.040
Auto and Vehicle Rental	P ⁹	P ⁹	P ⁹	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	L ⁵	L	L	RCMC 23.913.040
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing and Detailing	C	P	P	
Service Stations	C	C	C	RCMC 23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Brewery, Winery, Distillery	N	P	P	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	L ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	L	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ²	P	

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Storage, Warehouse	L	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	
Special Regulated Uses				
Card Rooms	N	C	C	RCMC 23.919.020
Check Cashing Businesses	N	N	C	RCMC 23.919.030
Massage Parlor	N	N	C	
Pawnshops	N	N	C	RCMC 23.919.040
Recycling Facility, Collection Facility	N	L	P	RCMC 23.919.050
Sexually Oriented Businesses	N	P	P	RCMC 23.919.060
Smoke Shops	N	N	C	RCMC 23.919.070
Tattoo Parlors	N	N	C	RCMC 23.919.080
Thrift Store	N	L	C	RCMC 23.919.090

Notes:

1. Trade schools permitted by right, all other schools require an LUP.
 2. Permitted if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall.
 3. Off-site sales of alcohol permitted as an allowed use if incidental to a permitted use (e.g., breweries, wineries). Only retail sale of alcohol is permitted as part of the primary use. All other types of off-site sales (e.g., convenience store) require a conditional use permit. See Wholesaling and Distribution for nonretail sales.
 4. On-site sales permitted with limited use permit. Off-site requires a conditional use permit.
 5. Incidental sales up to 15 percent of developed portion of site are permitted as a by-right use and must be fully screened from view or enclosed within a building. Automotive sales that exceed 15 percent of the developed portion of the site or outdoor display areas that are not screened from view may be permitted with the issuance of a limited use permit.
 6. All retail, accessory and office, accessory uses are permitted up to a combined 50 percent of total building square footage.
 7. The following limitations apply to retail, accessory and office, accessory in the M-2 district:
 - a. Sales are allowed when incidental to a permitted use and sales and stock room area do not exceed 25 percent of total floor area;
 - b. Offices are allowed when incidental to a permitted use and do not exceed 25 percent of total floor area;
 - c. Cafes/restaurants are allowed up to 15 percent of building square footage (freestanding restaurants require the issuance of a CUP).
 8. Up to 50 percent of total building area may be used for storage, warehousing, distribution or similar use as a permitted use. A CUP is required to exceed this percentage.
 9. This use is permitted if an integral part of the primary use (unrelated, incidental rental operations are not permitted). Additional provisions in RCMC 23.913.040 apply.
- [Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

and grooming are defined separately under “Animal sales and grooming.” Keeping of animals is defined separately under “Animal keeping.”

“Animal keeping” means care and maintenance of animals on private property. The listing below provides a distinction between various types of animals related to allowed use provisions in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). This classification is distinct from animal husbandry, animal sales and grooming, and equestrian facilities (commercial or hobby). Also see “Kennels, commercial,” which provides for the boarding of animals (e.g., “doggie day care”).

A. “Domestic pets” means small animals (no larger than the largest breed of dogs) customarily kept as pets within a dwelling unit. This classification includes dogs, cats, fish, and birds (excluding large tropical birds and poultry).

B. “Exotic animals” means wild animals not customarily confined or cultivated by man for domestic or commercial purposes, but kept as a pet or for display, including potbelly pigs, snakes, reptiles, and large tropical birds (including peacocks).

C. “Livestock animals” means domesticated animals that may be kept or raised in pens, barns, houses, and pastures, whether for commercial or private use. Livestock includes, but is not limited to, cattle, sheep, swine, goats, equine, and fowl.

D. “Poultry” means domesticated birds (fowl) customarily kept for eggs or meat. This classification includes chickens, roosters, ducks, geese, turkeys, guinea fowl, and Cornish game hens.

“Animal sales and grooming” means retail sales of domestic and exotic animals, bathing and trimming services, and boarding of said animals for a maximum period of 72 hours, conducted entirely within an enclosed building with no outdoor use.

“Art, antique, collectable” means retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as “Artisan shops.”

“Artisan shops” means retail stores selling art, glass, ceramics, jewelry, and other handcrafted items, where the facility includes an area for the crafting of the items being sold.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL). This listing includes craft breweries, small scale winery production facilities, and craft distilleries. Such facilities manufacture alcoholic beverages with an annual production of less than 60,000 barrels of beer or 60,000 gallons of wine or spirits respectively. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work

area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting Room, Off-site”.

“Auto and vehicle sales and rental” means retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see “Auto parts sales”), bicycle and moped sales (see “Retail, general”), tire recapping establishments (see “Vehicle services – major”), businesses dealing exclusively in used parts (see “Recycling facility – scrap and dismantling”), or “Service station,” all of which are separately defined.

“Auto and vehicle sales, wholesale” means wholesale establishments selling new and used vehicles and used vehicle parts. This use is normally developed as part of an auto wrecking yard, junkyard, or salvage yard. Conventional automobile dealerships are listed under “Auto and vehicle sales and rental.”

“Auto and vehicle storage” means facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling (see “Auto vehicle dismantling”) or retail sales (see “Auto and vehicle sales, wholesale”).

“Auto parts sales” means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see “Vehicle services – minor”). Does not include tire recapping establishments, which are found under “Vehicle services – major” or businesses dealing exclusively in used parts, which are included under “Auto and vehicle sales, wholesale.”

“Auto vehicle dismantling” means establishments for the dismantling of automobile vehicles, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. Retail sales are included under the definition of “Auto and vehicle sales, wholesale.”

“Banks and financial services” means financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM).

“Bars and nightclubs” means any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages.. Bars and nightclubs may include outdoor food and beverage areas.

“Bed and breakfast inns” means residential structures with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be

provided subject to applicable health department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels and motels."

"Brewery, winery, distillery" means a facility where specific alcoholic beverages are manufactured, with an annual production of more than 60,000 barrels of beer or 60,000 gallons of wine or spirits. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also "Tasting Room, Off-site".

"Brew pub" means an establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the ABC. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually per ABC licensing standards. May also include the wholesale distribution of beverages for off-site consumption.

"Broadcasting and recording studios" means commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings. Does not include transmission and receiving apparatus such as antennas and towers, which are under the definition of "Telecommunication facility."

"Building materials stores and yards" means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Wholesaling and distribution." Hardware stores are listed in the definition of "Retail, general," even if they sell some building materials. Also see "Home improvement supplies" for smaller specialty stores.

"Bus and transit shelter" means a small structure designed for the protection and convenience of waiting transit passengers and that has a roof and usually two or three sides.

“Child day care facility” means a state-licensed facility which provides nonmedical care, protection, and supervision to more than 14 children under 18 years of age, on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.

Clear Vision Triangle. The clear vision triangle (sometimes called the “sight triangle”) is a triangular-shaped area on corner lots. Fences and landscaping within this area are limited to 30 inches above the elevation of the curb or street centerline so that drivers stopped at an intersection can see oncoming traffic. Buildings, of course, are prohibited. Regulations related to the clear vision triangle are provided in Chapter 12.12 RCMC, Obstruction of Corners.

“Clubs, lodges, and private meeting halls” means permanent, headquarters-type and meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members, including facilities for business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations; and other membership organizations.

“Community centers/civic uses” means multipurpose meeting and recreational facilities typically consisting of one or more meeting or multipurpose rooms, kitchens and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

“Community garden” means a site used for growing plants for food, fiber, herbs, or flowers, which is shared and maintained by city residents.

“Convenience stores” means easy-access retail stores of 5,000 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers’ shopping needs. These stores may be part of a service station or an independent facility. Also see “Neighborhood market” and “Grocery store/supermarket” for larger stores or stores oriented toward the daily shopping needs of residents.

“Cottage food operation” means a cottage food operation as defined in the California Health and Safety Code.

“Crop production” means raising and harvesting of plants, tree crops, row crops, or field crops on an agricultural or commercial basis, including packing and processing. Includes horticulture establishments engaged in the cultivation of flowers, fruits, vegetables, or ornamental trees and shrubs for wholesale and incidental retail sales. This classification includes accessory agricultural buildings accessory to such uses and roadside stands for display/sale of agricultural products grown on the premises. Excludes uses for which other garden, nursery, or landscape merchandise is stored and sold on the site.

“Drive-in and drive-through sales and service” means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive-through coffee, dairy products, photo stores, etc.

“Dwelling, multifamily” means a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit,

large day care homes may provide services for up to 16 children when specific conditions are met.

“Family day care home, small” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally to six or fewer children. As described in the California Health and Safety Code, small day care homes for children may provide services for up to eight children when specific conditions are met.

“Fuel storage and distribution” means a large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

“Furniture, furnishings, and appliance stores” means stores engaged primarily in selling the following products and related services, including incidental repair services: draperies, floor coverings, furniture, glass and chinaware, home appliances, home furnishings, home sound systems, interior decorating materials and services, large musical instruments, lawn furniture, moveable spas and hot tubs, office furniture, other household electrical and gas appliances, outdoor furniture, refrigerators, stoves, and televisions.

“Garden center/plant nursery” means establishments providing for the cultivation and sale of ornamental trees, shrubs, and plants, including the sale of garden and landscape materials (packaged and/or bulk sale of unpackaged materials) and equipment.

“Golf courses/clubhouse” means golf courses and accessory facilities and uses including clubhouses with bar and restaurant, locker and shower facilities, driving ranges, “pro shops” for on-site sales of golfing equipment, and golf cart storage and sales facilities.

“Grocery store/supermarket” means a retail business of more than 15,000 square feet in size, where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate but related listings for “Neighborhood market” and “Convenience store.”

“Group residential” means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, dormitories, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant where meals or lodging or both meals and lodging are provided for compensation for four or more persons.

“Guest house” means a detached structure accessory to a single-family dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

“Heliport” means a designated, marked area on the ground or the top of a structure where helicopters may land at any time.

“Hog farm, commercial” means any premises used for the raising or keeping of hogs when raised, fed, and fattened for purposes of sale and consumption by other than the

facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.5 et seq.

“Medical services, extended care” means residential facilities providing nursing and health-related care as a primary use with inpatient beds, such as board and care homes, convalescent and rest homes, extended care facilities, and skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Residential care home.”

“Medical services, general” means facilities primarily engaged in providing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals, including medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, and other allied health services. Counseling services by other than medical doctors or psychiatrists are included under “Offices.”

“Medical services, hospitals” means hospitals and similar facilities engaged primarily in providing diagnostic services and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail, accessory”), and emergency heliports.

“Mobile home” means a transportable structure which is built on a permanent chassis and designed as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein (California Health and Safety Code Sections 18007 and 18008). A mobile home is included in the definition of “Manufactured home,” and the minimum dimensions for a mobile home are eight feet wide, 40 feet long, and a total area of 320 square feet.

“Mobile home park” means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes.

“Mortuaries and funeral homes” means funeral homes and parlors, where the deceased are prepared for burial or cremation and funeral services may be conducted.

“Neighborhood market” means a pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. For larger stores, see “Grocery store/supermarket.” Neighborhood markets may include deli or beverage tasting facilities that are ancillary to the market/grocery portion of the use.

“Storage, personal storage facility” means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

“Storage, warehouse” means a facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see “Storage, personal storage facility”) or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see “Wholesaling and distribution”).

“Storage, yards” means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

“Supportive housing” means a combination of affordable housing and services. Supportive housing is typically for individuals and families confronted with homelessness and who also have very low incomes and/or serious life challenges. Supportive housing can be coupled with such social services as job training, life skills training, alcohol and drug abuse programs, and case management to populations in need of assistance, including the developmentally disabled, those suffering from dementia, including Alzheimer’s disease, and the frail elderly.

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in “Artisanal and Specialty Manufacture, Display and Sales” or “Brewery, Winery, Distillery”. Any facility not operating with these standards is considered “Bars and Nightclubs”.

“Tattoo parlor” means any establishment that engages in the business of tattooing and/or branding human beings.

“Telecommunication facility” means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and/or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

“Theaters and auditoriums” means indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor commercial recreation.”

Land Use Plan and Allowed Uses

Table 2-2 Use Table for Mixed Use Classifications

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Residential Use Listings			
Child Day Care Facility	P	C	C
Caretaker Housing	P	P	P
Day Care Home (Adult Day Care, Family Day Care (Small), and Residential Care)	P	N	N
Dwelling, Multifamily	p ¹	p ¹	N
Emergency Shelter	P	N	P
Family Day Care Home, Large	C	N	N
Live-Work Facility	p ¹	p ¹	P
Community Service Use Listings			
Club, Lodge, Private Meeting Hall	p ²	P	P
Community Center	P	P	A
Community Garden	P	A	A
Indoor Amusement/Entertainment	C ²	P	P
Indoor Fitness and Sports Facility	C ²	P	A
Library, Museum	p ²	P	P
Outdoor Commercial Recreation	A	A	P
Park, Public Plaza	p ²	P	A
Public Safety Facility	p ²	P	P
Religious Institution	p ²	P	P
School – Public	p ²	P	P
School – Private, Special/Studio	p ²	P	P
Theatre, Auditorium	C ²	P	P
Utility, Transportation, and Communication Use Listings			
Heliport	N	C	C
Park-and-Ride Facility	N	P	P
Telecommunications Facility	L ^{2, 3}	L ³	p ³
Transit Station or Terminal	N	P	P
Utility Facility or Infrastructure	L ^{2, 4}	L ⁴	L ⁴

Chapter 2

Land Use Plan and Allowed Uses

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Retail, Service, and Office Listings			
Alcoholic Beverage Sales	N	C	C
Artisan Shop	L	P	P
Artisanal and Specialty Manufacture, Display and Sales	N	PA ⁵	PA ⁵
Art, Antique, Collectable	L	P	P
Bank, Financial Services	P ²	P	P
Bar, Nightclub	C ^{6, 2}	C ⁵	C ⁵
Bed and Breakfast	P ²	N	N
Brewery, Winery, Distillery	N	C	C
<u>Brew Pub</u>	<u>N</u>	<u>P</u>	<u>A</u>
Building Material Store and Yard	N	P ⁶	L ⁷
Business Support Services	L ^{7, 8, 2}	P	P
Drive-In/Drive-Through Sales/Services	N	C	C
Event and Office Equipment Sales and Rental	N	P ⁷	P ⁷
<u>Grocery store/supermarket</u>	<u>N</u>	<u>P</u>	<u>L</u>
Home Improvement Supplies	L ²	L ²	P ⁹
Hotel/Motel	C ²	P	C
Kennel	N	C	L
Medical Services – Extended Care	P ²	C	C
Medical Services – General	P ²	P	P
Medical Services – Hospital	P ²	P	P
<u>Neighborhood market</u>	<u>N</u>	<u>P</u>	<u>C</u>
Office – Business and Professional	L ²	P	P
Office – Accessory	P ²	P	P
Personal Services	P ^{2, 8}	P	P
Restaurant	L ²	P	L ²
Retail – Accessory	L ²	P	P
Retail – General	L ^{2, 9}	P	P
<u>Tasting Room, Off-site</u>	<u>N</u>	<u>P</u>	<u>P</u>

Land Use Plan and Allowed Uses

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Veterinary Facility	N	P	P
Automotive and Vehicle Use Listings			
Auto Parts Sales	N	P ⁹	N
Auto/Vehicle Retail Sales/Rental	N	C	N
Car Wash and Detailing	N	C ¹⁰	N
Service Station	N	C	N
Vehicle Services – Minor	N	C ¹⁰	A
Industrial, Manufacturing, and Processing Use Listings			
Manufacturing – Minor	N	PN	PL
Manufacturing – Small-Scale	N	P	P
Printing and Publishing	N	C	P ¹⁰
Research and Development	N	PN	P
Storage, Personal	N	N	C
Storage, Warehouse	N	PN	P
<u>Wholesaling and distribution</u>	<u>N</u>	<u>A</u>	<u>P</u>
Special Regulated Uses			
Card Room	N	N	N
Check Cashing Business	N	N	N
Massage Parlor	N	N	N
Pawnshop	N	N	N
Recycling Facility, Collection Facility	N	N	C
Sexually Oriented Business	N	N	N
Smoke Shop	N	N	N
Tattoo Parlor	N	N	N
Thrift Store	N	N	N

Notes:

1. See the density allowance in the development standards for the corresponding land use designation as listed in Chapters 4 (Development Standards) and 5 (Opportunity Sites).
2. Limited to less than 50 percent of the gross floor area of the integrated development as a secondary use only. See exception for vertical mixed use in the FB-CMU as outlined in Chapter 5 (Development Standards).
3. Subject to the provisions of the Telecommunications Facility section of the City's Zoning Code (23.907.020).
4. Subject to the provisions of the Utility, Facilities, and Infrastructure section of the City's Zoning Code (23.907.030).

Chapter 2

Land Use Plan and Allowed Uses

5. *In an effort to add retail vibrancy, formalize display opportunities, and create a free flow of sales interaction along Folsom Boulevard, the minimum amount of interior sales and display space shall be 25% located to maximize public accessibility.*
6. *All forms of speaker amplification exterior to the building shall be prohibited unless authorized in project approval.*
7. *All activities shall occur within a completely enclosed building or screened from view behind a fence or wall.*
8. *Maximum gross floor area is less than 5,000 square feet.*
9. *All activity and storage must be located within an enclosed structure.*
10. *No portion of the use shall be located within 500 feet of an intersection within the FB-CMU district.*

Chapter 8

Glossary

B. Use Classifications

The permitted land uses districts are unique to this Specific Plan. Where there are conflicts with existing definitions in the City's Zoning Code, the use classifications of this Specific Plan will prevail. The listing of use classifications below is organized alphabetically.

Alcoholic Beverage Sales. The retail sale of beer, wine, and/or other alcoholic beverages for consumption off-premises. On-premises consumption is not included in this definition and is considered accessory to the primary use.

Artisan Shop. A retail store selling art glass, ceramics, jewelry, and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items being sold.

Artisanal and Specialty Manufacture, Display and Sales. The manufacture, display and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other applicable state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL). This listing includes craft breweries, small scale winery production facilities, and craft distilleries. Such facilities manufacture alcoholic beverages with an annual production of less than 60,000 barrels of beer or 60,000 gallons of wine or spirits respectively. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also "Tasting Room, Off-site". This listing does not include Breweries/Wineries/Distilleries, which are a separate defined use.

Art, Antique, Collectable. Retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectable items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as "Artisan Shops."

Auto and Vehicle Retail Sales and Rental. Retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"), bicycle and moped sales (see "Retail – General"), tire recapping establishments (see "Vehicle Services – Major"), businesses dealing exclusively in used parts, (see "Recycling Facility– Scrap and Dismantling"), or "Service Stations," which are separately defined.

Auto and Vehicle Sales, Wholesale. Wholesale establishments selling new and used vehicles and used vehicle parts.

Auto and Vehicle Storage. Facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling or retail sales.

Auto Parts Sales. Stores selling new and used automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services – Major" or businesses dealing exclusively in used parts, which are included under "Recycling Facility – Scrap and Dismantling."

Banks and Financial Services. Financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM) that are attached or stand-alone.

Bars and Nightclubs. Any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

Bed and Breakfast. A residential structure with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable Health Department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels/Motels."

Brewery, Winery, Distillery. A facility where specific alcoholic beverages are manufactured, with an annual production of more than 60,000 barrels of beer or 60,000 gallons of wine or spirits per year. Incidental to the manufacturing process, a tasting area not to exceed 50% of the overall floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits.
~~An establishment where beer, wine, or spirituous liquors are manufactured. This definition includes tasting rooms and microbreweries or brew pubs when permitted by State law.~~

Brew Pub. An establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the Alcoholic Beverage Control. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely

Chapter 8

Glossary

within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually. May also include the wholesale distribution of beverages for off-site consumption.

Building Materials Stores and Yards. Retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Warehousing and Distribution." Hardware stores are listed in the definition of "Retail – General," even if they sell some building materials. Also see "Home Improvement Supplies" for smaller specialty stores.

Business Support Services. Establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Other support services include but are not limited to equipment repair services (except vehicle repair, see "Vehicle Services – Major"), commercial art and design (production), computer-related services (rental, repair), copying, quick printing, and blueprinting services (other than those defined as "Printing and Publishing"), equipment rental businesses within buildings (a rental yard is a "Storage Yard"), film processing laboratories, heavy equipment repair services where repair occurs on the client site, janitorial services, mail advertising services (reproduction and shipping), mailbox services, other "heavy service" business services, outdoor advertising services, and photocopying and photofinishing.

Card Room. Gambling establishments that offer card games for play by the public.

Caretaker Housing. A residence that is accessory to a nonresidential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

Car Wash and Detailing. Permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are typically fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day, and are not part of this use classification.

Check Cashing Business. An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see "Banks and financial services").

Chapter 8

Glossary

definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include second dwelling units.

Emergency Shelter. Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Event and Office Equipment Sales and Rental. Service establishments which may offer a wide variety of materials and equipment for rental (e.g., event table and chairs, portable dance floors, office equipment).

Family Day Care Home – Large. A State-licensed facility that provides nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for 7 to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

Fuel Storage and Distribution. A large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

Grocery Store/supermarket. A retail business of more than 15,000 square feet in size where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate listing for “Neighborhood Market”.

Heliport. A designated, marked area on the ground or on the top of a structure where helicopters may land at any time.

Home Improvement Supplies. Establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger Building Materials Stores and Yards use classification and may be combined with or separate from such uses.

Home Occupation. The conduct of business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property.

Hotels/Motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging (e.g., restaurants, meeting facilities, personal services). Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

Chapter 8

Glossary

laundry and dry cleaning plants, metal products fabrication, food and beverage manufacturing, etc. Also see "Manufacturing – Major" and "Manufacturing – Small-Scale."

Manufacturing – Small-Scale. Establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery, and other ceramics, as well as small glass and metal art and craft products. Also see "Manufacturing – Major" and "Manufacturing – Minor."

Massage Parlor. An establishment where the primary service is to provide massages to customers. This does not include businesses where massage is a secondary use such as a beauty salon or chiropractor's office.

Medical Services – Extended Care. Residential facilities providing nursing and health-related care as a primary use with inpatient beds, including but not limited to board and care homes, convalescent and rest homes, extended care facilities, skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under "Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care)."

Medical Services – General. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals (e.g., medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, allied health service). Counseling services by other than medical doctors or psychiatrists are included under "Offices – Business and Professional."

Medical Services – Hospitals. Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of "Retail – Accessory"), and emergency heliports.

Neighborhood Market. A pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. Neighborhood markets may include deli services that are ancillary to the market/grocery portion of the use. See also "Grocery store/supermarket".

Offices – Accessory. Offices that are accessory to another business or sales activity that is the primary use. This does not apply to incidental office space that is part of the primary tenant space. The qualification criteria for this definition are that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leasable floor area of the primary tenant space.

Offices – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government

Chapter 8

Glossary

motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

Smoke Shop. An establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or devotes 15 percent or more of the total floor area to selling tobacco products. Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Storage, Personal. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

Storage Yard. The storage of various materials outside of a structure other than fencing, either as an accessory use or a principal use.

Storage, Warehouse. A facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see "Storage, personal storage facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and distribution").

Tasting Room, Off-site. A facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption.

Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in “Artisanal and Specialty Manufacture, Display and Sales” or “Brewery, Winery, Distillery”. Any facility not operating with these standards is considered “Bars and Nightclubs”.

Tattoo Parlor. Any establishment that engages in the business of tattooing and/or branding human beings.

Telecommunications Facility. Facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

Theatres and Auditoriums. Indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor Commercial Recreation.”

Thrift Store. A retail establishment selling secondhand goods donated by members of the public.

Transit Stations and Terminals. Passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Utility Facility and Infrastructure. This includes fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in “Offices”), or equipment and material storage yards.

Vehicle Services – Major. The repair, alteration, restoration, towing, painting, cleaning (e.g., attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

Vehicle Services – Minor. Minor facilities specializing in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check, self-service car wash).

require approval of a limited use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Second Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	AUP	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	L	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	L	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility	AUP	P	P	P	AUP	L	P	P	
Indoor Fitness and Sports Facility	L	P	P	P	AUP	L	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation	N	C	P	P	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios	P	P	P	P	C	P	P	P	
Schools, Public	P	P	P	P	P	P	P	P	

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.313 MIXED-USE ZONING DISTRICTS

Page 24/97

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Theaters and Auditoriums	C	P	P	P	N	AUP	P	P	
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	L	L	L	L	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	L	P	P	P	P	L	P	P	
Telecommunication Facility	C	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	L/C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	L	L	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	P ²	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
<u>Artisanal and Specialty Manufacture, Display, and Sales</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
<u>Brew Pub</u>	<u>N</u>	<u>P</u>	<u>P²</u>	<u>P²</u>	<u>P²</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Child Day Care Facility	AUP	AUP	AUP ²	AUP ²	AUP ²	P	C	C	

Formatted: Superscript

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.313 MIXED-USE ZONING DISTRICTS

Page 25/97

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Convenience Stores	L ²	L	L ²	L ²	L ²	L	L	L	
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{4, 2}	AUP ⁴	AUP ⁴	AUP ⁴	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	L ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	P	P	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	L ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	L ¹⁰	P	P	P	
Personal Services	P ^{5, 2}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	L	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Tasting Room, Off-site	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	L ²	P	P	P	L	L	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	P ¹²	N	N	N	

Formatted Table

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.313 MIXED-USE ZONING DISTRICTS

Page 26/97

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto Parts Sales	N	P ^{11,12}	N	N	P ^{11,12}	N	N	N	
Car Washing and Detailing	N	L ¹³	L ¹³	L ¹³	L	N	C	C	
Service Stations	N	L	L	L	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	P ¹²	N	N	N	
Vehicle Services, Minor	N	L ^{12,13}	N	L ¹²	P ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C	P	N	N	N	
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Wholesaling and Distribution	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Special Regulated Uses									
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors	N	P	N	N	N	N	N	N	
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	L	L	N	N	N	RCMC 23.919.090

Notes:

1. See the density restrictions in the underlying zoning district.
2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development.

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
5. Maximum gross floor area is less than 5,000 square feet.
6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
7. Maximum tenant space shall be 25,000 square feet.
8. Maximum tenant space shall be 50,000 square feet.
9. Uses 25,000 square feet and over require a conditional use permit.
10. Limited to less than 50 percent of the gross floor area of the integrated development.
11. Maximum tenant space shall be 15,000 square feet.
12. All activity and storage must be located within an enclosed structure.
13. No portion of the use shall be located within 500 feet of an intersection.
14. All activity must be entirely screened from public view and not within 500 feet of a residential use.
15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit. On-site consumption is considered a permitted use if the related use is a permitted use.
17. See additional provisions in RCMC 23.901.080, Family day care (large).
18. See additional provisions in RCMC 23.901.090, Residential care home (large).
19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
20. Drive-throughs that are added to existing buildings may be processed with an LUP.
21. CUP required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, limited use permit or conditional use permit may be obtained to deviate from this requirement.
[Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

23.313.040 Development standards.

The following development standards are applicable to the mixed-use zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development. Where identified, the downtown shall be that area identified as the downtown planning area in the city's General Plan and as illustrated in Figure 23.313-1.

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Page 33/97

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	AUP	RCMC 23.901.020
Dwelling, Multifamily	P	C	N	RCMC 23.901.070 (if senior independent living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	RCMC 23.901.030
Live-Work Facility	P	P	N	RCMC 23.901.040
Mobile Home Park	C	N	N	RCMC 23.901.050
Single-Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility	P	AUP	AUP	
Indoor Fitness and Sports Facility	P	AUP	AUP	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	L	L	
Schools, Private and Special/Studios	P	L ¹	L ¹	
Schools, Public	P	P	P	
Theaters and Auditoriums	P	C	C	
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	P ²	P ²	
Fuel Storage and Distribution	N	P ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Page 34/97

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Telecommunication Facility	L	L	L	RCMC 23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	L	P	P	RCMC 23.907.030
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	L	
Art, Antique, Collectable	P	AUP	L	
Artisan Shops	P	AUP	L	
<u>Artisanal and Specialty Manufacture, Display and Sales</u>	<u>P</u>	<u>AUP</u>	<u>AUP</u>	
Banks and Financial Services	P	AUP	L	
Bars and Nightclubs	C	C	C	
<u>Brew Pub</u>	<u>P</u>	<u>AUP</u>	<u>L</u>	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	L	L	L	
Child Day Care Facility	P	C	N	
Convenience Stores	P	C	C	RCMC 23.910.020
Drive-in and Drive-through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2,8}	P ^{2,8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	L	L	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	L	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	L	P	
Mortuaries and Funeral Homes	P	C	C	

Formatted Table

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Page 35/97

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Neighborhood Market	P	AUP	L	
Offices, Business and Professional	P	AUP	L	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	L	
Restaurants	P	AUP	L	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	L	
Retail, Warehouse Club	P	AUP	L	
<u>Tasting Room, Off-site</u>	<u>P</u>	<u>AUP</u>	<u>L</u>	
Veterinary Facility	P	P ²	P ²	
Automobile and Vehicle Uses				
Auto and Vehicle Dismantling	N	N	C	RCMC 23.913.020
Auto and Vehicle Sales	L	L ⁵	L ⁵	RCMC 23.913.040
Auto and Vehicle Rental	P ⁹	P ⁹	P ⁹	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	L ⁵	L	L	RCMC 23.913.040
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing and Detailing	C	P	P	
Service Stations	C	C	C	RCMC 23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
<u>Brewery, Winery, Distillery</u>	<u>N</u>	<u>P</u>	<u>P</u>	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	L ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	L	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ²	P	

Formatted Table

Formatted Table

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

Rancho Cordova Municipal Code
Chapter 23.316 GENERAL COMMERCIAL AND
INDUSTRIAL ZONES

Page 36/97

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Storage, Warehouse	L	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	
Special Regulated Uses				
Card Rooms	N	C	C	RCMC 23.919.020
Check Cashing Businesses	N	N	C	RCMC 23.919.030
Massage Parlor	N	N	C	
Pawnshops	N	N	C	RCMC 23.919.040
Recycling Facility, Collection Facility	N	L	P	RCMC 23.919.050
Sexually Oriented Businesses	N	P	P	RCMC 23.919.060
Smoke Shops	N	N	C	RCMC 23.919.070
Tattoo Parlors	N	N	C	RCMC 23.919.080
Thrift Store	N	L	C	RCMC 23.919.090

Notes:

- Trade schools permitted by right, all other schools require an LUP.
 - Permitted if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall.
 - Off-site sales of alcohol permitted as an allowed use if incidental to a permitted use (e.g., breweries, wineries). Only retail sale of alcohol is permitted as part of the primary use. All other types of off-site sales (e.g., convenience store) require a conditional use permit. See Wholesaling and Distribution for nonretail sales.
 - On-site sales permitted with limited use permit. Off-site requires a conditional use permit.
 - Incidental sales up to 15 percent of developed portion of site are permitted as a by-right use and must be fully screened from view or enclosed within a building. Automotive sales that exceed 15 percent of the developed portion of the site or outdoor display areas that are not screened from view may be permitted with the issuance of a limited use permit.
 - All retail, accessory and office, accessory uses are permitted up to a combined 50 percent of total building square footage.
 - The following limitations apply to retail, accessory and office, accessory in the M-2 district:
 - Sales are allowed when incidental to a permitted use and sales and stock room area do not exceed 25 percent of total floor area;
 - Offices are allowed when incidental to a permitted use and do not exceed 25 percent of total floor area;
 - Cafes/restaurants are allowed up to 15 percent of building square footage (freestanding restaurants require the issuance of a CUP).
 - Up to 50 percent of total building area may be used for storage, warehousing, distribution or similar use as a permitted use. A CUP is required to exceed this percentage.
 - This use is permitted if an integral part of the primary use (unrelated, incidental rental operations are not permitted). Additional provisions in RCMC 23.913.040 apply.
- [Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

The Rancho Cordova Municipal Code is current through Ordinance 29-2014 and legislation passed through January 20, 2015.

and grooming are defined separately under “Animal sales and grooming.” Keeping of animals is defined separately under “Animal keeping.”

“Animal keeping” means care and maintenance of animals on private property. The listing below provides a distinction between various types of animals related to allowed use provisions in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). This classification is distinct from animal husbandry, animal sales and grooming, and equestrian facilities (commercial or hobby). Also see “Kennels, commercial,” which provides for the boarding of animals (e.g., “doggie day care”).

A. “Domestic pets” means small animals (no larger than the largest breed of dogs) customarily kept as pets within a dwelling unit. This classification includes dogs, cats, fish, and birds (excluding large tropical birds and poultry).

B. “Exotic animals” means wild animals not customarily confined or cultivated by man for domestic or commercial purposes, but kept as a pet or for display, including potbelly pigs, snakes, reptiles, and large tropical birds (including peacocks).

C. “Livestock animals” means domesticated animals that may be kept or raised in pens, barns, houses, and pastures, whether for commercial or private use. Livestock includes, but is not limited to, cattle, sheep, swine, goats, equine, and fowl.

D. “Poultry” means domesticated birds (fowl) customarily kept for eggs or meat. This classification includes chickens, roosters, ducks, geese, turkeys, guinea fowl, and Cornish game hens.

“Animal sales and grooming” means retail sales of domestic and exotic animals, bathing and trimming services, and boarding of said animals for a maximum period of 72 hours, conducted entirely within an enclosed building with no outdoor use.

“Art, antique, collectable” means retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as “Artisan shops.”

“Artisan shops” means retail stores selling art, glass, ceramics, jewelry, and other handcrafted items, where the facility includes an area for the crafting of the items being sold.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL). This listing includes craft breweries, small scale winery production facilities, and craft distilleries. Such facilities manufacture alcoholic beverages with an annual production of less than 60,000 barrels of beer or 60,000 gallons of wine or spirits respectively. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work

area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also "Tasting Room, Off-site".

"Auto and vehicle sales and rental" means retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto parts sales"), bicycle and moped sales (see "Retail, general"), tire recapping establishments (see "Vehicle services – major"), businesses dealing exclusively in used parts (see "Recycling facility – scrap and dismantling"), or "Service station," all of which are separately defined.

"Auto and vehicle sales, wholesale" means wholesale establishments selling new and used vehicles and used vehicle parts. This use is normally developed as part of an auto wrecking yard, junkyard, or salvage yard. Conventional automobile dealerships are listed under "Auto and vehicle sales and rental."

"Auto and vehicle storage" means facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling (see "Auto vehicle dismantling") or retail sales (see "Auto and vehicle sales, wholesale").

"Auto parts sales" means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle services – minor"). Does not include tire recapping establishments, which are found under "Vehicle services – major" or businesses dealing exclusively in used parts, which are included under "Auto and vehicle sales, wholesale."

"Auto vehicle dismantling" means establishments for the dismantling of automobile vehicles, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. Retail sales are included under the definition of "Auto and vehicle sales, wholesale."

"Banks and financial services" means financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM).

"Bars and nightclubs" means any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. ~~May also include the brewing of beer as part of a brew pub or microbrewery.~~ Bars and nightclubs may include outdoor food and beverage areas.

“Bed and breakfast inns” means residential structures with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable health department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of “Hotels and motels.”

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured, with an annual production of more than 60,000 barrels of beer or 60,000 gallons of wine or spirits. Incidental to the manufacturing process, a tasting area not to exceed 50% of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting Room, Off-site”.

“Brew pub” means an establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the ABC. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually per ABC licensing standards. May also include the wholesale distribution of beverages for off-site consumption.

“Broadcasting and recording studios” means commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings. Does not include transmission and receiving apparatus such as antennas and towers, which are under the definition of “Telecommunication facility.”

“Building materials stores and yards” means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in “Wholesaling and distribution.” Hardware stores are listed in the definition of “Retail, general,” even if they sell some building materials. Also see “Home improvement supplies” for smaller specialty stores.

“Bus and transit shelter” means a small structure designed for the protection and convenience of waiting transit passengers and that has a roof and usually two or three sides.

“Child day care facility” means a state-licensed facility which provides nonmedical care, protection, and supervision to more than 14 children under 18 years of age, on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.

Clear Vision Triangle. The clear vision triangle (sometimes called the “sight triangle”) is a triangular-shaped area on corner lots. Fences and landscaping within this area are limited to 30 inches above the elevation of the curb or street centerline so that drivers stopped at an intersection can see oncoming traffic. Buildings, of course, are prohibited. Regulations related to the clear vision triangle are provided in Chapter 12.12 RCMC, Obstruction of Corners.

“Clubs, lodges, and private meeting halls” means permanent, headquarters-type and meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members, including facilities for business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations; and other membership organizations.

“Community centers/civic uses” means multipurpose meeting and recreational facilities typically consisting of one or more meeting or multipurpose rooms, kitchens and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

“Community garden” means a site used for growing plants for food, fiber, herbs, or flowers, which is shared and maintained by city residents.

“Convenience stores” means easy-access retail stores of 5,000 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers’ shopping needs. These stores may be part of a service station or an independent facility. Also see “Neighborhood market” and “Grocery store/supermarket” for larger stores or stores oriented toward the daily shopping needs of residents.

“Cottage food operation” means a cottage food operation as defined in the California Health and Safety Code.

“Crop production” means raising and harvesting of plants, tree crops, row crops, or field crops on an agricultural or commercial basis, including packing and processing. Includes horticulture establishments engaged in the cultivation of flowers, fruits, vegetables, or ornamental trees and shrubs for wholesale and incidental retail sales. This classification includes accessory agricultural buildings accessory to such uses and roadside stands for display/sale of agricultural products grown on the premises. Excludes uses for which other garden, nursery, or landscape merchandise is stored and sold on the site.

“Drive-in and drive-through sales and service” means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive-through coffee, dairy products, photo stores, etc.

“Dwelling, multifamily” means a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit,

large day care homes may provide services for up to 16 children when specific conditions are met.

“Family day care home, small” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally to six or fewer children. As described in the California Health and Safety Code, small day care homes for children may provide services for up to eight children when specific conditions are met.

“Fuel storage and distribution” means a large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

“Furniture, furnishings, and appliance stores” means stores engaged primarily in selling the following products and related services, including incidental repair services: draperies, floor coverings, furniture, glass and chinaware, home appliances, home furnishings, home sound systems, interior decorating materials and services, large musical instruments, lawn furniture, moveable spas and hot tubs, office furniture, other household electrical and gas appliances, outdoor furniture, refrigerators, stoves, and televisions.

“Garden center/plant nursery” means establishments providing for the cultivation and sale of ornamental trees, shrubs, and plants, including the sale of garden and landscape materials (packaged and/or bulk sale of unpackaged materials) and equipment.

“Golf courses/clubhouse” means golf courses and accessory facilities and uses including clubhouses with bar and restaurant, locker and shower facilities, driving ranges, “pro shops” for on-site sales of golfing equipment, and golf cart storage and sales facilities.

“Grocery store/supermarket” means a retail business of more than 15,000 square feet in size, where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate but related listings for “Neighborhood market” and “Convenience store.”

“Group residential” means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, dormitories, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant where meals or lodging or both meals and lodging are provided for compensation for four or more persons.

“Guest house” means a detached structure accessory to a single-family dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

“Heliport” means a designated, marked area on the ground or the top of a structure where helicopters may land at any time.

“Hog farm, commercial” means any premises used for the raising or keeping of hogs when raised, fed, and fattened for purposes of sale and consumption by other than the

facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.5 et seq.

“Medical services, extended care” means residential facilities providing nursing and health-related care as a primary use with inpatient beds, such as board and care homes, convalescent and rest homes, extended care facilities, and skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Residential care home.”

“Medical services, general” means facilities primarily engaged in providing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals, including medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, and other allied health services. Counseling services by other than medical doctors or psychiatrists are included under “Offices.”

“Medical services, hospitals” means hospitals and similar facilities engaged primarily in providing diagnostic services and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail, accessory”), and emergency heliports.

“Mobile home” means a transportable structure which is built on a permanent chassis and designed as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein (California Health and Safety Code Sections 18007 and 18008). A mobile home is included in the definition of “Manufactured home,” and the minimum dimensions for a mobile home are eight feet wide, 40 feet long, and a total area of 320 square feet.

“Mobile home park” means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes.

“Mortuaries and funeral homes” means funeral homes and parlors, where the deceased are prepared for burial or cremation and funeral services may be conducted.

“Neighborhood market” means a pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas.

Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. For larger stores, see “Grocery store/supermarket.” Neighborhood markets may include deli or beverage tasting facilities that are ancillary to the market/grocery portion of the use.

“Storage, personal storage facility” means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

“Storage, warehouse” means a facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see “Storage, personal storage facility”) or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see “Wholesaling and distribution”).

“Storage, yards” means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

“Supportive housing” means a combination of affordable housing and services. Supportive housing is typically for individuals and families confronted with homelessness and who also have very low incomes and/or serious life challenges. Supportive housing can be coupled with such social services as job training, life skills training, alcohol and drug abuse programs, and case management to populations in need of assistance, including the developmentally disabled, those suffering from dementia, including Alzheimer’s disease, and the frail elderly.

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in “Artisanal and Specialty Manufacture, Display and Sales” or “Brewery, Winery, Distillery”. Any facility not operating with these standards is considered “Bars and Nightclubs”.

“Tattoo parlor” means any establishment that engages in the business of tattooing and/or branding human beings.

“Telecommunication facility” means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and/or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

“Theaters and auditoriums” means indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor commercial recreation.”

Amendments to the City-wide Zoning Code and Folsom Boulevard Specific Plan

Rancho Cordova City Council
Jessica Jordan, Project Planner
May 18, 2015

Project Background

- Amendments respond to:
 - Growing popularity of craft beverage makers, namely breweries, and provide clear definitions and allowances within specific zoning districts
 - July 2014 Council study session on FB-CMU allowed uses and developed properties on Trade Center Drive
 - Need to clarify grocery store and neighborhood store allowances within the Folsom Boulevard Specific Plan (FBSP)

Zoning Code Amendments

- New or amended land use categories, permissions, and definitions for:
 - Artisanal Manufacture, Display and Sales
 - Brew Pub
 - Tasting Room, Off-site
 - Brewery, Winery, Distillery
- Revisions to “Bars and nightclubs”, “Grocery store/supermarket”, and “Neighborhood market”

FBSP Amendments

- New or amended land use categories, permissions, and definitions for:
 - Artisanal Manufacture, Display and Sales
 - Brew Pub
 - Tasting Room, Off-site
 - Brewery, Winery, Distillery
 - Wholesaling and Distribution
 - Manufacturing – Minor
 - Grocery store/supermarkets and Neighborhood market

Artisanal Manufacturing, Display and Sales

- Revisions establish production limits for craft brewery, winery, distillery
- Allowed by right within the commercial zones, with AUP in Industrial zones
- Larger facilities are defined as Brewery, Winery, Distillery and would be allowed by right in the Industrial zones
- Provides for off-site Tasting Room as allowed by ABC

Amendments to FBSP Industrial Uses

- Follow up to Council's July 2014 study session discussion on existing industrial-type buildings on Trade Center Drive
- Amendments to the FB-CMU and FB-OIMU include:
 - Allowing “Manufacturing – Minor” by right
 - Allowing “Research and Development” by right
 - Adding “Wholesaling and Distribution” and allowing with an AUP in FB-CMU and by right in FB-OIMU

Amendments to Grocery uses

- FBSP is currently silent on grocery store, neighborhood markets
- Amendments would allow “grocery store/supermarket” and “neighborhood market” by right in FB-CMU and with discretionary permits in FB-OIMU
- Also establishes size limits for both use types in FBSP and City-wide Zoning Code

Staff Recommendation

- Introduce and waive first reading of Ordinance 8-2015

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner



SUBJECT: HYATT HOTEL AND EVENT CENTER CONDITIONAL USE PERMIT, DESIGN REVIEW AND ADJUSTMENT; PROJECT NO. DD8533 – LOCATED AT 11212 POINT EAST DRIVE.

PROPERTY OWNERS: PR Rancho Hotel, LLC 1011 10th Street Sacramento, CA 95814; Capital City Development Inc 1011 10th St, Sacramento CA 95814; D&S Development, Inc. 1011 10th Street Sacramento, CA 95814	APPLICANT/DEVELOPER: D&S Development, Inc. Ms. Sara Lebastchi 1011 10th Street Sacramento, CA 95814
PROJECT: The applicant is requesting a Conditional Use Permit (CUP), Design Review Permit, and an Adjustment permit to amend the previously approved Point East project to construct a new four-story 58,810 square foot 88-room extended stay hotel with a new associated 6,215 square foot event center. Construction also would include new parking areas, lighting, landscaping, and pedestrian gathering areas for an undeveloped site at the corner of Folsom Boulevard and Point East Drive. FILE: DD8576 LOCATION: 11212, 11230, and 11260 Point East Drive (Northeast corner Point East Drive and Folsom Boulevard); APN: 058-0270-060; 058-0270-046; 058-0270-(051, 053, 057) PLANNER: Matthew Diaz, Associate Planner	

RECOMMENDATION

Adopt Resolution 54-2015.

RESULT OF RECOMMENDED ACTION

Approval of Resolution 54-2015 would allow construction of a new four-story 58,810 square foot 88-room extended stay hotel, new 6,215 square foot event center with new outdoor seating, parking and landscaping on an undeveloped piece of land at the northeast corner of Point East Drive and Folsom Boulevard. The adjustment permit would allow a reduction to the required amount of parking for the entire center.

BACKGROUND

D&S Development, Inc. (Applicant) presented a new hotel and event space to the Development Services Team on March 18, 2014. The discussion included the need for an on-site parking adjustment and possible financial assistance from the City.

On June 24, 2014, the City Council conducted a workshop to discuss possible incentives for a new 88 room extended stay hotel and an approximate 6,790 square foot event space. The three main incentives proposed by the applicant included:

- Defer the building and development impact fees;
- Assist with public off-site infrastructure improvements; and
- Provide an Adjustment to the parking standard.

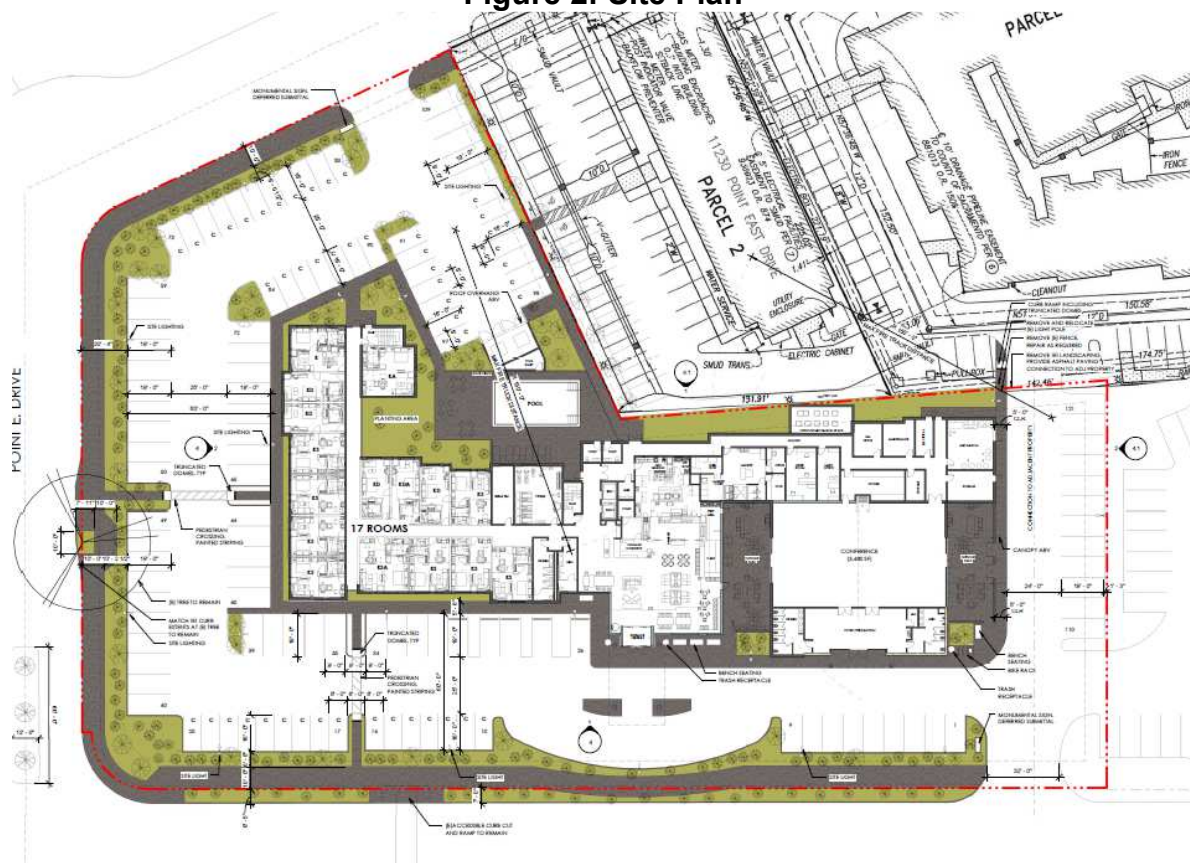
Council directed staff to work with the applicant on these potential incentives. On September 15, 2014 the Council reviewed and tentatively agreed to the requested incentives pending a formal review and approval of the hotel and event center. On September 18, 2014 the applicant submitted an application for a Conditional Use Permit, Design Review, and Adjustment for parking to construct a hotel and event center, consistent with the scope of work presented to City Council during the September meeting. The project was reviewed and approved by the City Council on December 1, 2014 (Resolution 135-2014).

On April 14, 2015 the applicant submitted an application to amend the approved hotel and event center design. This amendment includes a relocation of the event center, new facades, revised entrance on Folsom Boulevard, and integration with the existing surrounding buildings. The project has been reviewed by all departments and applicable agencies for its consistency with all Federal, State, and local regulations.

Figure 1: Project Site (Existing Conditions)



Figure 2: Site Plan



REQUIRED PERMITS AND REGULATORY BASIS

Hotels are allowed by right in the project's GC (General Commercial) zone; however the project is also located within the Convention Overlay District, which allows extended stay hotels with the approval of a Conditional Use Permit (Table 23.325-1). Major Design Review (Section 23.141) is required to ensure compatibility and implementation of development standards. As part of the design review process, the site design was reviewed for consistency with landscape and parking standards and the proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

The new hotel's entrance from Folsom Boulevard will include access to the Fire Rock Grill restaurant and existing Hyatt hotel (rebranded to Double Tree hotel) to the north. All three establishments wish to operate as an integrated center that will share parking and access to encourage pedestrian use of all three sites. While the existing Hyatt hotel has sufficient parking, the new hotel and existing Fire Rock restaurant will have a deficiency in parking that will be compensated by shared access to all parking facilities. Due to the new center's overall parking requirement (429 spaces) compared to the parking provided (342 spaces), the center will require a reduction to the parking amount required by Table 23.719-1 of the City's zoning code. Although the project will receive a 10 percent reduction (43 spaces) for being within one-quarter mile of a major transit stop (23.719.090.B.3), an Adjustment permit is required to compensate for the approximate 10 percent (44 spaces) remaining shortfall. This is discussed further in the Zoning analysis section below.

Permits Required after Approval:

- Unified Sign Program (to Council)
- Improvement Plans/Grading Permit
- Building Permit
- Business License

ANALYSIS

General Plan:

The project site is within the Folsom Boulevard Planning Area (FBPA) which includes high-intensity, transit-oriented development located near light rail stations and freeway interchanges. This development is positioned to take advantage of the proximity and availability of Light Rail with the proposed hotel visible from Highway 50, creating a significant opportunity for an identifiable project that contributes to the enhanced character of the City. A new hotel and event center are consistent with the General Plan designation as the project will encourage new visitors to the City through special events and overnight accommodations. The project is in close proximity to the Sunrise Light Rail station and has been designed to accommodate pedestrian traffic from the station along Folsom Boulevard.

Zoning Code:

The project site is zoned GC (General Commercial) which provides for a wide variety of general commercial and heavier types of commercial uses. The site is also within the Convention Overlay District (CO) which was intended to be a special place in the city that is entertaining, vibrant, and inviting to tourists, visitors, and residents alike. This overlay district supplements the provisions of the underlying zoning districts for the special purposes identified herein. Where there is conflict between this overlay district and the underlying base district, the overlay district regulations prevail. An additional hotel and event center is consistent with the GC zoning and Convention Overlay designation as the facility will be positioned to accommodate future visitors to the City.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
11212 Point East Drive	The west half of the lot is undeveloped while the east half contains the existing Fire Rock Grill restaurant parking area.	FBPA (Folsom Boulevard Planning Area)	GC (General Commercial) and CO (Convention Overlay)
North	Surplus parking area for the Marriot hotel. Existing Hyatt hotel to be rebranded to Double Tree.	FBPA	GC
East	Existing Ichi Maki restaurant and parking area.	FBPA	GC, M-1 (Light Industrial), and CO
South	Existing Light Rail Station and Warehouse	FBPA	RMU (Residential Mixed Use) , M-1 , and CO
West	Existing Marriott hotel with landscaping and parking	FBPA	GC and CO

Parking:

As mentioned above, all three establishments wish to operate as an integrated center that will share parking and access to encourage pedestrian use of all three sites. While the existing Hyatt hotel has sufficient parking, the new hotel and existing Fire Rock restaurant will have deficiency in parking that will be compensated by shared access to all parking facilities. The new hotel and event center will require 204 spaces, the existing Hyatt (future Double Tree hotel) requires 158 spaces, and the Fire Rock restaurant requires 67 spaces. Due to the new center's overall parking requirement of 429 spaces compared to the 342 spaces provided, the center will require a reduction to the parking amount required by Table 23.719-1. Although the project will receive a 10 percent reduction (43 spaces) for being within one-quarter mile from the Sunrise Light Rail station (23.719.090.B.3), an Adjustment permit is required to compensate for the approximate 10 percent (44 spaces) remaining shortfall. This is within the 30 percent maximum reduction allowed by Section 23.131.020 (129-spaces).

Integrated Center and Pedestrian Access:

A significant improvement to the previously approved plan will be the proposed cross access to all three establishments making the site function as an integrated center. The new entrance from Folsom Boulevard will improve circulation and automobile distribution through the site, as the new drive aisle and removal of existing fencing will allow patrons to utilize amenities/services from all three establishments. Due to the amount of grading, the final design of the pedestrian cross access has yet to be included within the current plan. A condition of approval has been added to provide sidewalks, lighting, landscaping, and directional signage to improve pedestrian circulation between the three establishments. This is required as condition #20 of the attached Conditions of Approval (**Exhibit B**).

Figure 3: Existing Conditions (between existing Hyatt hotel and Fire Rock Grill)

Design:

All renovations and new construction must adhere to the City's Design Guidelines to ensure all improvements and additions will be attractive while integrating into the surrounding environment. The project has been reviewed in accordance with Section A, B, and H for commercial development and community facilities (event center).

Site Plan and Landscaping:

The hotel and event center have been positioned to face Folsom Boulevard and integrate the new parking area and landscaping into the surrounding hotels and Fire Rock restaurant to the east. The main entrances will face Folsom Boulevard, and the event center site has been relocated to the right side of the hotel near the Fire Rock grill site. Parking will wrap around the south, west, and north side of the hotel giving guests direct access to the facility, especially from the secondary access along Point East Drive. A new 12-foot by 60-foot landscaped median is proposed at the north intersection of Point East Drive and Folsom Boulevard as a traffic calming measure for automobiles heading north and south on Point East Drive.

The plans have been designed with a stripped and designated pathway at the south end of the parking area to accommodate pedestrian foot traffic coming from Folsom Boulevard and the Sunrise Light Rail station. To improve pedestrian connectivity from Folsom Boulevard, condition #24 was included to provide better internal circulation and safety for guests through the addition of pedestrian crossway improvements such as raised crosswalks, enhanced stripping and signage. The landscaped median and pedestrian crossway improvements are described in detail on the attached Conditions of Approval (**Exhibit B**).

The landscaping includes a mix of 15-gallon Marina Strawberry Tree, Shantung Maple, Western Redbud, Columbia Plane Tree, and Coast Live Oak along with turf, groundcover and shrubs along Point East Drive and Folsom Boulevard. A combination of trees and shrubs will be used along the building facades and pedestrian areas to help break up the wall's massing as a final landscaping plan will be required. As discussed in the *Integrated Center and Pedestrian Access* section above, additional landscaping will be requested as part of the improvements for cross access between parcels.

Architecture:

The façade will use a combination of materials (exterior insulation finishing, cultured veneer, porcelain tile) and color to break up the façade's design. This is consistent with the City's Design Guidelines to create a more unique and diverse building elevation. The hotel roofline has varying heights (62-feet to 48-feet) while the event center proposes 27-foot height. These are consistent with Zoning Code regulations for height and are intended to break up the massing of the façades by matching up with the varying façade projections. A variety of warm (adobe, tan, muted orange) and cool (metallic grey) colors have been used to further break up the façade massing while making the building aesthetically pleasing for passing motorist.

The hotel entrance and event center will have clearly defined canopies that will project from the main building to the drive aisle. Additional windows and glass doors have been added to the hotel ground floor while landscaping has been added to the event center to break up the monotony of the bare walls facing the pedestrian and parking areas. Although shown on the plans, signage is not approved with this project as a unified sign program will be required and contained within the conditions of approval.

**Figure 7: Hotel and Event Center Entrance
(North/Rear Elevation facing the existing Hotel)**



**Figure 8: Hotel and Event Center Renderings
(South/Front Elevation facing Folsom Boulevard)**



FISCAL ANALYSIS OF PROJECT

Although the developer and City have agreed to a financial agreement to reduce some of the costs associated with construction, the City anticipates that this project will still provide additional revenues from increases in transit oriented taxes and the general sale of goods purchased by staff and guests of the hotels, fire rock restaurant, and event center.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15332 (Infill). A description of the evidence for the exemption is found in the findings included in **Attachment 1**.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15332 and adopt Resolution No. 54-2015 the Conditional Use Permit Amendment, Design Review Amendment, and Adjustment for the Hyatt Hotel and Event Center DD8576, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENTS

1. Resolution 54-2015, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Resolution 112-2014 for Financial Assistance Agreement.
3. 500' Radius Map with Mailing Labels.
4. Previously Approved Plans per resolution 135-2015.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 54-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE HYATT HOTEL AND EVENT CENTER CONDITIONAL USE
PERMIT AMENDMENT, MAJOR DESIGN REVIEW AMENDMENT, AND ADJUSTMENT
(FORMERLY POINT EAST HOTEL AND EVENT CENTER)
- PROJECT NO. DD8576**

WHEREAS, on September 15, 2014, the Rancho Cordova City Council approved Resolution 112-2014 authorizing the City Manager to execute a financing agreement with D&S Development, Inc. (hereinafter referred to as Applicant) to construct new hotel and event center contingent upon a formal submittal for a Conditional Use Permit, Design Review and Adjustment consistent with all federal, state, and local regulations; and

WHEREAS, based on the financing agreement, on September 18, 2014 a formal submittal was made to the City to construct a new four-story 53,600 square foot 89-room extended stay hotel with a new associated 5,890 square foot event center located at 11212 Point East Drive at the northeast corner of Point East Drive and Folsom Boulevard. (Assessor's Parcel Number: 058-0270-060-0000); and

WHEREAS, the Rancho Cordova City Council approved Resolution 135-2014 on December 1, 2014 allowing the Applicant to proceed with obtaining the necessary construction permits; and

WHEREAS, On April 14, 2015 the Applicant submitted plans to amend the approved hotel and event center project. This amendment includes a rebranding to a new Hyatt Hotel, relocation of the event center, façade changes, and a new consolidated entrance on Folsom Boulevard that will integrate into the surrounding businesses; and

WHEREAS, this project was reviewed by all applicable City departments and agencies for comments and conditions; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Hyatt Hotel and Event Center Conditional Use Permit Amendment, Design Review Permit Amendment, and an Adjustment Permit (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is a Class 32 Categorical Exemption (15332) for infill projects, as supported by the following:
 1. Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

ATTACHMENT 1

Evidence: Hyatt Hotel follows the applicable policies and designation provided in the General Plan Folsom Boulevard Planning Area for the City of Rancho Cordova. The location is also zoned General Commercial (GC) in the Convention Overlay which permits event centers and extended stay hotels with the approval of a Conditional Use Permit. These uses are intended to attract new visitors to the City consistent with the General Plan vision and Zoning requirements.

2. Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Evidence: The proposed project will be constructed at 11212 Point East (APN: 058-0270-060-0000) located on the corner of Folsom Boulevard and Point East Drive which is well within Rancho Cordova city limits. At 2.32 acres the project site does not exceed the maximum 5 acres and is surrounded by other “urban” uses such as restaurants and hotels. The application includes minor improvements along the boundaries to accommodate the new drive aisle, but does not include improvements to the sites themselves.

3. Finding: The project site has no value as habitat for endangered, rare or threatened species.

Evidence: The proposed project will not displace any endangered or threatened species as the site has no value as a habitat or community for this class. Any changes in environment will be minor to none.

4. Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Evidence: The proposed project location has adequate forms of transportation that will minimize the effects of any increased traffic in the area. There are existing roadways of Folsom Boulevard and Point East Drive as well as proposed onsite bike parking and sidewalks for individual transportation. Sunrise Light Rail Station is also available directly across Folsom Boulevard for those wishing to take public transportation. The project will not have any effects on noise, air quality, or water quality in the surrounding area as the area was already reviewed as per the General Plan Environmental Impact Report that assumed build out consistent with the proposed plan.

5. Finding: The site can be adequately served by all required utilities and public services

Evidence: The Hyatt’s proposed location does have adequate access to all required utilities including water, sewer, refuse, electricity, and telephone services.

- B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and

ATTACHMENT 1

special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the Convention Overlay, the Zoning Code, the Municipal Code, and the General Plan. The Convention Overlay seeks to “establish an area in the City specifically for the development of a convention center with related and supporting uses.” The project consists of an extended stay hotel and an event center that is in keeping with the Convention Overlay and all applicable standards, and guidelines.

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

Evidence: The proposed overall design includes a new parking area, lighting, landscaping, and pedestrian gathering areas for undeveloped areas which flow well with the site design of the hotel and event center. These designs will also enhance the character of the community as the project site is currently a vacant lot and will be developed into an area of entertainment and public gathering. The building’s façade and use of color and material are consistent with the City’s Design Guidelines for commercial and community facility projects.

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

Evidence: The design and proposed use of the project is established clearly within the submitted application for Major Design Review, Conditional Use Permit and Adjustment. The design and use are consistent with the existing businesses in the area which consist of hotels, restaurants, warehousing, and light rail station south of Folsom Boulevard. The design, color, and materials are compatible with the character and of existing development and have been designed to foster a more human scale façade.

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

Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the main entrance will be located on Folsom Boulevard while a secondary access will be along Point East Drive at the north end of the project. The project has been conditioned to improve safety for pedestrians coming from Folsom Boulevard or that utilize the Sunrise Light Rail Station. Also improvements will be made to the existing sidewalks and right-of-way along the project site in accordance with all local standards.

- C. Approve the Conditional Use Permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.134.030 and evidence as follows:

1. Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building

ATTACHMENT 1

mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The proposed hotel and event center have been designed to follow all Zoning regulations and provisions in the Rancho Cordova Municipal Code. The project site is located on the corner of Folsom Boulevard and Point East Drive near Sunrise Station which utilizes existing public transportation, minimizing traffic impacts. The project has been conditioned to minimize any impacts from construction and/or operation of the new establishment.

2. 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: The proposed project will fit within the existing adjacent land uses and will compliment these uses by providing both a hotel and an event center. The project parking is designed to connect to existing parking at the Fire Rock Restaurant to facilitate movement of autos and pedestrians between these uses. The applicant has also applied for an Adjustment with the City of Rancho Cordova which allows up to a 30% reduction in parking and will bring the project site to code compliance. The findings for the Adjustment are listed below.

3. Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: The new hotel and event center will have all required public facilities (water, sewer, solid waste, electric, etc.) and all facilities are equipped to handle the needs of the proposed project.

4. Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

Evidence: The project has been designed to meet all of the applicable standards of the General Plan, Zoning Code, and Design Guidelines. To ensure compliance with all standards, the project has been conditioned to guarantee these standards are achieved before any building permit can be issued.

5. 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, where feasible.

Evidence: The project site currently has no existing structures and therefore has no elements that are nonconforming. The proposed project is a new development and has been designed to meet all applicable standards, regulations, and provisions of the Zoning Code of the City of Rancho Cordova.

- D. Approve the Adjustment permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.131.040 and evidence as follows:

1. Finding: That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.

Evidence: The proposed project has fully utilized the project site and has been designed to provide a desirable environment within its own boundaries as well as

ATTACHMENT 1

within its surrounding community. The project is equipped with an event space as well as a pedestrian and shared space that supports the purpose and intent of the Convention Overlay. The project presents a unique design that will accommodate motorists while encouraging multimodal forms of transportation.

2. Finding: That the proposed development is compatible with existing and proposed land uses in the surrounding area.

Evidence: This new development is compatible with the surrounding restaurant, hotels, light rail station, and other surrounding uses in the area. The use of "Hotel & Motel, Extended Stay" is supportive of the intent of the Convention Overlay and will be compatible with future proposed land uses that will continue to push forward that purpose.

3. Finding: That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions (e.g., additional open space, protection of natural resources, improved pedestrian connectivity, public plazas, etc.).

Evidence: The proposed project was unable to meet the parking requirements for the event center use under the Rancho Cordova Zoning Code. The project is required to make accommodations and develop amenities such as on-site bike parking, re-developed sidewalks, and easy access to Sunrise Light Rail station in order to encourage other forms of travel. The project has been conditioned to improve both onsite and offsite circulation, that will minimize pedestrian and automotive conflicts.

4. Finding: Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.

Evidence: The approval of the adjustment will not adversely affect neighboring or nearby interests as the location of the project site allows for the use of alternative forms of transportation such as light rail and on-site bike parking. The development of the event center will also bring more visitors to the area providing more business to neighboring hotels and restaurants.

5. Finding: The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.

Evidence: The granting of the adjustment will allow for the Hyatt Hotel and Event Center to be compliant with the Rancho Cordova Zoning Code and therefore be permitted for development. The use of "Hotel and Motel, Extended Stay" is permitted with a CUP under the Convention Overlay which is included in the General Plan Planning Area vision for area. The adjustment will not create any deviation from any Specific Plans or Agreements as there are none.

6. Finding: The adjustment is the minimum required to achieve the desired result

Evidence: The project has been through careful review and has been designed with amenities and nearby options in mind that could reduce the amount of parking required. However, with the relatively small size of the lot, access to efficient public transportation and on-site bike parking will still not bring the

ATTACHMENT 1

development to compliance with the zoning code parking requirement, therefore, an adjustment is required to achieve the desired result.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk



11260 POINT E. DRIVE
058-0270-051
058-0270-053
058-0270-057

11212 POINT E. DRIVE
058-0270-060

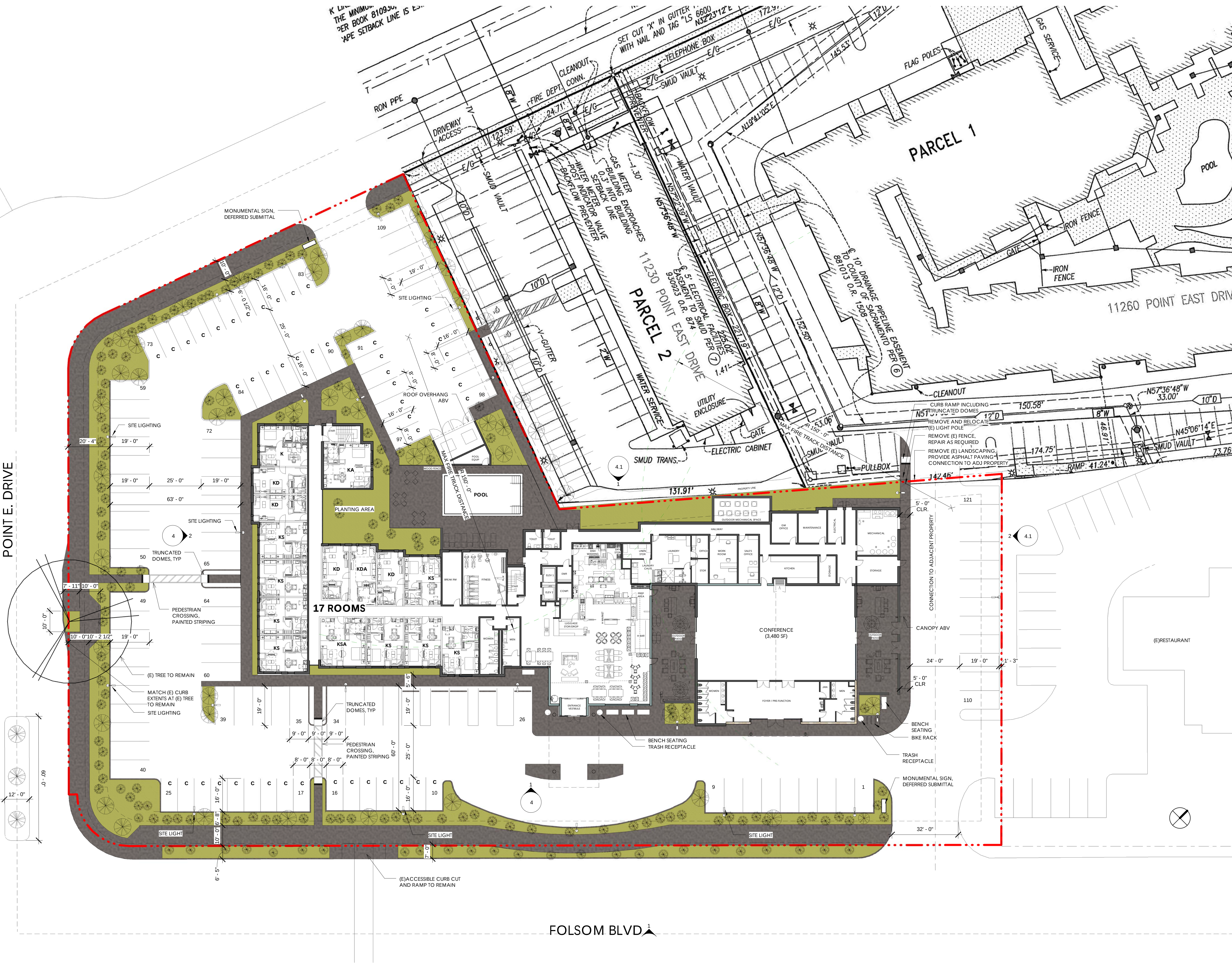
11275 FOLSOM BLVD
058-0270-046

OVERALL SITE PLAN

1" = 40'-0"

1

SITE PLAN



PARKING PROVIDED	
NEW HYATT PARKING	121 spaces (39% compacts)
EXISTING HYATT PARKING	158 spaces
FIRE ROCK PARKING	63 spaces
TOTAL PROVIDED	342 spaces

PARKING REQUIREMENT	
HOTEL - NEW HYATT	88 rooms (1 per room) 88
HOTEL - EXISTING HYATT	158 rooms (1 per room) 158
EVENT SPACE	2480 sf (1 per 300) 116
FIRE ROCK RESTAURANT	200 seats (1 per 3 seats) 67
Subtotal	429
LESS VARIANCE -	30% 129
TOTAL REQUIRED	300

PARKING SUMMARY	
ON-SITE PARKING	73 Regular Stalls 48 Compact Stalls
STREET PARKING	0 STALLS
TOTAL PARKING	121 STALLS

AREA SUMMARY	
	HOTEL
1 FL	18,490 SF
2 FL	13,440 SF
3 FL	13,440 SF
4 FL	13,440 SF
TOTAL	58,810 SF
GRAND TOTAL	65,025 SF

TYPE	LEVEL-1	LEVEL-2	LEVEL-3	LEVEL-4	TOTAL	TOTAL BY TYPE
KS - KING STUDIO	8	10	11	11	40	42
KSA - KING STUDIO ACCESSIBLE	1	1	0	0	2	
KD - KING DEN ROOMS	4	8	8	8	28	29
KDA - KING DEN ACCESSIBLE ROOMS (ROLL-IN SHOWER)	1	0	0	0	1	
QQ - QUEEN/QUEEN ONE BEDROOM	0	1	2	2	5	6
QQA - QUEEN/QUEEN SUITE ACCESSIBLE	0	1	0	0	1	
K - KING ONE BEDROOM	1	3	3	3	10	11
KA - KING ONE BEDROOM ACCESSIBLE	1	0	0	0	1	
TOTAL	16	24	24	24	88	88

NOTE: ROOM MATRIX IS NOT FINAL OR APPROVED BY HYATT DESIGN TEAM. THIS REPRESENTS CONCEPTUAL LAYOUT FOR INITIAL REVIEW STAGE.

ROOM MATRIX

6" = 1'-0"

2



1 SITE LIGHT



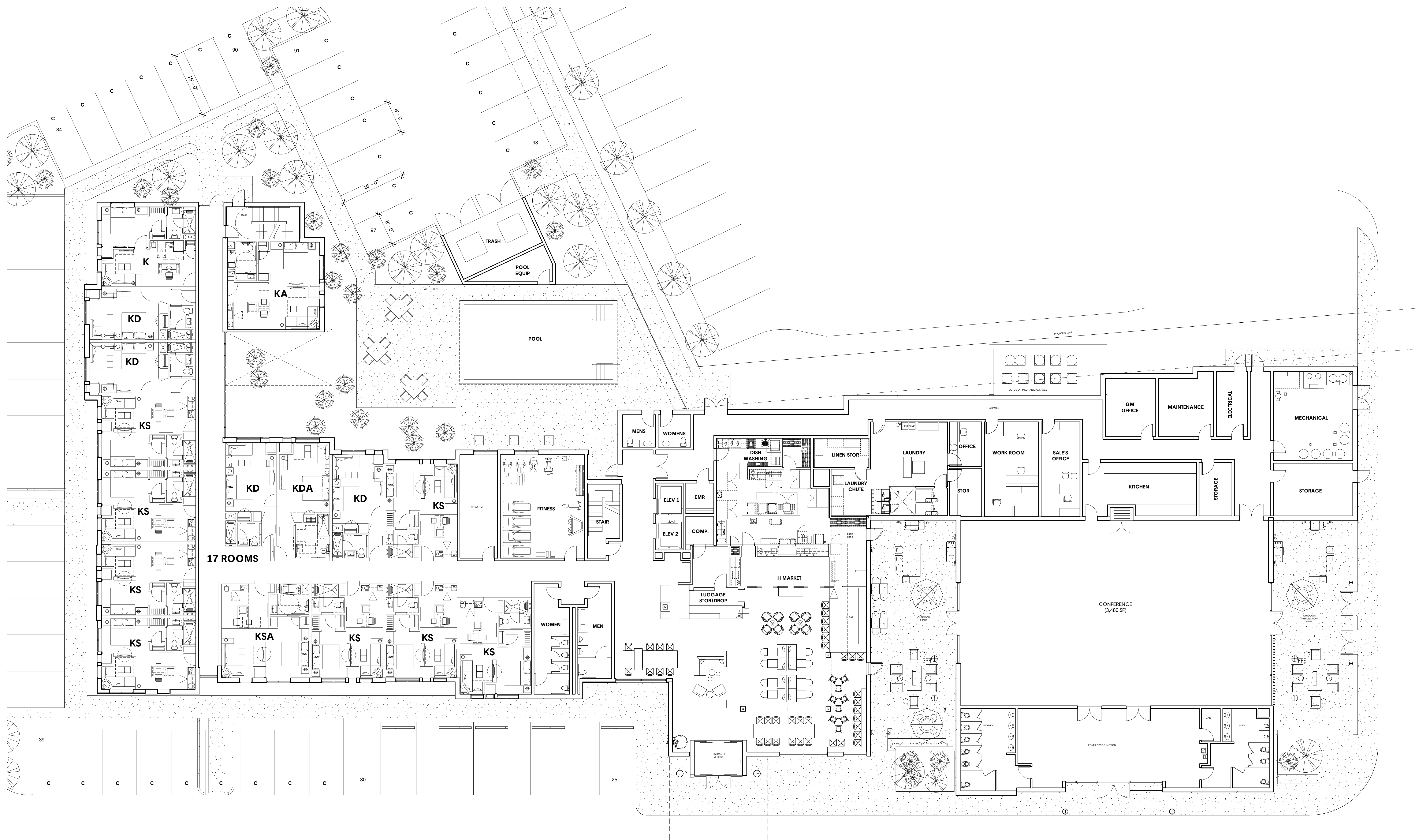
2 TRASH RECEPTACLE



3 BIKE RACK

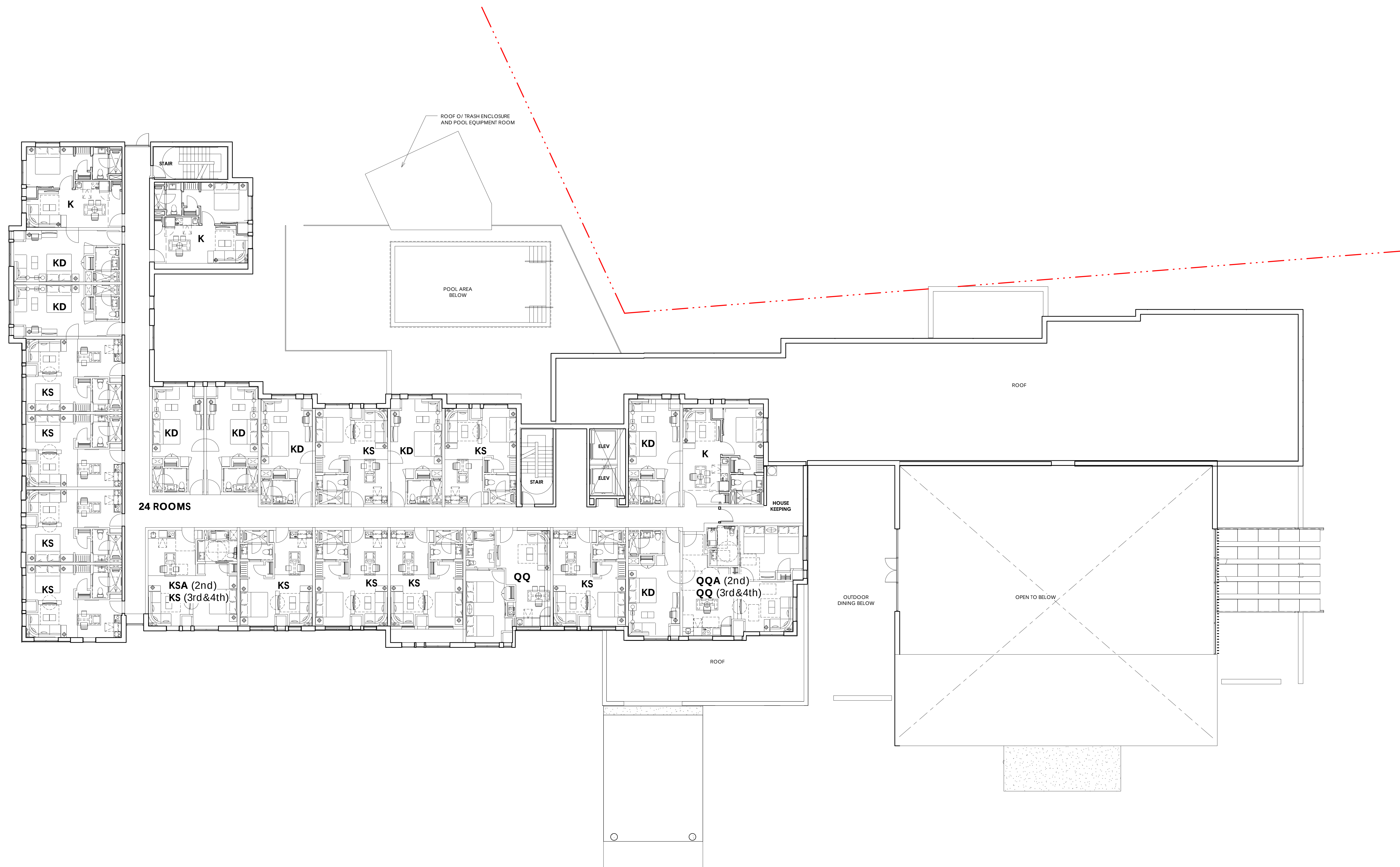


4 BENCH SEATING



GROUND FLOOR PLAN

1" = 10'-0"



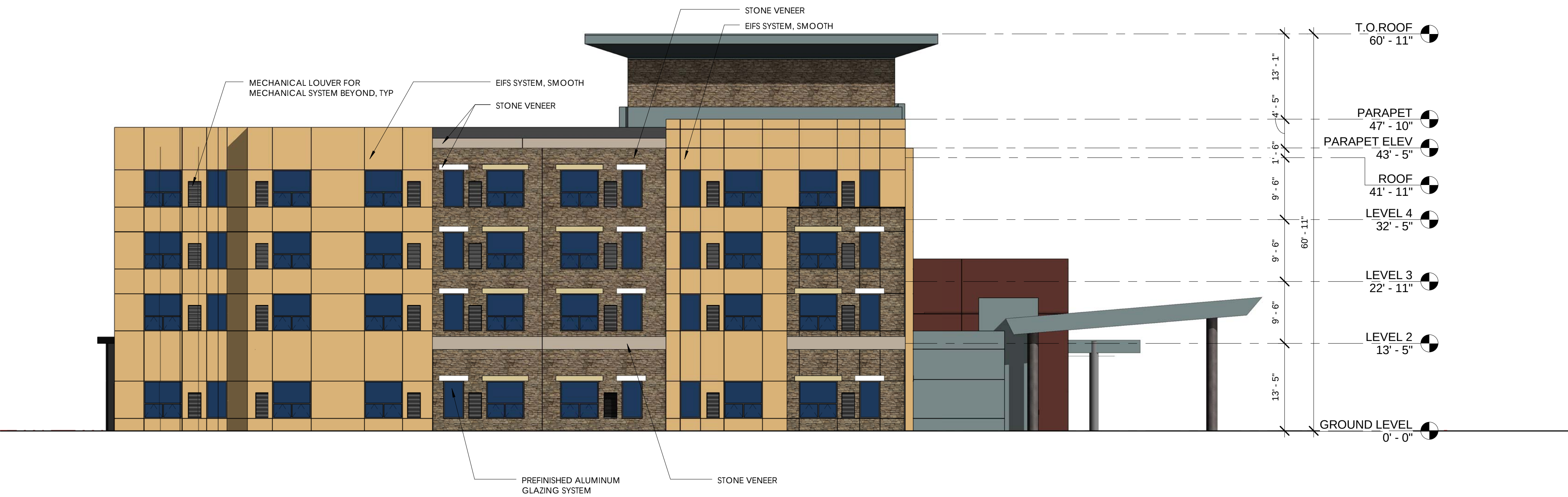
LEVEL 2, 3 & 4

1" = 10'-0"

1

TOTAL ROOM COUNT: 88 ROOMS

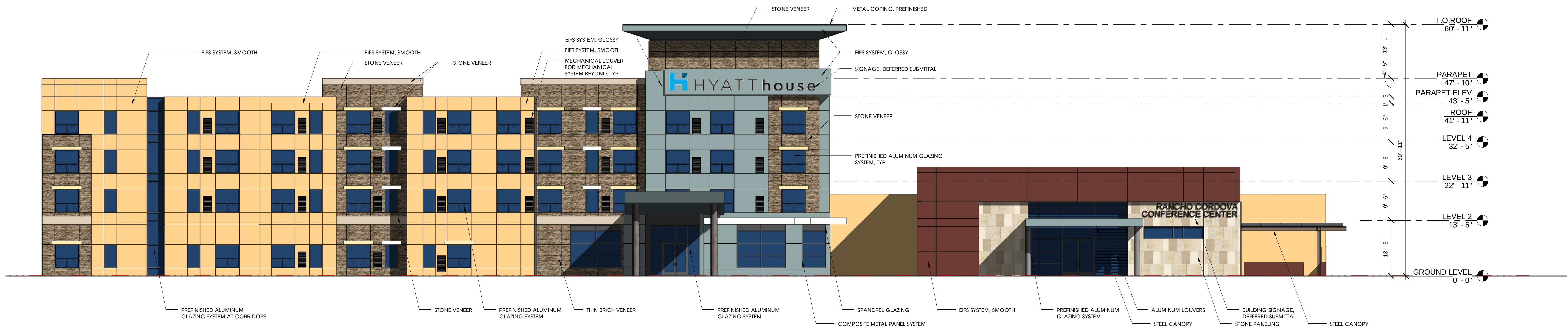
HYATT HOUSE - RANCHO CORDOVA



2

WEST ELEVATION

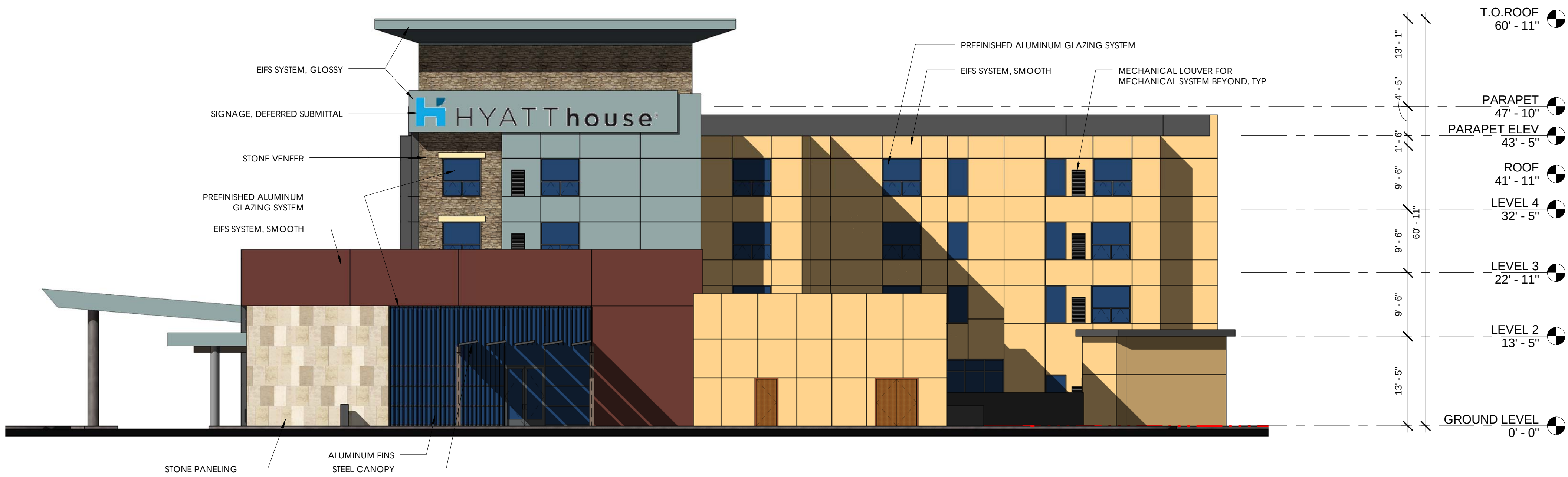
3/32" = 1'-0"



1

SOUTH ELEVATION

3/32" = 1'-0"



EAST ELEVATION

3/32" = 1'-0"

2



NORTH ELEVATION

3/32" = 1'-0"

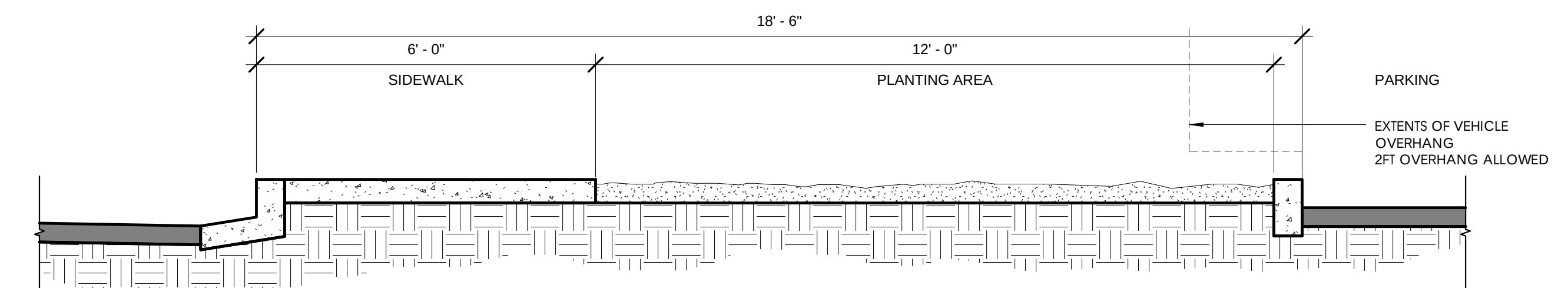
1



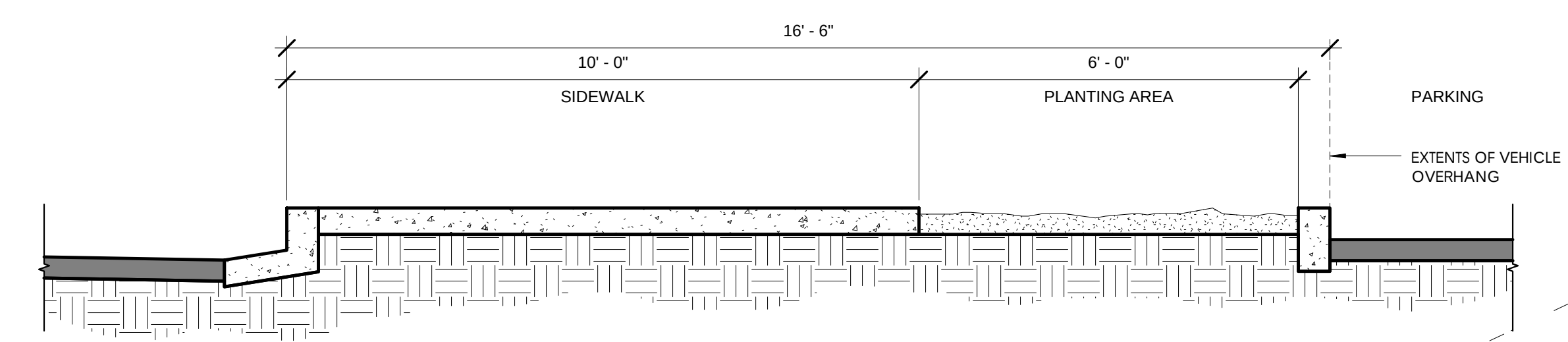
VIEW FROM SOUTHEAST



VIEW FROM SOUTHWEST



PROPOSED DESIGN



CURRENT DESIGN

SIDEWALK SECTION 1/2" = 1'-0"

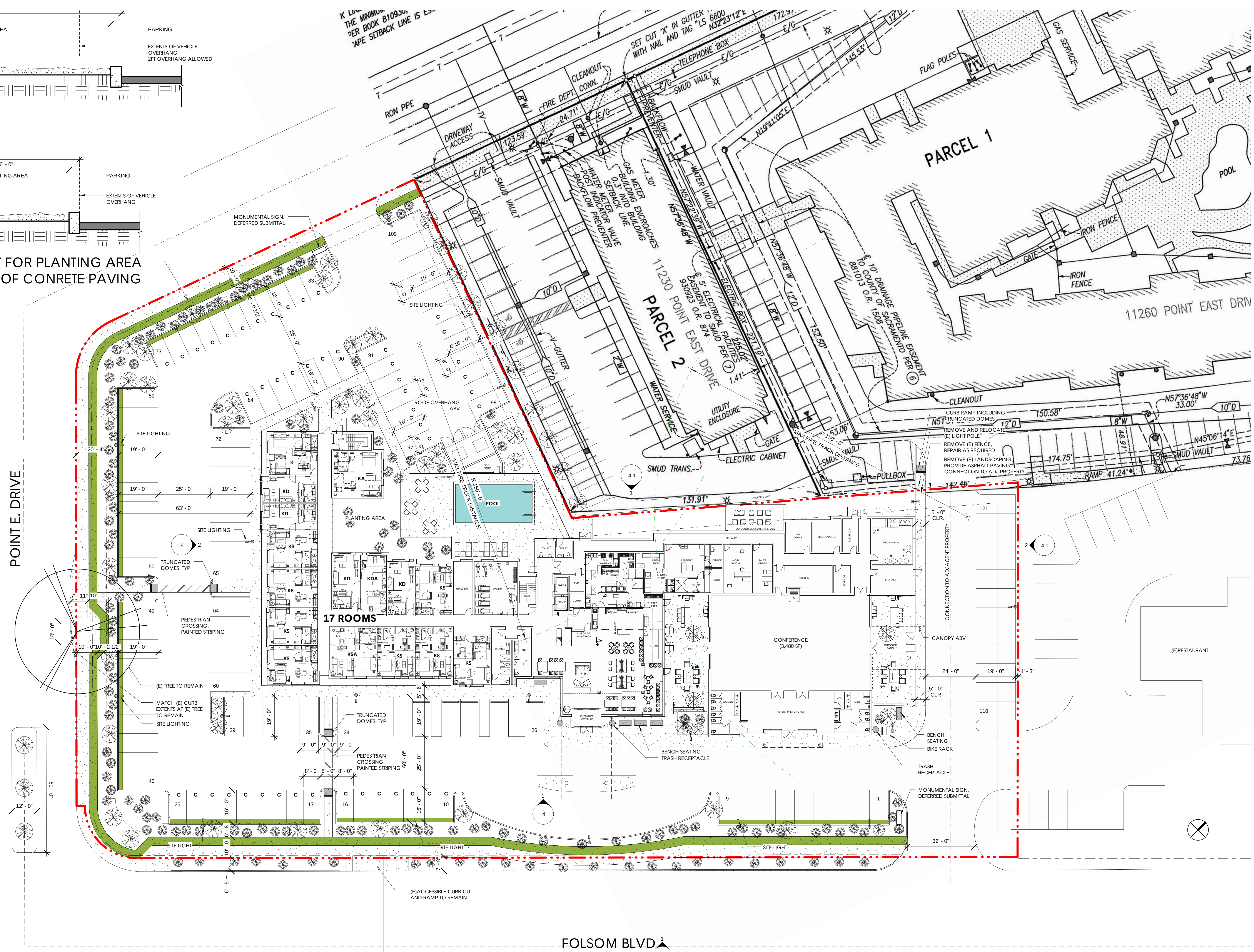
2

AN ADDITIONAL 6FT OF LANDSCAPE AREA REPLACES 4,045 SF OF CONCRETE & ASPHALT WHICH CONTRIBUTE TO GLOBAL WARMING.

30 YEAR OLD ZONING CODE RESCINDED BY EVERYONE BUT CITY OF RANCHO CORDOVA.

SIDEWALK ANALYSIS 1/4" = 1'-0"

OPPORTUNITY FOR PLANTING AREA IN LIEU OF CONCRETE PAVING



SITE PLAN

1" = 20'-0"

1



PARKING LOT AREA SHADE CALCULATIONS

	F	TQ	H	Q	TOTAL
ACER TRUNCATUM	O	O	12@157	2@78.5	2,041 SF
CERCIS OCCIDENTALIS	O	O	4@56	O	224 SF
PLATANUS ACERFOLIA 'COLUMBIA'	O	O	15@353	1@176.5	5,471.5 SF
QUERCUS AGRIFOLIA	O	O	11@353	6@176.5	4,942 SF
	TOTAL TREE SHADE				12,678 SF
	TOTAL PARKING LOT AREA				18,152 SF
	PERCENT SHADED				70%

PLANT LEGEND

SYM	BOTANICAL NAME	COMMON NAME	W/U	SIZE	NOTES
TREES					
	ARBUTUS X MARINA	MARINA STRAWBERRY TREE	L	24" BOX	MULTI
	ACER TRUNCATUM	SHANTUNG MAPLE	M	15 GAL.	
	CERCIS OCCIDENTALIS	WESTERN REDBUD	L	24" BOX	MULTI
	PLATANUS ACERIFOLIA 'COLUMBIA'	COLUMBIA PLANE TREE	L	15 GAL.	
	QUERCUS AGRIFOLIA	COAST LIVE OAK	L	15 GAL.	1-36" BOX *

SHRUBS

	BERBERIS THUNBERGII 'CRIRUZAM'	CRIMSON RUBY JAPANESE BARBERRY	M	1 GAL.
	CALAMAGROSTIS X ACUTIFOLIA 'KARL FOERESTER'	KARL FORESTER REED GRASS	L	1 GAL.
	CALLISTEMON CITRINUS 'LITTLE JOHN'	DWARF BOTTLEBRUSH	L	5 GAL.
	HEUCHERA 'BLACK BEAUTY'	BLACK BEAUTY CORAL BELLS	M	1 GAL.
	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	L	1 GAL.
	JESPERALOE PARVIFLORA	RED YUCCA	L	5 GAL.
	MUHLBERGIA CAPILLARIS	PINK MUHLY	L	1 GAL.
	PRUNUS CAROLINIANA 'COMPACTA'	COMPACT CAROLINA CHERRY LAUREL	L	5 GAL.
	RHAPHIOLEPIS INDICA 'MONTA'	INDIAN PRINCESS INDIAN HAWTHORN	M	5 GAL.

GROUND COVER

	ARCTOSTAPHYLOS 'EMERALD CARPET'	EMERALD CARPET MANZANITA	L	1 GAL.	36" O.C.
	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	L	1 GAL.	12" O.C.
	VINCA MINOR	DWARF PERIWINKLE	M	1 GAL.	24" O.C.
	NATIVE MOW FREE*	FESTUCA RUBRA FESTUCA IDAHOENSIS FESTUCA OCCIDENTALIS	M	SOD	

*MOW FREE FESCUE SOD IN BIO- SWALE AREAS AS YET TO BE DETERMINED.

NOTE:
* ONE (1) 36" BOX QUERCUS AGRIFOLIA WILL BE PLANTED PER THE CITY TO MITIGATE THE REMOVAL OF ONE (1) 14" DBH QUERCUS LOBATA.

PLANTING NOTES

1. PLANT MATERIAL QUANTITIES SHOWN ON DRAWINGS ARE INFORMATIONAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REQUIRED.
2. PLANT KEY
QUANTITY
3. IMMEDIATELY AFTER AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF SPECIFIED PLANT MATERIAL IS AVAILABLE FROM COMMERCIAL NURSERIES. IN CASE A PLANT IS NOT AVAILABLE, THE LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS. SUCH CHANGES WILL NOT ALTER THE CONTRACTOR'S ORIGINAL BID PRICE UNLESS A CREDIT IS DUE THE OWNER.
4. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS WHEN FULLY FLOODED WITH WATER SHALL DRAIN WITHIN 6 HOURS OF FILLING. THE CONTRACTOR SHALL ENSURE ALL PLANT PITS HAVE POSITIVE DRAINAGE. SEE SPECIFICATIONS FOR EXACT REQUIREMENTS.
5. ALL PLANT MATERIALS SHALL COMPLY WITH FORM AND CHARACTERISTIC REQUIREMENTS AS SPECIFIED. ALL PLANT MATERIAL WILL COMPLY WITH ANSI Z601 STANDARD FOR NURSERY STOCK.
6. THE CONTRACTOR SHALL CONFORM TO ALL CONDITIONS AND REQUIREMENTS CONTAINED WITHIN THE LANDSCAPE INSTALLATION SPECIFICATIONS. THE CONTRACTOR SHALL HAVE AVAILABLE ON THE JOB SITE AT ALL TIMES THE CONSTRUCTION ISSUE SPECIFICATIONS FOR INSPECTION BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL INSERT IN THE PLANS ALL OFFICIAL/APPROVED ADDENDUMS AND/OR CHANGE ORDERS RELATIVE TO THE LANDSCAPE INSTALLATION IN CHRONOLOGICAL ORDER.
7. THE CONTRACTOR IS RESPONSIBLE FOR SOIL EROSION CONTROL MEASURES THAT MAY BE REQUIRED THROUGH THE DURATION OF THE CONTRACT PERIOD SHOULD THERE BE EXISTING SOIL EROSION CONDITIONS THAT REQUIRE MITIGATION WHEN THE CONTRACTOR INITIALLY ACCEPTS THE SITE, THE LANDSCAPE ARCHITECT AND OWNER SHOULD BE ALERTED TO ITS EXISTENCE. FAILURE OF THE CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER IMPLIES ACCEPTANCE OF THE SITE BY THE CONTRACTOR IN ITS EXISTING CONDITION. ALL COSTS NECESSARY TO MITIGATE EXISTING EROSION PROBLEMS SHALL BE AT THE CONTRACTOR'S EXPENSE AND AT NO EXTRA COST TO THE OWNER OR INCREASE THE ORIGINAL BID AMOUNT.
8. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITY SYSTEMS PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION THAT MAY CAUSE DAMAGE TO EXISTING STRUCTURES. CALL U.S.A. TO LOCATE ALL EXISTING UTILITIES (800) 227-2600. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/REPLACEMENT OF DAMAGED UTILITIES, TO THE SATISFACTION OF THE OWNER OR GOVERNING AGENCY AND AT NO EXTRA COST TO THE OWNER OR INCREASE IN BID AMOUNT.
9. ALL SHRUB PLANTING AREAS SHALL BE TOP DRESSED WITH A 3" LAYER OF CHIPPED BARK MULCH. PARTICLE SIZE SHALL BE A MINIMUM OF TWO (2) INCHES.
10. NO TREE SHALL BE PLANTED WITHIN FIVE (5) FEET OF UNDERGROUND WATER MAINS.
11. TREES PLANTED WITHIN TEN (10) FEET OF SIDEWALKS OR CURBS SHALL RECEIVE ROOT BARRIERS.
12. ALL PLANTING WORK SHALL BE IN ACCORDANCE WITH CURRENT RANCHO CORDOVA STANDARD SPECIFICATIONS.
13. AT THE END OF THE ESTABLISHMENT PERIOD, A FINAL WALK THROUGH WILL BE CONDUCTED BY THE CONTRACTOR, TO INCLUDE THE LANDSCAPE ARCHITECT OF RECORD AND THE OWNER'S REPRESENTATIVE.
14. THE CONTRACTOR SHALL SUPPLY A LANDSCAPE CERTIFICATE OF COMPLETION AT THE END OF CONSTRUCTION TO COMPLETE PERMIT ACCEPTANCE AND SIGN OFF.

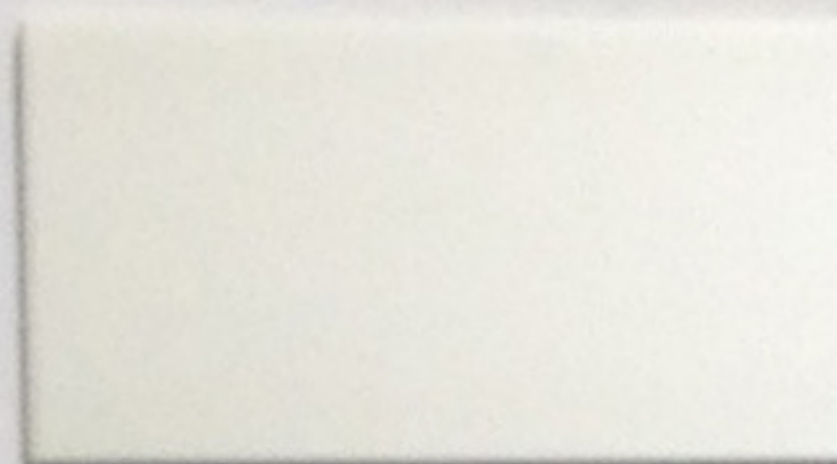
WATER EFFICIENT LANDSCAPE ORDINANCE COMPLIANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

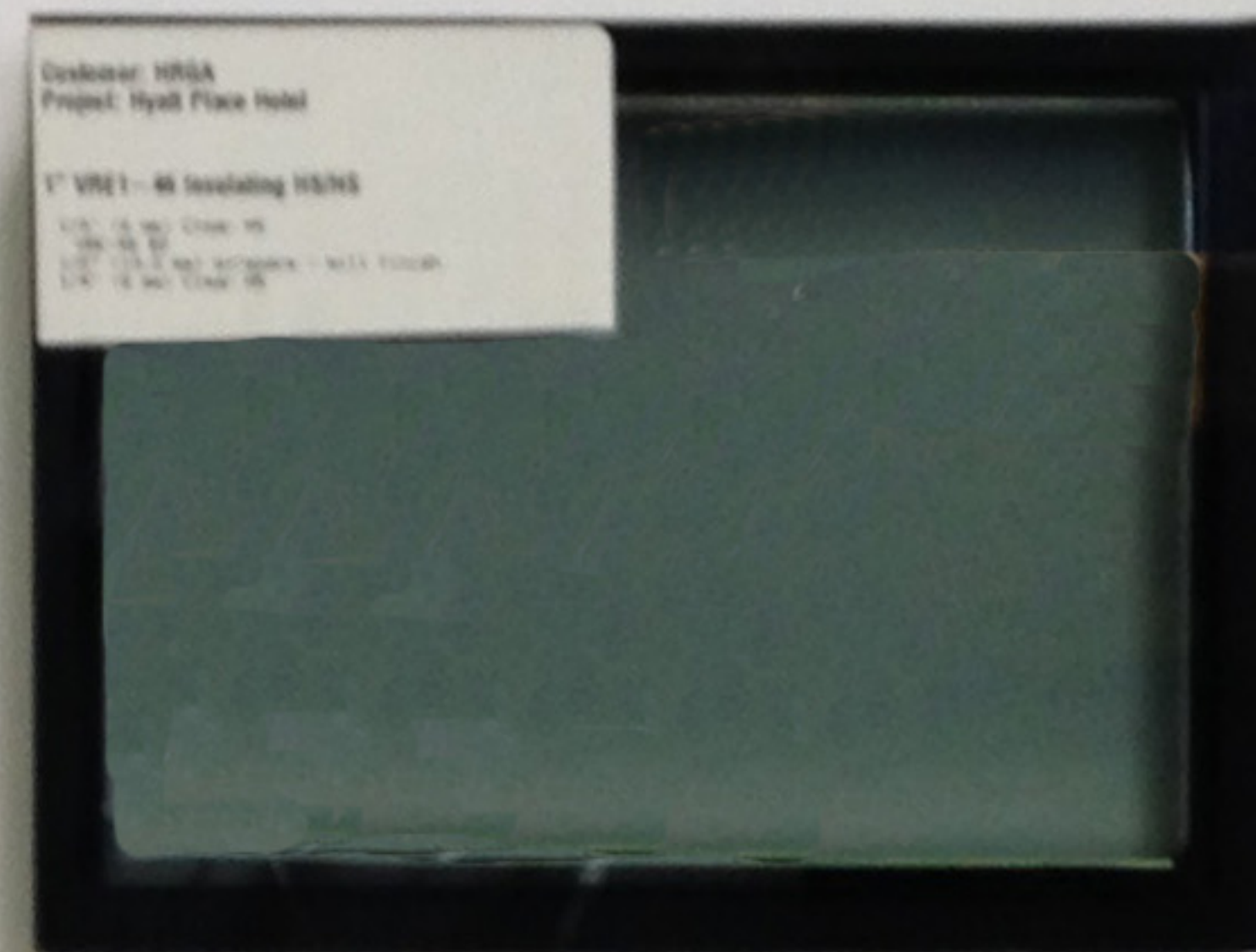
KEITH P. WILSON, ASLA, CRLA 4728



SILVER METALLIC COATING



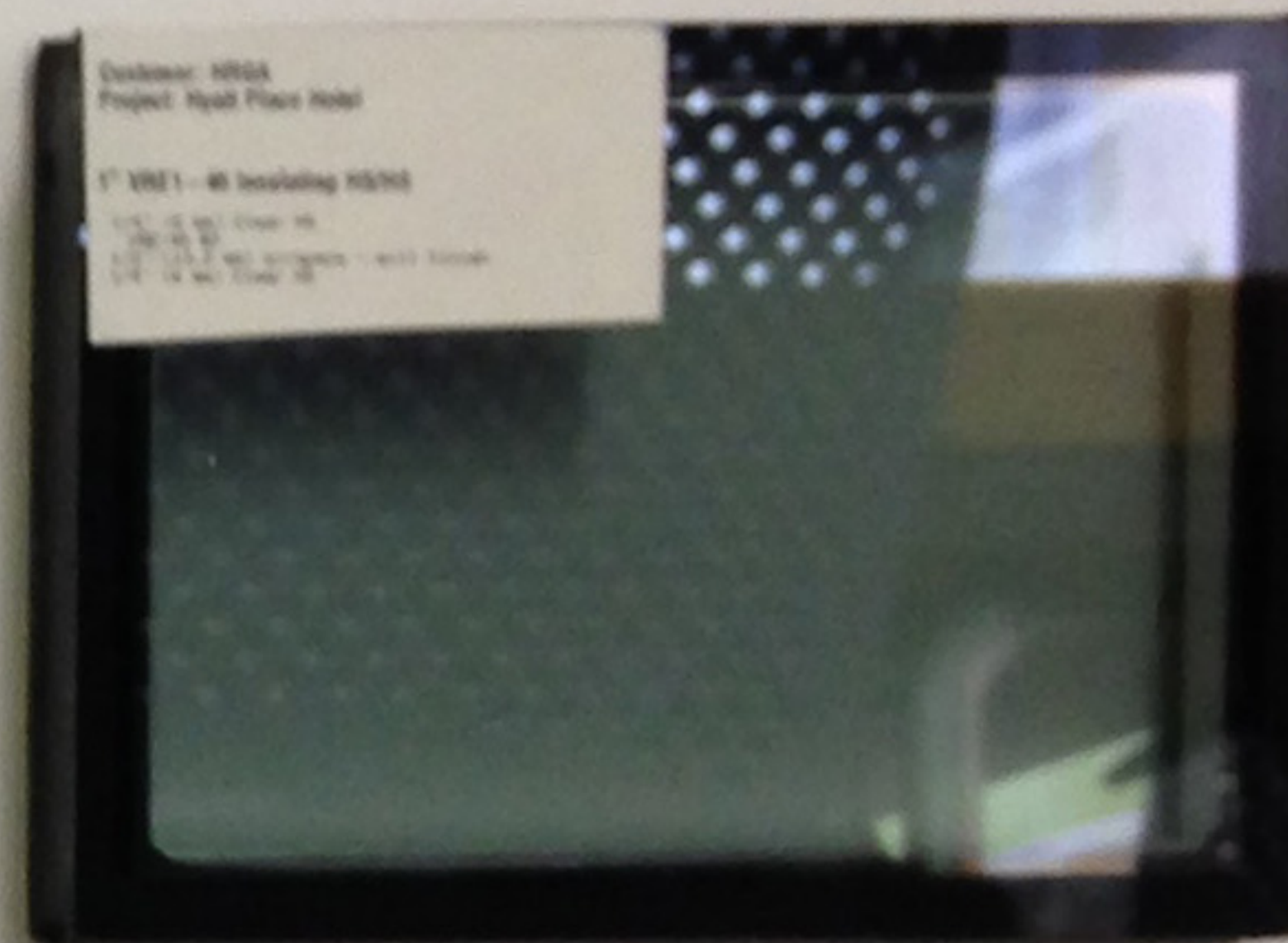
STOREFRONT MULLION -
CLEAR ANODIZED



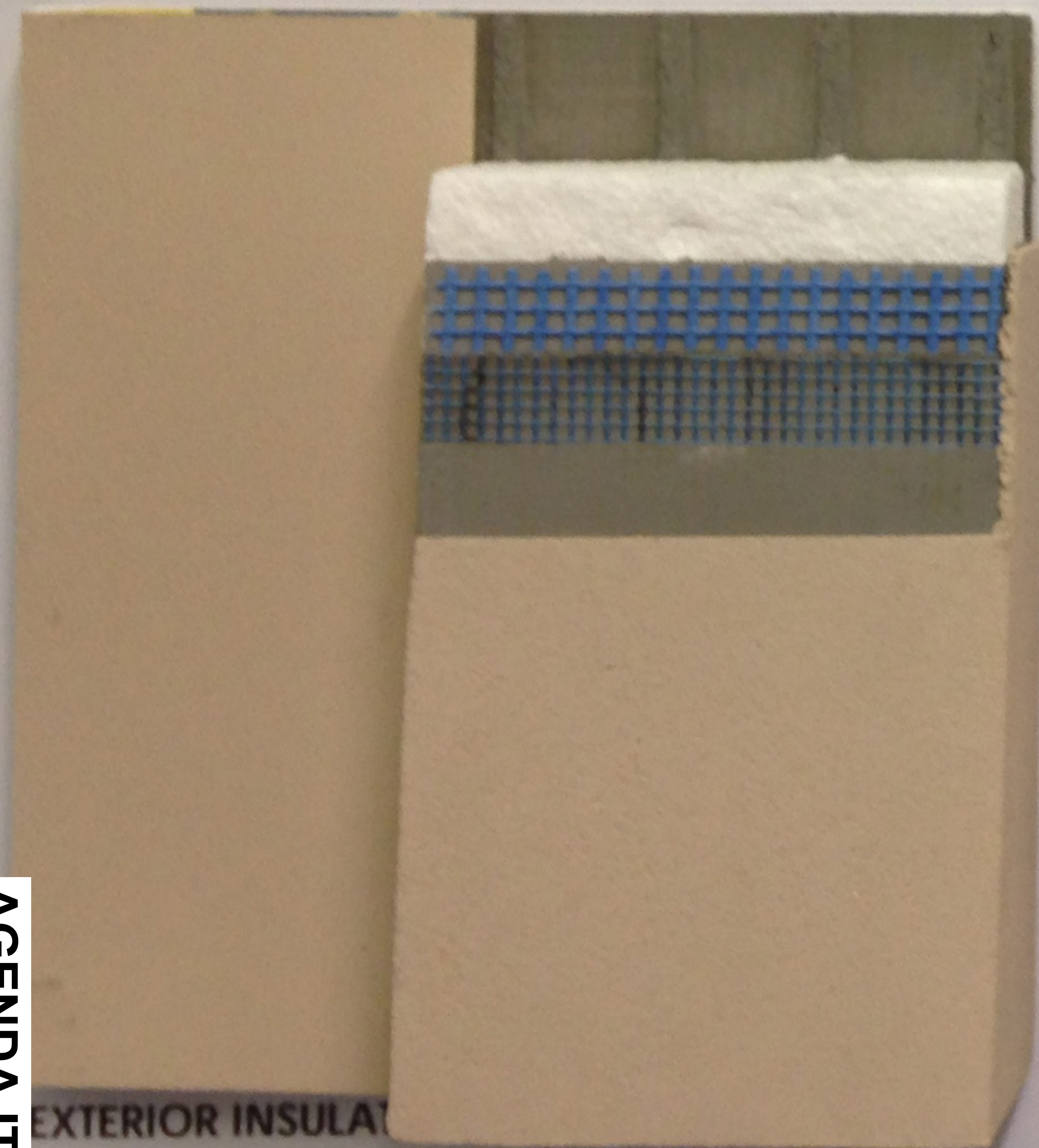
VISION GLAZING - CLEAR



STOREFRONT MULLION



VISION GLAZING - CLEAR



EXTERIOR INSULAT



CULTURED STONE VENEER



EXTERIOR INSULATION FINISHING SYSTEM (EIFS)



PORCELAIN TILE - HONED

HRGA

HYATT HOUSE - MATERIAL BOARD

CONFERENCE CENTER

DRAFT- Hyatt Hotel and Event Center Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
General Conditions					
1.	The approved entitlement is for a Condition Use Permit (CUP) Amendment, Design Review Permit Amendment, and an Adjustment Permit to construct a new four-story 58,810 square foot 88-room extended stay hotel with a new associated 6,215 square foot event center, as described in the City Council staff report dated May 18, 2015 and Approved Project Plans (Exhibit A) with the conditions herein, for project number DD8576.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, 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.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Finance	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
5.	Temporary signs may require the issuance of a Temporary Use Permit (TUP). Please contact the Planning Department for more details prior placement of any signage.	Signage	On-Going	Planning	
6.	Signage is not approved with this permit. This project will require a Unified Sign Program that shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
7.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage.	Construction	On-Going	Public Works	
8.	Should any formal complaints be submitted in regards to the impacts of this facility, the operation will be reevaluated by the Planning Department. This re-evaluation may involve an amendment to the approved plans or scope, additional studies (noise, air quality, traffic), or the revocation of the permit.	Compliance	On-Going	Planning/Police	
At Improvement Plans/Grading Permit Issuance					
9.	The Conditions of Approval shall be listed on a plan sheet that is included in the construction plan set (Grading, Utility, Landscape and Building Plans).	General	Prior to Improvement Plans	Planning/Building/Public Works	
10.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	General	Prior to Improvement Plans	Public Works	
11.	Since the total area of the developed or redeveloped impervious surfaces (building footprint, parking, and hardscaped areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	General	Prior to Improvement Plans	Public Works	
12.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Infrastructure	Prior to Improvement Plans	Public Works	

DRAFT- Hyatt Hotel and Event Center Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
13.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Infrastructure	Prior to Improvement Plans	Public Works	
14.	The developer shall install decorative lighting fixtures along Folsom Boulevard to the satisfaction of the Public Works Department.	Infrastructure	Prior to Improvement Plans/ Grading permit issuance	Public Works	
15.	A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Planning Director prior to issuance of building permits. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and address the comments contained in the City's landscape comment letter dated November 13, 2014. This landscaping plan shall include: • All landscape strips, medians, etc. that contains trees shall be installed with continuous root barriers. • Landscaping plans shall demonstrate conformance with the Water Use and Conservation provisions. • Any vegetation damaged or destroyed by construction activities shall be replaced with like or comparable plant materials, and if damage occurs off-site, the replacement plants shall be approved by the property owner and the Planning Department. • The removal of Heritage tree (14 inch dbh valley oak) shall be mitigated by planting (36-inch box tree), unless specified otherwise in the approved arborist report to the approval of the Planning Department. The size, species, and location of all replacement trees shall be identified on the Final Landscape plan, consistent with the Design Review approval. • The planter closest to Folsom Boulevard shall be reevaluated as the staff would like to see a wider planter	Landscaping	Prior to Improvement Plans/ Grading permit issuance	Planning/Pu blic Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	adjacent to the main parking area to accommodate the trees.				
16.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plan.	Funding	Prior to Improvement Plans/ Grading permit issuance	Planning, Public Works	
17.	Any alteration to the existing utilities within the existing 12.5-foot PUE shall reviewed and approved by Sacramento Municipal Utility District (SMUD) prior to construction of improvements.	Utilities	Prior to Improvement Plans/ Grading permit issuance	SMUD	
18.	Golden State Water Company (GSWC) will be able to provide domestic and fire protection water service to this project in compliance with California Public Utilities Commission (CPUC) General Order No. 103 and applicable local requirements. Other requirements include: • Dependent on project demands and in accordance with CPUC Rule 15, any modifications to the onsite or offsite water systems to accommodate any changes in fire protection requirements or increased water demands will be at the owner's expense. • Domestic and fire protection water service will be sized and located after GSWC receives an application for water service from the owner. • An easement may need to be granted to GSWC for the water service. • The design, procurement and installation of the water service (including meters) will be at the expense of the	Utilities	Prior to Improvement Plans/ Grading permit issuance	GSWC	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	owner. No trees within 10 feet of fire hydrants and within GSWC easements.				
19.	All sanitation improvements shall be reviewed and approved by the Sacramento Area Sewer District (SASD) prior to installation.	Utilities	Prior to Improvement Plans/ Grading permit issuance	SASD	
20.	Improvements for pedestrian access shall be made along the north property line to accommodate the new drive aisle connection the existing hotel and Folsom Boulevard. The existing fence will be removed and the applicant shall sufficiently grade the site to include new pathways, landscaping, and lighting. Pathways shall be minimum 5-feet wide with landscape to be review and approved by the Planning Department as all setbacks shall be maintained. This may include relocation of the existing and proposed equipment along the rear and interior property line.	Pedestrian Access	Prior to Improvement Plans/ Grading permit issuance	Planning/ Public Works	
Prior to Issuance of Building Permits					
21.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility User Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	Maintenance	Prior to Issuance of Building Permits	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
22.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	Maintenance	Prior to Issuance of Building Permits	Public Works	
23.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Sidewalk, curb and gutter on entire Folsom Boulevard property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, curb and gutter with new vertical curb and gutter, minimum 8-foot landscape planter and 10-foot wide detached sidewalk. Any obstructions to the sidewalk shall be relocated behind back of walk. • Install new minimum 10-foot wide attached sidewalk on the entire property frontage of Point East Drive. The existing tree on the east side of Point East Drive shall be protected in place. Route the sidewalk around the existing tree as necessary.	Maintenance	Prior to Issuance of Building Permits	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	Remove and replace any damaged curb and gutter. • Install a landscaped median feature on Point East Drive to the satisfaction of the City. The dimensions of the median shall be approximately 12-feet by 60-feet. The median shall be fully landscaped and irrigated to the satisfaction of the City. • Relocate or remove any obstructions to the proposed improvements. • Show all utility laterals on the plan. • All overhead utilities shall be undergrounded. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.				
24.	Auto parking areas shall be designed to connect with auto parking areas on the adjacent Fire Rock site to eliminate the necessity of utilizing the public right-of-way for cross movements. Joint or shared access, internal circulation, or parking is encouraged with adjacent uses (RCMC 23.719.100.C). The parking lot design shall include pedestrian crossway improvements (raised crosswalk, raised intersections, enhanced stripping, signage, etc.) to improve circulation from the public right-of-ways to the hotel and event center entrances. The applicant shall work with City staff to improve and/or add an additional crosswalk at the north end of the site on Point East Drive to improve pedestrian connectivity and safety.	Parking	Prior to Issuance of Building Permits	Planning	
25.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115. The design and location of the bicycle parking shall be reviewed and approved by the Community Development Director.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
26.	A detailed pedestrian plan must be reviewed and approved by the Community Development Director prior to issuance of building permits. This plan shall show all pedestrian areas and include square footage of all areas, seating types and amounts, amenities	Pedestrian Spaces	Prior to Issuance of Building Permits	Planning	

DRAFT- Hyatt Hotel and Event Center Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	(i.e. fountains, signs, art), pathway material and color, designated circulation space versus congregational space, and other features vital to the integration of the pedestrian space with the event center and hotel. Specifically, this plan shall provide design details for gathering spaces adjacent to the project event center. This plan shall be consistent with the standards outlined in Zoning Code 23.722 for pedestrian-orientated spaces.				
27.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building Permits	Planning	
28.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.	Architectural	Prior to Issuance of Building Permits	Planning	
29.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
30.	All lighting shall be installed in accordance with an approved Photometric Plan, showing the location of all light sources, streetlight spacing, intensity of luminance, and uniformity ratio, in accordance with the City's specifications, with the Improvement, Utility, or Building Plans, whichever comes first. The photometric	Architectural	Prior to Issuance of Building Permits	Planning/Building	

DRAFT- Hyatt Hotel and Event Center Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	analysis shall be reviewed by Engineering Services for the determination of streetlight spacing.				
31.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/Building/Public Works	
32.	Trash Enclosures shall comply with Zoning Code and Republic Services, Inc. standards regarding enclosure design, access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures should incorporate the same architectural treatments, materials and colors as the main building in order to properly integrate within the project.	Architectural	Prior to Issuance of Building Permits	Planning/Building	
33.	A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Community Development Director prior to issuance of building permits and/or any installation of landscape materials for projects as identified in RCMC 23.716.020 (Applicability). The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect. Final plans would show exact locations and irrigation for trees, shrubs, and ground cover consistent with plants listed in RCMC 22.180.080.	Landscaping	Prior to Issuance of Building Permits	Planning/Public Works	
34.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval.	Construction	Prior to Issuance of Building Permits	Planning/Building	
35.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on	Construction	Prior to Issuance of Building Permits	Planning/Building	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.				
36.	All new buildings shall be review and approved by Sacramento Metro Fire Department. Water and access must be as per Fire Code for 2013 while the Event Center shall follow all regulations for an A-3 occupancy.	Safety	Prior to Issuance of Building Permits	Metro Fire	
37.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Sacramento Metro Fire Department, prior to any combustible construction or combustible materials storage on site for any phase or sub-phase.	Safety	Prior to Issuance of Building Permits	Metro Fire	
Prior to Certificate of Occupancy					
38.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Infrastructure	Prior to final building inspection of the first unit	Public Works	
39.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public Works Department.	Infrastructure	Prior to final building inspection	Public Works	
40.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction Permits	Planning/Pu blic Works	
41.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to final building inspection of	Planning/Pu blic Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	Certification shall be accomplished by completion of site visits at key installation milestones. Key milestones at a minimum shall include: rough grade, soil amendment verification, Plant material inspection, irrigation coverage test and final installation. Certification shall include signed site observation reports, photographs and documentation verifying implementation of soil report recommendations. Failure to submit complete and accurate documentation to the Planning Department will delay final approval/occupancy of the project.		the first unit		
42.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Landscaping	Prior to final building inspection of the first unit	Planning/ Public Works	

General Information and Compliance Items:

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

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
6. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)

7. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
8. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message “No Dumping – Flows to Creek” or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).
9. Project proponents and/or future successors of interests shall comply with all ‘Water Supply’ provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
10. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

CITY OF RANCHO CORDOVA**CITY COUNCIL RESOLUTION NO. 112-2014****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCE AGREEMENT
WITH D&S DEVELOPMENT, INC. RELATED TO THE PROPOSED HOTEL AND EVENT
CENTER PROJECT AT 11212 POINT EAST DRIVE**

WHEREAS, D&S Development, Inc. ("Developer") proposes to build a new hotel and event center at 11212 Point East Drive in Rancho Cordova in the Convention Overlay District, to include a four-story, 89-room extended stay hotel with an adjacent 6,790 square foot event space ("the proposed project"); and

WHEREAS, the proposed project would bring an estimated 45,000 events guests annually, would yield around \$59,000 annually in transient occupancy tax revenue for the City for the first five years, and would create temporary construction jobs as well as permanent jobs; and

WHEREAS, the Developer has requested financial assistance from the City to help guarantee financing for the proposed project; and

WHEREAS, the City is offering up to \$420,000 toward construction costs of public off-site improvements such as ADA-compliant hardscape and soft scape, sidewalks, curb cuts, gutters, undergrounding of utilities, landscaping, entry median on Point East Drive, and storm water improvements, and such contribution is authorized under Government Code section 40401; and

WHEREAS, the City is offering up to \$580,000 in a fee deferral loan to the Developer to defer certain planning, building, and development fees, to be repaid over twenty (20) years at three percent (3%) interest for the first five (5) years and four percent (4%) interest for the remaining fifteen (15) years; and

WHEREAS, the Developer and the City have been preparing a finance agreement that will allocate the financial responsibilities among the City and the Developer ("Finance Agreement"); and

WHEREAS, the Finance Agreement serves primarily a public purpose and will benefit the public in that:

1. It assists in the construction of off-site infrastructure to be used by the public (ADA-compliant sidewalks, hardscapes, and softscapes, curb, curb cuts and gutters), and particularly by light rail users; and
2. It assists with the undergrounding of overhead utility lines, which prevents the downing of such lines during a strong storm event; and
3. It assists the Developer in obtaining project financing to construct the proposed project, which will increase local jobs, bring tens of thousands of visitors to the City, increase tax revenues, and enhance overall economic growth in the area; and
4. The fee deferral loan to the Developer will be repaid with interest to the City.

WHEREAS, the Finance Agreement is conditioned upon the Developer obtaining project financing and project approvals, including all required permit and design review approvals from the City; and

WHEREAS, such project approval is achieved through a subsequent process and therefore the Finance Agreement does not provide any land use approvals for the proposed project and is not a land use or planning document; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 53083 and has duly considered all written and verbal testimony presented during the hearing.

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

1. **CEQA.** Determines that the Finance Agreement is not a "project" subject to review under the California Environmental Quality Act ("CEQA"), pursuant to 14 Cal. Code Regs. section 15060(c)(2), because:
 - a. It does not facilitate or guarantee any land use entitlements, permits, or design approvals from the City; and
 - b. It will not result in the issuance of any land use entitlement, permit, or other authorization required to commence an activity subject to CEQA; and
 - c. It does not have the potential to cause any direct physical change in the environment or any reasonably foreseeable indirect physical change in the environment; and
 - d. The Developer agrees that the proposed project will be subject to any and all required CEQA review at the appropriate time.
2. **FINANCE AGREEMENT.** Authorizes the City Manager or his designee to execute the Finance Agreement between the City and D&S Development, Inc., substantially in the form attached hereto and as approved by the City Attorney, as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2014 by the following vote:

AYES: Budge, McGarvey, Sander, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: Skoglund.



Dan Skoglund, Mayor

ATTEST:



Mindy Cuppy, MMC, City Clerk

2327217.1

EXHIBIT 1

POINT EAST FINANCE AGREEMENT

This Finance Agreement (the "**Agreement**") is entered into as of this ____ day of _____ 2014, by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation (the "**City**"), and **D&S DEVELOPMENT, INC.**, a California corporation (the "**Developer**"). The City and the Developer are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

1. **Background.** The Developer proposes to build a new hotel and event space at 11212 Point East Drive in Rancho Cordova (the "**Property**"). The proposed development is a four-story, extended stay, 89-room Marriott Towne Place Suites hotel/Hyatt House hotel and a 6,790 square foot event space in a stand-alone building on the site (the "**Project**") as shown on Parcel A in Exhibit B. Annually, an estimated 45,000 guests would attend events at the event space, which would employ one full-time director and eleven part-time workers.

2. **City Participation.** While the hotel could stand alone without any City assistance, the Project as a whole with the event space is only feasible with some financial assistance from the City. This Agreement establishes the terms and conditions under which the City agrees to provide that assistance. The City will invest an amount not to exceed \$420,000.00 in the Project, to go toward the construction of Public Off-Site Improvements (as defined below). The City will also defer fees for the Project through a fee deferral loan in an amount not to exceed \$580,000.00 for twenty (20) years with accrued interest. The Developer will reimburse the City for the full amount of all deferred fees, plus all applicable interest.

3. **Public Purpose and Public Benefit.** Providing new event space and hotel rooms is a priority for Rancho Cordova. The Project would increase the City's event space and hotel rooms, and when combined with the existing event space in the immediate area, make it possible for larger events to come to Rancho Cordova or for existing events to expand. The Project would enhance the City's reputation as a destination for business conferences and cultural events. The Project is located in the Convention Overlay Zoning District (the "**District**"). The District was established to provide for the development of a convention center with related and supporting uses. The District is intended to be a special place in the City that is entertaining, vibrant, and inviting to tourists, visitors and residents alike. The Project would be directly across the street from the Sunrise Light Rail Station, which is utilized by residents and visitors. There is a strong need to make sure all of the infrastructure in that area is ADA compliant for those who take light rail and for those who drive to this location. There are four existing hotels in the immediate vicinity and visitors to those hotels will also benefit from the improved infrastructure on this corner property. Additionally, the Project would provide the City with an ongoing source of transient occupancy tax revenue. Also, more hotel guests equates to more tax revenue generated in retail establishments in the City. The Project would also provide job opportunities in the City at a range of different skill levels. The Project would be a catalyst for nearby commercial development and attract positive attention to the City from throughout the region, significant benefits that primarily benefit the public..

4. **Required Entitlements and Environmental Review.** The Property is located within the District, which permits this Project, subject to Design Review and permit approvals by the City. The City determined that approval of this Agreement is not a "project" subject to the California Environmental Quality Act ("**CEQA**"), as no permit or design review applications have been received for this Project and because the Agreement does not commit the City to implement any activity for project approval subject to CEQA. This Agreement is conditioned upon the Project receiving required entitlements, permits, and project approvals from the City,

however, it does not facilitate or in any way guarantee such approvals. The approval of this Agreement will not cause any direct, or any reasonably foreseeable indirect, physical environmental impact. The approval of this Agreement will not result in the issuance of any entitlement, permit, or other authorization required to commence an activity for project approval subject to CEQA. Because this Agreement does not amount to a project, it is exempt from CEQA review under 14 Cal. Code. Regs. section 15060(c)(2). The Developer agrees that the Project will be subject to applicable CEQA review at a future date, when a City decision on the Project has the potential to cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

NOW, THEREFORE, in consideration for mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in fully defined terms. Capitalized terms shall have the meaning set forth in Section 6.
2. **Description of Property.** The property which is the subject of this Agreement is described in Exhibit A and depicted as Parcel A in **Exhibit B** attached hereto, and is hereinafter referred to as the "**Property**."
3. **Effective Date.** The effective date of this Agreement is _____, 2014, which is the effective date of City Resolution 112-2014, adopting this Agreement.
4. **Term.** Upon execution, the term of this Agreement shall commence on the effective date of this Agreement and extend until the Parties have satisfied their obligations under this Agreement, including the Developer's fee deferral repayment to the City and the off-site participation/capital contribution, unless this Agreement is mutually modified in writing, terminated, or extended by circumstances as set forth herein. Following satisfaction of the Developer's fee deferral repayment, this Agreement shall be terminated and of no further force and effect, unless a provision herein establishes otherwise. Said termination of this Agreement shall not affect any right or duty created by the City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.
5. **Scope of Agreement.** This Agreement is a financing document, not a land use or planning document. This Agreement is not, and shall not be, considered an approval of land use entitlements or approval of the structural or aesthetic design of the Project. The City shall diligently process the Developer's applications for all City permits. This Agreement does not commit the City in advance to approve the City permits; and this Agreement does not constrain the City's discretion, acting as a government, with respect to the City permits specifically or any related environmental review. This Agreement is conditioned on, and subject to, full and complete CEQA review of the Project by the City. The Developer agrees that the Project will be subject to applicable CEQA review at a future date, when a City decision on the Project has the potential to cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Furthermore, this Agreement is conditioned on the City's discretionary approval of the Project following full and complete CEQA review of the Project. Nothing herein shall bind or commit the City to any specific findings or conclusions regarding the environmental impacts of the Project or any mitigation measures for the Project. Nor shall anything here in prohibit, restrain, or restrict the City's exercise of discretion in considering approvals for the Project, including the discretion to impose conditions or mitigation measures on the Project, to require changes to the Project, to approve an alternative to the Project, or to deny the Project altogether. No exercise of the City's discretion regarding findings

or conclusions under CEQA, the imposition of conditions or mitigation measures, the approval of a modified Project or an alternative to the Project, or the City's denial of the Project shall be considered a breach of this Agreement. However, should the City deny the Project, this Agreement shall become null and void and none of the requirements of this Agreement shall be binding on either Party.

6. Definitions

6.1 Certificate of Occupancy. Means City approval to open any portion of the Project to the public. If multiple Certificates of Occupancy are required, Certificate of Occupancy, as used and defined in this Agreement, means the first Certificate of Occupancy issued by the City.

6.2 City's Capital Contribution. Means a capital contribution from the City to the Developer in an amount up to \$420,000.00 to directly support the viability of the Project and to be used for construction of Public Off-Site Improvements, as set forth in Sections 6.12 and 7.1 of this Agreement.

6.3 Contamination. Means any Hazardous Materials at, on, in, beneath or from the Property.

6.4 Environmental Response Actions. Means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, State or Federal governmental or private party claims, including any claims by the Developer or the City.

6.5 Environmental Response Costs. Means any and all costs associated with Environmental Response Actions, including, without limitation, any and all fines, penalties and damages.

6.6 Fee Deferral Loan. Means that up to \$580,000 worth of qualifying fees will be deferred by the City, and the Developer will repay all such fees with interest as described herein.

6.7 Final Appraised Value. Means the appraised value of the Property described herein as determined in order for the Developer to obtain Project Financing.

6.8 Full Payoff Amount. Means the total amount the Developer is obligated to pay the City under this Agreement. The Full Payoff Amount includes repayment of the Fee Deferral Loan amounts, plus any applicable interest.

6.9 Hazardous Materials. Means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other term comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, Federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

6.10 Improvements. Means the development and construction of the Project on the Property, and the development and construction of all public and private improvements required by this Agreement, State law, City ordinances, and any conditions of approval for the Project.

6.11 Indemnitees. Means the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns.

6.12 Off-site Improvements or Public Off-site Improvements. Means the demolition of existing non-ADA compliant hardscape and softscape and installation of public infrastructure to include: ADA accessible sidewalks with curb cuts, gutters, under grounding of utilities, landscaping, an entry median on Point East Dr. north of Folsom Boulevard, and storm water improvements located within the public right-of-way.

6.13 Permitted Exceptions. Means the conditions, liens, encumbrances, restrictions and exceptions that may remain on any property conveyed to the City by the Developer, after conveyance, if approved by the Developer in writing.

6.14 Project. Means the approximately 89-room hotel and 6,790 square-foot event space, and related improvements, as described in this Agreement's Recitals and to be located on Parcel A in Exhibit B.

6.15 Project Approval. Means any and all required City permits, entitlements, environmental and design reviews have been granted to the Developer by the City and all government agencies, enabling the Project to commence construction, and the applicable statutes of limitations to challenge such approvals have expired without litigation being initiated.

6.16 Project Financing. Means the contractual commitment of one or more lenders to provide the Developer with the total amount of financing needed to fully pay the expected costs to construct and implement the Project, up to and including the issuance of the Certificate of Occupancy, exclusive of the City and the Developer Capital Contributions.

6.17 Qualifying Fees. Means the total amount of fees that qualify for the Fee Deferral Loan. Such fees exclusively include: Building and Safety Processing Fees, Community Facilities Impact Fees, Housing Trust Development Impact Fees, Transportation Impact Fees, and Planning Processing Fees comprised of Parking Adjustment Fee, Major Design Review Fee and Conditional Use Permit Fee.

6.18 Security Property. Means the property, which is the subject of the deed of trust in Exhibit __, which shall be executed by the Developer for the benefit of the City as security for the fee deferral loan payments due under this Agreement.

6.19 Term Sheet. Means the documentation from potential lenders that Project Financing is available to the Developer upon satisfaction of the conditions set forth in the Term Sheet.

7. Parties' Obligations

7.1 City's Capital Contribution. The City shall make its Capital Contribution, on a reimbursement basis, after approval of this Agreement and after the Developer obtains Project Approval and Project Financing. The Developer shall submit invoices to the City for actual costs incurred for Public Off-Site Improvements and the City shall pay such invoices within forty-five (45) days of receipt.

a. Payment. The City will pay an amount up to \$420,000 toward costs associated with constructing Public Off-Site Improvements.

b. Accounting Certification and Payment Disbursement. The deadline for the City to disburse the payment shall be forty-five (45) days after the date of invoice receipt, in a form approved by the City, that it has incurred costs for the Public Off-Site Improvements. Unless the evidence before the City's Finance Director indicates otherwise, the

EXHIBIT 1

City's Finance Director shall certify the City's Capital Contributions are being utilized for the sole purpose of construction of Public Off-Site Improvements. The City's Finance Director shall not make the required certification and shall withhold any scheduled disbursement of the City funds if evidence indicates the City's Capital Contributions are being used for anything other than for the sole purpose agreed upon herein.

c. **Fee Deferral Loan.** The total amount of Qualifying Fees owed by the Developer prior to the issuance of a building permit is currently estimated to be approximately \$578,133. The total Qualifying Fees due will be determined prior to issuance of a building permit, based upon the precise building size, building type, and fee requirements then in effect. The City will issue the Fee Deferral Loan in an amount not to exceed \$580,000 when Qualifying Fees become due. The Developer shall pay the remaining balance of all fees due prior to receiving building permits. The Developer shall repay the Fee Deferral Loan pursuant to the terms set forth in Section 7.2 of this Agreement, and according to the terms set forth in Exhibit C.

d. **City Cooperation.** The City agrees to cooperate with all reasonable requests from the Developer to provide the documentation required to complete a sale or refinancing of the Project. If the requested documentation takes more than five (5) hours to prepare, the Developer shall reimburse the City for any staff (including contract staff and attorneys) time spent after the initial five (5) hours and for any other costs incurred by the City in response to the Developer's request. The Developer reimbursement to the City under this provision shall be calculated consistent with the City's cost-recovery rates in effect at the time of the Developer's request for documentation.

7.2 **Developer's Obligations.**

a. **Obtain Project Approval and Project Financing.** The Developer shall make a good faith effort to secure Project Financing, and to obtain all required permits, entitlements and approvals for the Project without unnecessary delay.

b. **Term Sheets.** The Developer shall obtain a Term Sheet demonstrating the availability of Project Financing. The Developer shall present the Term Sheet to the City's Finance Director prior to the City's payment of the Capital Contribution. The City is not obligated to make any payments until the Developer has submitted proof that it has obtained a Term Sheet for Project Financing.

c. **Reporting and Accounting Requirements.** The Developer shall keep an accounting of its expenditure of the City's Capital Contributions.

d. **Developer's Capital Contribution.** The Developer shall provide all other capital as needed to fully fund the Project, other than the City's Capital Contribution. The Developer will use the Developer's Capital Contribution and the City's agreement to make a Capital Contribution to secure financing and will perform all actions required to complete and operate the Project. The loan approval documents shall demonstrate that the Developer is obligated to expend the Developer's Capital Contribution in its entirety on implementation of the Project prior to the disbursement of any funds from the Project Financing. The Developer shall retain sole possession and control of all confidential loan documents; however, the Developer shall provide the City staff access to review all loan documents.

e. **Project Financing.** The Developer is responsible for securing Project Financing for the remainder of the Project cost (the cost minus the City Capital Contribution, Fee Deferral Loan and the Developer's Capital Contributions). The Developer shall submit documentation demonstrating that the Developer has secured Project Financing

EXHIBIT 1

within twelve (12) months of the effective date of this Agreement. Each of the Developer entities which are signatories to this Agreement agrees to repay in full the sum borrowed and to remain in compliance at all times with the terms of the Project Financing; the Developer signatories to this Agreement agree that they will not claim or assert that the creation of any partnership, limited liability company, corporation or other legal entity, or the sole transfer of ownership on the property or the Project, in any way limits such obligations and potential liabilities.

f. **Fee Deferral Loan Repayment.** The Fee Deferral Loan shall be issued by the City to the Developer after Developer obtains Project Approval and Project Financing and prior to issuance of a building permit. The Developer shall repay the Fee Deferral Loan plus three percent (3 %) interest amortized annually for five (5) years from the date of the issuance of the Fee Deferral Loan. The Developer shall repay the Fee Deferral Loan plus four percent (4%) interest amortized annually following the fifth (5th) year from the date of the issuance of the Fee Deferral Loan, until the Fee Deferral Loan is Fully repaid which shall not exceed twenty (20) years. There is no penalty for paying off the loan earlier than twenty (20) years. Interest accrual will begin from the date of the issuance of the Fee Deferral Loan and the first payment shall be due six (6) months from the date of the issuance of the Certificate of Occupancy. Monthly payments will be made in accordance with loan repayment terms set forth in the Promissory Note attached as Exhibit C to this Agreement.

i. **Refinancing by Developer.** If refinancing on the project or property results in the Developer receiving a loan amount sufficient to retire the balance of the City's Fee Deferral Loan owed by the Developer, then Developer shall fully repay the loan amount to the City, plus all interest, within sixty (60) days. If refinancing on the project or property does not result in the above scenario, then the City agrees to remain in the subordinated position.

g. **Consistency.** The Developer shall ensure that the loan documents for the Project Financing are consistent with this Agreement.

h. **Promissory Note and Deed of Trust.** The Developer shall execute (i) a Promissory Note substantially in the form attached as Exhibit C to this Agreement to evidence the amount due to the City; and (ii) a Deed of Trust, substantially in the form attached as Exhibit D for the benefit of the City as security for the loan payments due under this Agreement. The City agrees to subordinate the Deed of Trust to the construction lender, permanent lender and any other financing requested by the Developer in writing.

i. **Project Construction.** The Developer shall construct the Project consistent with any approved design review, building permit conditions, and this Agreement, and shall take all necessary steps to obtain a Certificate of Occupancy without unreasonable delay. The economic development subsidy of up to \$420,000 for Public Off-Site Infrastructure shall be available from April 2015 until April 2017, with construction estimated to begin in Spring 2016, contingent on future Project Approval and environmental review.

j. **Notification of General Contractors, Architects, and Engineers.** The Developer shall have the responsibility of notifying the Project contractors, architects, and engineers of the requirements of this Agreement and the Project Approvals. The Developer shall include, when applicable, the provisions of this Agreement and the Project Approvals in construction contracts and subcontracts for the Project, and the Developer shall undertake the enforcement of such provisions.

k. **Reporting and Accounting Requirements.** The Developer shall keep an accounting of its expenditure of the City's Capital Contributions.

7.3 Failure to Satisfy Obligations. The City shall have the right to terminate this Agreement if the Developer is unable to demonstrate that the Developer has obtained Project Financing and Project Approval to the City's satisfaction as required by Section 7.2. In the event the Developer is unable to secure Project Financing and Project Approval and City terminates this Agreement, the City shall not make any Capital Contribution or Fee Deferral Loan to the Developer. If the Developer fails to meet obligations required after receipt of the City's Capital Contribution and Project Approvals, the City shall not transfer the security property to the Developer.

8. General Remedies During Development.

8.1 Defaults and Opportunity to Cure. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of a default, the injured Party shall give written notice to the Party in default specifying the default complained of by the injured Party. The Party who receives a notice of default must commence to cure, correct or remedy such default upon written notification by the other Party, and shall complete such cure, correction or remedy within thirty (30) days of receipt of the notice of default. Except as required to protect against further damages, and except as otherwise expressly provided in Sections 8.2 and 8.3, the nondefaulting Party may not institute proceedings against the Party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default or of any such rights or remedies, nor shall it deprive the nondefaulting Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies under this Agreement.

8.2 Termination by the City. Any of the following shall constitute a breach, or default under the terms, of this Agreement by the Developer:

- a. The Developer transfers, assigns or attempts to transfer or assign this Agreement or any rights herein, the Project, or in the Property or the buildings and the Improvements, in violation of the terms of this Agreement;
- b. There is a change in the ownership or identity of the Developer or the parties in control of the Developer, the Property, the Project, or the degree thereof, contrary to the provisions of this Agreement;
- c. The Developer fails to submit to the City any documents, financial reports, plans, and drawings required by this Agreement;
- d. Developer is in breach or default with respect to any other obligation of the Developer under this Agreement or the Project Approvals;

If the Developer is in default and fails to cure as provided in Section 8.1, then this Agreement, and any rights of the Developer or any assignee or transferee to this Agreement pertaining thereto or arising therefrom with respect to the City, may, at the option of the City, be terminated by the City by written notice thereof to the Developer.

8.3 Specific Performance. If the Developer or the City defaults under any of the provisions of this Agreement, the nondefaulting Party shall serve written notice of such default upon the defaulting Party as provided in Section 8.1. If the default is not commenced to be cured as provided in Section 8.1, the nondefaulting Party, at its option, may institute an

action for specific performance of the terms of this Agreement, in addition to any other rights provided a nondefaulting Party as provided in the Agreement.

9. Insurance Requirements. Before beginning any work under this Agreement, the Developer, 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 Developer and its agents, representatives, employees, and subcontractors. The Developer shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects to the City. The Developer shall maintain the insurance policies required by this Section throughout the term of this Agreement. Developer shall not allow any subcontractor to commence work on any subcontract until the Developer has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. The Developer shall maintain all required insurance listed herein for the duration of this Agreement.

9.1 Workers' Compensation. The Developer 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 the Developer. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000) per accident. In the alternative, the Developer 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 City Attorney. The insurer, if insurance is provided, or the Developer, 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. The Developer shall notify the City within fourteen (14) days of notification from the Developer's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that the Developer does not have any employees.

9.2 Commercial General and Automobile Liability Insurance.

a. General requirements. The Developer, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than Five Million Dollars (\$5,000,000), and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000). The commercial general liability and automobile liability insurance shall be 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.

b. Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

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

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

(iii) 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.

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

(v) 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. The Developer shall notify the City within fourteen (14) days of notification from the Developer's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

9.3 All Policies Requirements.

a. 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.

b. Verification of Coverage. Prior to beginning any work under this Agreement, the Developer shall furnish the 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.

c. Subcontractors. The Developer 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.

d. **Deductibles and Self-Insured Retentions.** The Developer shall disclose to and obtain the approval of the 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 the City's Risk Manager, the Developer may increase such deductibles or self-insured retentions with respect to the City, its officers, employees, agents, and volunteers. The City's Risk Manager may condition approval of an increase in deductible or self-insured retention levels with a requirement that Developer 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.

e. **Waiver of Subrogation.** The Developer hereby agrees to waive subrogation which any insurer or contractor may require from a vendor by virtue of the payment of any loss. The Developer agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Developer, its employees, agents, and subcontractors.

f. **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, the Developer shall provide written notice to the City at the Developer's earliest possible opportunity, and in no case later than five (5) days after the Developer is notified of the change in coverage.

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

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

(ii) Order the Developer to stop work under this Agreement or withhold any payment that becomes due to the Developer hereunder, or both stop work and withhold any payment, until the Developer demonstrates compliance with the requirements hereof; and/or

(iii) Terminate this Agreement.

10. **Hazardous Material Indemnity, Hold Harmless, Waiver**

10.1 **Developer Indemnity.** The Developer agrees, from and after the date of conveyance of any property as security under this Agreement, to defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, expenses, Environmental Response Costs or costs of any kind or nature whatsoever, together with fees (including without limitation reasonable attorneys' fees and experts' and consultants' fees), whenever arising, unless caused in whole or in part by the negligence of any of the Indemnitees, resulting from or in connection with the occupancy or use of such property, or the Developer's performance or non-performance under or with respect to this Agreement or the actual or claimed generation, storage, handling, transportation, use, presence, placement,

migration and/or release of Hazardous Materials at, on, in, beneath or from such property (collectively referred to as "**Contamination**"). The Developer's defense, indemnification, protection and hold harmless obligations herein shall include without limitation the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Developer's sole cost. If the Developer discovers Contamination or other materials subject to legal requirements or corrective action, the Developer shall immediately notify the City of the same.

10.2 Release and Waiver. The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials at, on, in, beneath or from the Property, unless the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees. If the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees after the close of escrow for the Phase One Property, the provisions of this paragraph shall not apply. The Developer hereby acknowledges that the aforementioned release includes Hazardous Material claims that the Developer does not know or suspect to exist as of the date hereof, and with respect to such Hazardous Materials claims or causes of action, the Developer affirmatively waives and relinquishes any right or benefit, to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section 10.2, the Developer further waives all such rights and benefits that the Developer may have under California law or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to claim that a general release does not extend to claims which the Developer does not know or suspect to exist in its favor at the time of executing the release, which if known by it would have materially affected its agreement with the City.

11. General Provisions

11.1 Contribution Limit. This Agreement does not obligate or authorize the City to make any additional capital contributions to the Project other than those specifically enumerated herein. This provision applies to all City Capital Contributions required in this Agreement.

11.2 Standard of Performance. The Developer 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 the Developer is engaged in the geographical area in which the Developer practices its profession. The Developer 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 the Developer's profession.

11.3 Compliance with Laws. The Developer shall carry out and shall cause its contractors to carry out all construction and rehabilitation work related to the Project in conformity with all applicable Federal, State and local laws, rules, ordinances and regulations, including without limitation all applicable Federal and State labor standards. Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, the Developer shall at its own expense secure any and all certifications and permits which may be required by any governmental agency having jurisdiction over such construction, development or work. The Developer shall permit only persons or entities duly licensed in the State of California and County of Sacramento, as applicable, to perform work on or for the Project.

EXHIBIT 1

11.4 Prevailing Wage. The Developer will comply with prevailing wage requirements. To the full extent required by all applicable state and federal laws, rules and regulations, if any, the Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.* and the regulations adopted pursuant thereto ("Prevailing Wage Laws"), and shall be responsible for carrying out the requirements of such provisions. If required by California law or City policy, Developer shall submit to City a plan for monitoring payment of prevailing wages, including those for all Public Off-Site Infrastructure completed with City's Capital Contribution, and shall implement such plan at Developer's expense.

a. Prevailing wage indemnification. The Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of the Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against the Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the Developer's deposit with the City of any of the insurance policies described in this Agreement. The provisions of this Section of this Agreement shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project, and shall be assumed by any successor to the Developer's interest in this Agreement. The Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent they arise from the willful misconduct of one or more of the Indemnitees.

11.5 Public Safety Protections. Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Property or Developer's activities in connection with the Property, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

11.6 Public Improvements. The Developer shall, at the Developer's expense as a Project cost, undertake and complete all modifications, construction, relocation, installation or improvement of public facilities, improvements and utilities required for the development of the Property, unless otherwise set forth herein.

11.7 Access to the Property. The Developer shall permit the City representatives access, without charge, to the entire Property at any time and for any purpose which the City reasonably considers necessary to carry out its obligations and protect its interests under the Agreement. Purposes for the City entry may include, without limitation, inspection of all work being performed in connection with the construction and operation of the Project.

11.8 Project Signs. If the Developer places a sign on the Property during construction stating the names of the Project participants, it shall also name "City of Rancho Cordova" as a participant in the Project. The City name on the sign shall be in letters not less than the size of letters used to name any of the other participants. Permanent Project signage will be addressed during the Design Review process.

11.9 Notification of General Contractors, Architects and Engineers. The Developer shall assure that the Project contractors, architects and engineers for the Project have notice of the requirements of this Agreement. The Developer shall include, when applicable, the provisions of this Agreement in construction contracts and subcontracts for the Project, and the Developer shall undertake the enforcement of such provisions.

11.10 Successors and Assigns. At any time during the term of this Agreement, the Developer shall have the right to sell, assign, or transfer the Property or any portion thereof without the prior consent of the City, subject to the limitations in this Agreement.

a. Conditions for Assignment to Subsequent Landowner. A subsequent landowner shall not be eligible to apply for, receive, or exercise any rights under this Agreement, and the Developer shall remain obligated to perform all of the terms and conditions of this Agreement following said sale, assignment or transfer, unless and until all of the following conditions have been satisfied:

(i) Delivery of Documents to City Clerk. The subsequent landowner to which all or any portion of the Property has been sold, transferred or assigned delivers to the City Clerk the following documents:

(1) An express written agreement, in recordable form and approved as to form by the City Attorney, in which the subsequent landowner agrees to contractually assume and be bound by all of the obligations of the Developer under this Agreement with respect to the Property, or portions thereof, which is sold, assigned or transferred by the Developer to the subsequent landowner, including any fees owed to the City relating to planning, building or occupancy permits, inspections, or approvals;

(2) A true copy of the recorded deed under which the Developer conveyed its interest in all or a portion of the Property to the subsequent landowner; and

(3) A designation of the name and address to which future notices to the subsequent landowner may be given as provided in Section 11.22 of this Agreement.

(ii) Assumption Agreement. If the sale, assignment or transfer involves less than the whole of the Property, the Developer and subsequent landowner shall include in the assumption agreement provisions indicating who assumes the obligations under this Agreement.

11.11 Parties in Interest/No third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

11.12 Indemnification from Construction, Improvement, Operation and Maintenance Claims. The Developer agrees to indemnify, defend (with counsel selected by the City) and hold harmless the City and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for

any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of the Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, unless caused in whole or in part by the willful misconduct of the City, and or anybody acting on behalf of the City. The provisions of this Section shall survive the termination of this Agreement.

11.13 Construction and Maintenance Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of the Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project.

11.14 Licenses and Permits. The Developer represents and warrants to the City that the Developer and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions. The Developer represents and warrants to the City that the Developer and its employees, agents and 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, the Developer and any subcontractors shall obtain and maintain valid business licenses from the City during the term of this Agreement.

11.15 Nondiscrimination and Equal Opportunity. The Developer 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 Developer under this Agreement. The Developer 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 the Developer thereby.

11.16 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that 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.

11.17 Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. The prevailing party in any legal action brought by either Party for breach of this Agreement or to enforce any provisions herein is entitled to reasonable attorneys' fees, court costs, and other such costs as may be fixed by the court.

11.18 Amendments. No modification or amendment of this Agreement is effective unless approved by the Rancho Cordova City Council, made in writing, and signed by both the City and the Developer.

11.19 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the City and the Developer.

11.20 Waiver. Waiver of or non-enforcement of any provision of this Agreement does not waive the right to enforce any other provision or constitute a continuing waiver.

11.21 Time is of the Essence. The Parties agree that time is of the essence in the performance of the terms and conditions of this Agreement.

11.22 Notices. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City of Rancho Cordova
Finance Director
Copy: City Attorney
2729 Prospect Park Drive
Rancho Cordova, California 95670

Notice required to be given to the Developer shall be addressed as follows:

XXXX, President
D&S Development, Inc.
XXXXX
XXXX

11.23 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, that if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

11.24 Counterparts. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 20 pages and four (4) exhibits, which constitute the entire understanding and Agreement of the Parties.

11.25 Recordation. Upon execution, this Agreement shall be recorded with the Sacramento County Recorder.

11.26 Nonliability of City Officials and Employees. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

11.27 Corporate Citizen. The City encourages the Developer to participate in civic activities sponsored by the City. The City urges the Developer to become involved with local civic organizations and to actively participate in community activities.

CITY OF RANCHO CORDOVA, a California
California
municipal corporation

D&S DEVELOPMENT, INC., a
corporation

By: _____

Name: Brian Nakamura

Its: City Manager

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

Attest:

:

Mindy Cuppy, City Clerk

Approved as to Form:

Adam Lindgren, City Attorney

Exhibit List:

EXHIBIT A: Property Description

EXHIBIT B: Site Map

EXHIBIT C: Fee Deferral Loan Promissory Note

EXHIBIT D: Deed of Trust

EXHIBIT A
Property Description



**EXHIBIT B
Site Map**



EXHIBIT C
Fee Deferral Loan Promissory Note

DRAFT

EXHIBIT D
Deed of Trust

2328608.1

[Faint, large, diagonal watermark text reading "DRAFT" is visible across the center of the page.]

AGENDA ITEM 10.2



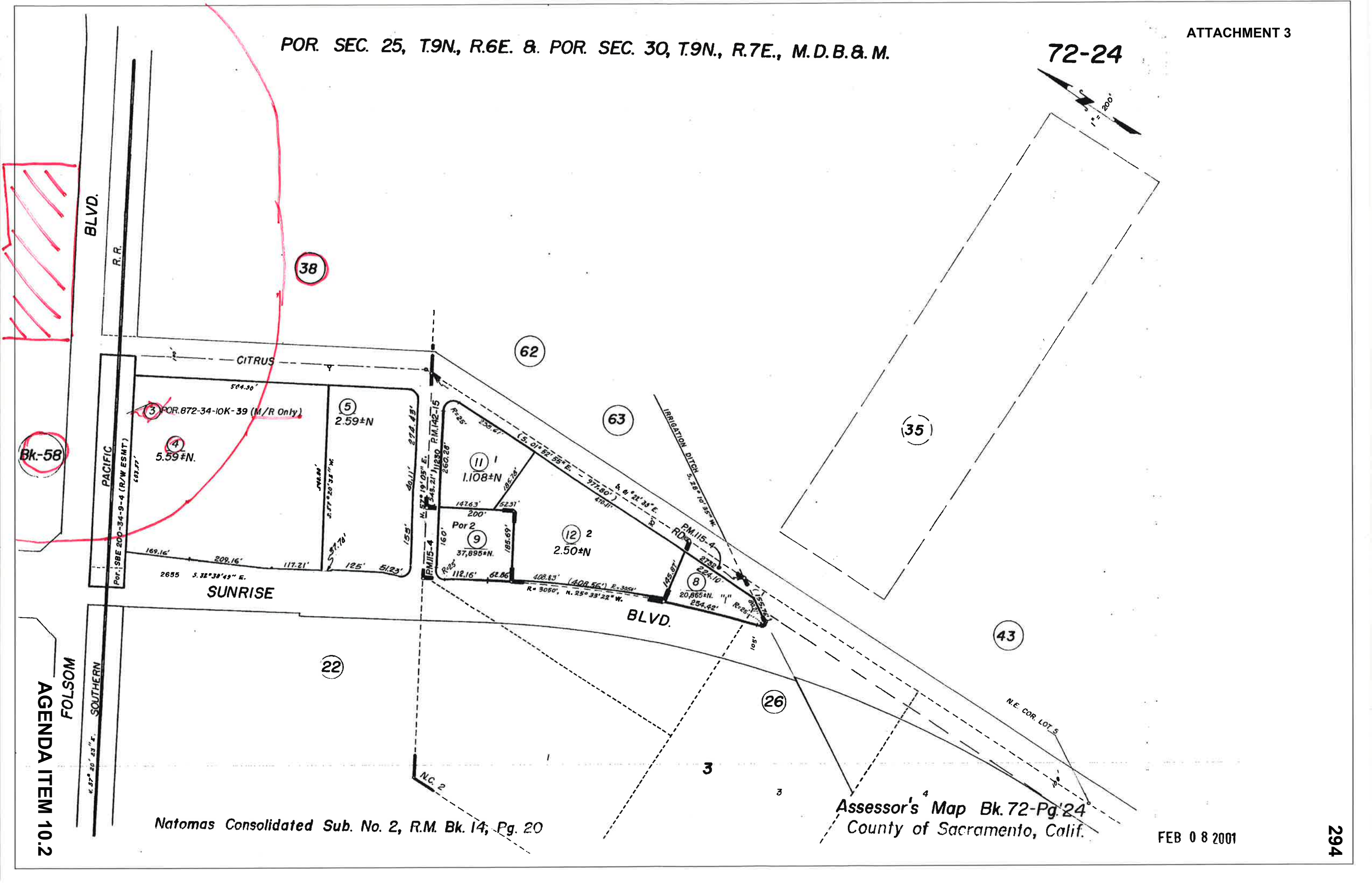
Official Survey Bk. 22, Pg. 16 (7-20-64)
Point East Commerce Center, P.M. Bk. 67, Pg. 13 (10-15-81)

Bk. 72

Assessor's Map Bk. 58, Pg. 27
County of Sacramento, California

POR. SEC. 25, T.9N., R.6E. & POR. SEC. 30, T.9N., R.7E., M.D.B.&M.

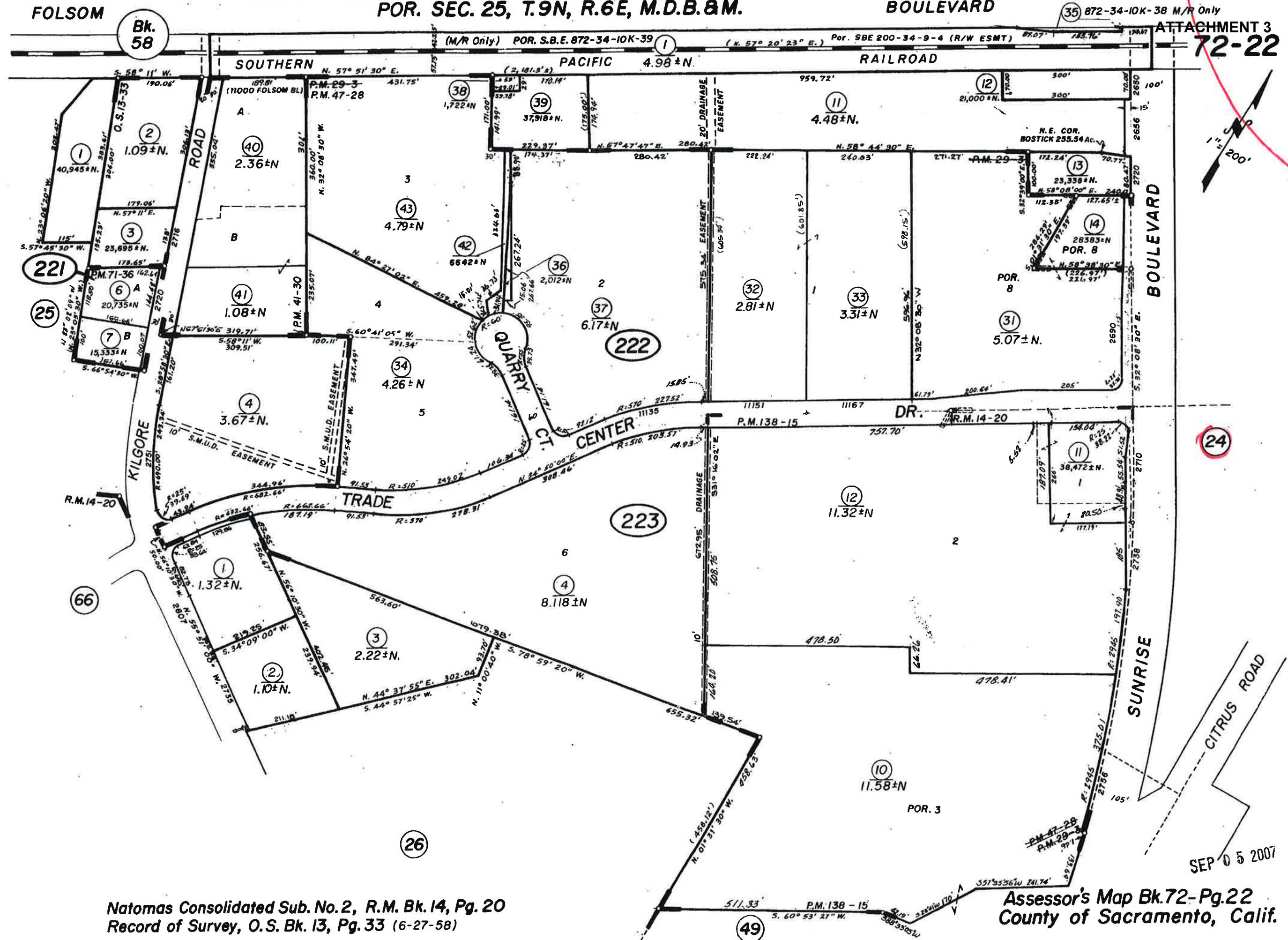
72-24



Natomas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20

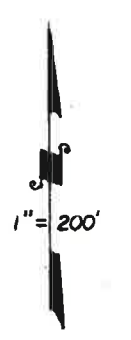
Assessor's Map Bk. 72-Pg. 24
County of Sacramento, Calif.

FEB 08 2001



Natomas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20
Record of Survey, O.S. Bk. 13, Pg. 33 (6-27-58)

Assessor's Map Bk. 72-Pg. 22
County of Sacramento, Calif.



AGENDA ITEM 10.2

Por. Parcel Map Bk. 41, Pg. 21
Record of Survey, O.S. Bk. 44, Pg. 20 (9-1-88)

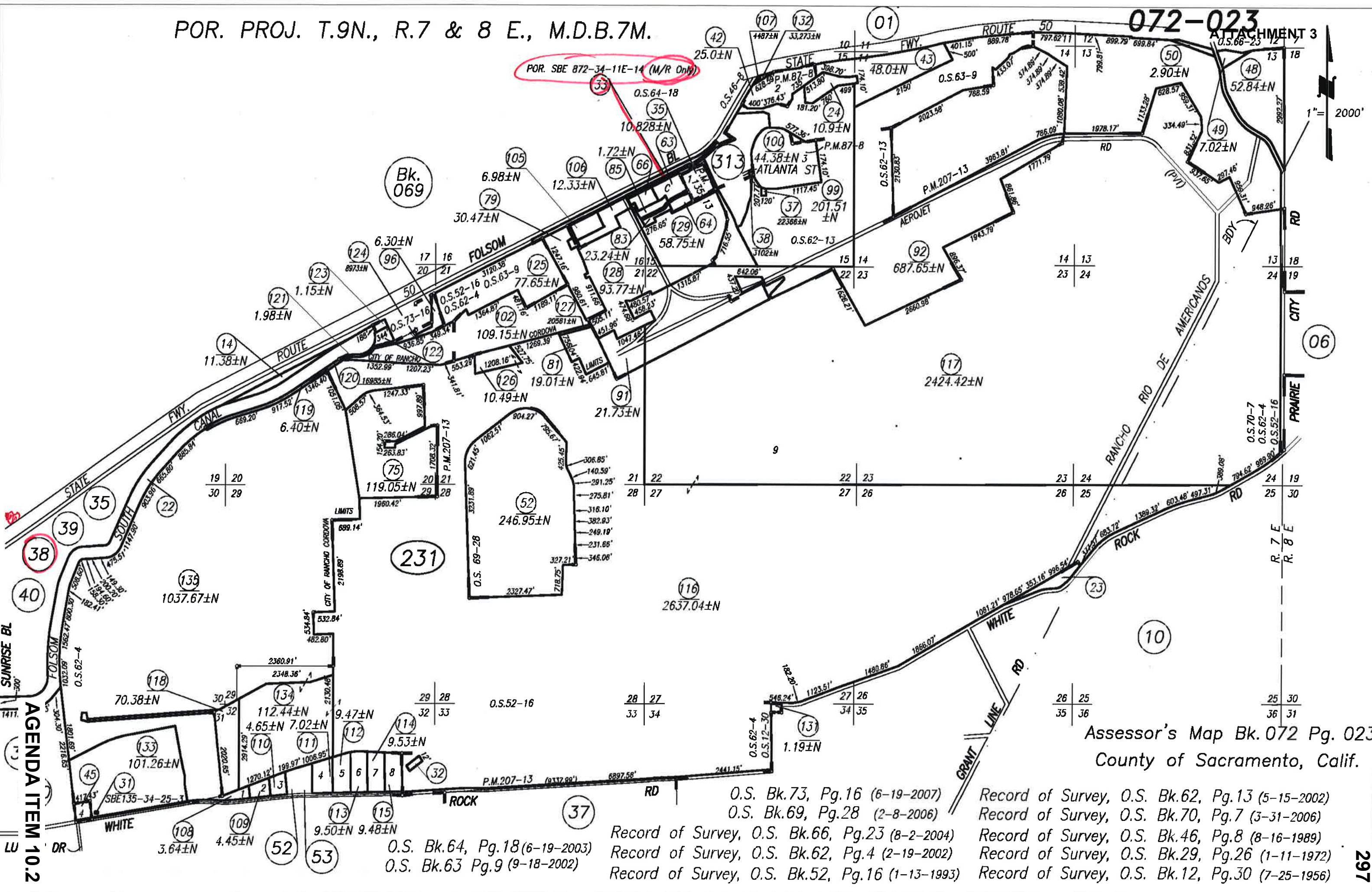
FOR M/R SEE 072-350-0980

Assessor's Map Bk. 72, Pg. 38
County of Sacramento, Calif.

POR. PROJ. T.9N., R.7 & 8 E., M.D.B.7M.

072-023

ATTACHMENT 3



Assessor's Map Bk. 072 Pg. 023
County of Sacramento, Calif.

- O.S. Bk. 73, Pg. 16 (6-19-2007)
- O.S. Bk. 69, Pg. 28 (2-8-2006)
- Record of Survey, O.S. Bk. 66, Pg. 23 (8-2-2004)
- Record of Survey, O.S. Bk. 62, Pg. 4 (2-19-2002)
- Record of Survey, O.S. Bk. 52, Pg. 16 (1-13-1993)
- Record of Survey, O.S. Bk. 62, Pg. 13 (5-15-2002)
- Record of Survey, O.S. Bk. 70, Pg. 7 (3-31-2006)
- Record of Survey, O.S. Bk. 46, Pg. 8 (8-16-1989)
- Record of Survey, O.S. Bk. 29, Pg. 26 (1-11-1972)
- Record of Survey, O.S. Bk. 12, Pg. 30 (7-25-1956)

AGENDA ITEM 10.2



Figure 1

Parcels within 500ft of Project Site

058 0270 024 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 029 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 030 0000
Rancho Investments Inc
220 Harding Blvd
Roseville, CA 95678

058 0270 031 0000
Ramesh Pitamber
5151 Weston Way
Granite Bay, CA 95746

058 0270 035 0000
Fadi Rashed
6005 Via Alicante
Granite Bay, CA 95746

058 0270 041 0000
Raymonde
3942 Oak Hurst Cir
Fair Oaks, CA 95628

058 0270 045 0000
Sun & Dae Chung
3012 Woodroe Ct
Hayward, CA 94541

058 0270 049 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 050 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 051 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 053 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 057 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 060 0000
D & S Development Inc
1011 10th St #A
Sacramento, CA 95814

058 0270 061 0000
Capital City Development Incorporated
1011 10th St #A
Sacramento, CA 95814

072 0240 003 0000
Sac-Plcrvle Transportation Corr Joint Po
Po Box 2110
Sacramento, CA 95812

072 0240 004 0000
Sacramento Regional Transit District
Po Box 2110
Sacramento, CA 95812

072 0380 004 0000
Wayside Lumber Incorporated
11277 Trade Center Dr
Rancho Cordova, CA 95742

072 0380 005 0000
Sunrise Trade Center Storage LLC
508 Natoma St
Folsom, CA 95630

072 0380 037 0000
Fjm Sunrise Associates LLC
11230 Gold Express Dr
Gold River, CA 95670

072 0380 038 0000
Go LP
10057 Mills Station Rd
Sacramento, CA 95827

PITAMBER RAMESH
5151 WESTON WAY
GRANITE BAY, CA 95746

RASHED FADI
6005 VIA ALICANTE
GRANITE BAY, CA 95746

HV-HOUSTON DEVELOPMENT INC
433 CALIFORNIA ST 7TH
SAN FRANCISCO, CA 94104

ESH/ESA PROPS LLC(ESH HOSPITALITY
LLC)
PO BOX 49550
CHARLOTTE, NC 28277

HV-HOUSTON DEVELOPMENT INC
433 CALIFORNIA ST 7TH
SAN FRANCISCO, CA 94104

HV-HOUSTON DEVELOPMENT INC
433 CALIFORNIA ST 7TH
SAN FRANCISCO, CA 94104

HV-HOUSTON DEVELOPMENT INC
433 CALIFORNIA ST 7TH
SAN FRANCISCO, CA 94104

RANCHO INVESTMENTS INC
220 HARDING BLVD
ROSEVILLE, CA 95678

CHUNG SUN M
3012 WOODRAE CT
HAYWARD, CA 94541

GAMBOA FAMILY TRUST
5630 GRAZING HILL RD
SHINGLE SPRING, CA 95682

SUBURBAN PROPANE L P
PO BOX 206
WHIPPANY, NJ 07981

RAYMONDE/GLORIA M ANTHONY
TRUST B
3942 OAK HURST CIR
FAIR OAKS, CA 95628

SOUTHERN PACIFIC TRANSPORTN CO
1400 DOUGLAS ST 1640
OMAHA, NE 68179

SAC-PLCRVLE TRANSPORTATION CORR
JOINT POWERS AUTHO
PO BOX 2110
SACRAMENTO, CA 95812

SACRAMENTO REGIONAL TRANSIT
DISTRICT
11164 FOLSOM BLVD
RANCHO CORDOVA, CA 95742

SAC-PLCRVLE TRANSPORTATION CORR
JOINT POWERS AUTHO
PO BOX 2110
SACRAMENTO, CA 95812

TRADE CENTER EIGHT LP
PO BOX 1188
ROSEVILLE, CA 95678

FJM SUNRISE ASSOCIATES LLC
11230 GOLD EXPRESS DR
GOLD RIVER, CA 95670

WAYSIDE LUMBER INCORPORATED
11277 TRADE CENTER DR
RANCHO CORDOVA, CA 95742

SUNRISE TRADE CENTER STORAGE LLC
508 NATOMA ST
FOLSOM, CA 95630

ATTACHMENT 3

OCCUPANT
POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11290 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11211 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11299 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11211 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11211 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11211 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11269 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11291 FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
11324 POINT EAST DR
RANCHO CORDOVA, CA 95742

OCCUPANT
2510 CITRUS RD
RANCHO CORDOVA, CA 95742

OCCUPANT
11295 FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
11164 FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
FOLSOM BLVD
RANCHO CORDOVA, CA 95742

OCCUPANT
11327 TRADE CENTER DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11261 TRADE CENTER DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11277 TRADE CENTER DR
RANCHO CORDOVA, CA 95742

OCCUPANT
11297 TRADE CENTER DR
RANCHO CORDOVA, CA 95742



1 SITE LIGHT



2 TRASH RECEPTAL



3 BIKE RACK



4 BENCH SEATING

TREE	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	ACE GLO	ACER RUBRUM 'OCTOBER GLORY' TM / OCTOBER GLORY MAPLE	15 GAL
	ARB TRE	AREBUTUS UNEDO / STRAWBERRY TREE MULTI-TRUNK	15 GAL
	CAR COL	CARPINUS BETULUS 'COLUMNARIS' / COLUMNAR EUROPEAN HORNBEEAM	15 GAL
	ERI MUL	ERIOBOTRYA DEFLEXA / BRONZE LOQUAT MULTI-TRUNK	24" BOX
	KOE PAN	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	15 GAL
	LAS MUS	LAGERSTROEMIA X 'MUSKOGEE' / GRAPE MYRTLE LIGHT LAVENDER	15 GAL
	PLA BLO	PLATANUS X ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	15 GAL

TREE LEGEND

SHRUB	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	BER CRI	BERBERIS THUNBERGII 'CRIMSON PYGMY BARBERRY'	5 GAL
	CAL KAR	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL
	CAL DWA	CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF KEPPING BOTTLEBRUSH	1 GAL
	COL SUN	COLEONEMA PULCHRUM 'SUNSET GOLD' / GOLDEN BREATH OF HEAVEN	5 GAL
	JUN ELK	JUNCEUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL
	MUH RIS	MUHLENBERGIA RIGENS / DEER GRASS	5 GAL
	NAN POW	NANDINA DOMETICA 'FIRE POKER' / FIREPOKER NANDINA	5 GAL
		ANNUAL COLOR PLANTING	

SHRUB LEGEND

PROJECT INFO: NEW 4 STORY (89 ROOM) HOTEL NEW SINGLE STORY EVENT CENTER	
PROJECT OWNER INFO:	
PROJECT ZONING C-3	
PROJECT INFORMATION	
TOTAL SITE AREA:	2.32 Acres = 101,447 SF.
Building/Land	BUILDING FOOT PRINTS - 13,400 and 6,790 = 20,190 20,190 / 101,447 = 19.9%
Landscape/Land	16,780 / 101,447 = 16.6%
Paving/Land	43,716 / 101,447 = 43.2%
Hardscape/Land	20,671 / 101,447 = 20.3%

SITE CALCULATIONS

PARKING REQUIRED HOTEL	1/PER ROOM - 89
PARKING REQUIRED EVENT CENTER	1/10 - 58
TOTAL PARKING REQUIRED	147
PARKING PROVIDE	147
STALL TYPE	QUANTITY
Standard - 18'-0" x 9'-0"	117
(C) Compact - 16'-0" x 8'-6"	22
Handicap - 18'-0" x 9'-0"	6
Street - 23'-0" x 9'-0"	6
Total	151
PARKING SUMMARY	

NO.	DESCRIPTION	DETAIL
1	EXISTING CURB AND GUTTER TO REMAIN	
2	PROPOSED SITE LIGHTING	
3	PROPOSED TRASH ENCLOSURE PER CITY OF RANCHO CORDOVA STANDARDS	
4	PROPOSED PARKING LOT PAVEMENTS PER PUBLIC WORKS STANDARDS	
5	PROPOSED UNAUTHORIZED VEHICLES SIGNAGE	
6	PROPOSED PEDESTRIAN PATH OF TRAVEL PER CITY OF RANCHO CORDOVA CITY STANDARDS	
7	EXISTING POWER POLE/STREET LIGHTING TO REMAIN	
8	PROPOSED ACCESSIBLE PARKING, RAMP & SIGNAGE. NOTE: PROVIDE 2% SLOPE IN ANY DIRECTION	
9	PROPOSED COMMERCIAL SIDEWALK PATTERN TO PUBLIC WORKS STANDARDS. CONSTRUCTION OF SIDEWALK TO MATCH EXISTING.	
10	PROPOSED 6" CONTINUOUS CONCRETE CURB	
11	PROPOSED CONCRETE WHEEL STOPS	
12	PROPOSED CONCRETE DRIVE APPROACH	
13	EXISTING POWER POLE AND GUY WIRE TO REMAIN	
14	PROPOSED CONCRETE SIDEWALK	
15	PROPOSED CONCRETE FLATWORK	
16	PROPOSED ACCESSIBLE CONCRETE WALK, W/RAMPS AND PATH OF TRAVEL	1/A.I
17	PROPOSED SITE LIGHT AND POLE W/ CONCRETE BASE	2/A.I
18	PROPOSED TRASH RECEPTICAL	3/A.I
19	PROPOSED BIKE RACK	4/A.I
20	PROPOSED BENCH SEATINGS	
21	PROPOSED BACKFLOW PREVENTOR AS REQUIRED BY PLUMBING DESIGN	
22	EXISTING 6' HIGH CHAIN LINK FENCE, TO REMAIN	
23	PROPOSED BUILDING CANOPY, SEE EXTERIOR ELEVATIONS	
24	PROPOSED ARBOR STRUCTURE, SEE EXTERIOR ELEVATIONS	
25	PROPOSED 42" HIGH CMU WALL W/ ROCK VENEER FINISH W/ STONE CAP	
26	PROPOSED STAMPED AND STAINED CONCRETE	
27	PROPOSED PATIO SEATING AREA	
28	PROPOSED LOW LEVEL SITE AND WALKWAY LIGHTING	
29	EXISTING ACCESSIBLE CURB CUT AND RAMP TO REMAIN	
30	PROPOSED RAISED PLANTER W/ STONE FINISH AND STONE CAP SEAT PLANTER TO BE 8' DIA, SEAT HEIGHT @ 28"	
31	PROPOSED WATER FEATURE, SEE ELEVATIONS	
32	EXISTING TREE TO REMAIN	

KEYED NOTES



SITE PLAN
1" = 20'



CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH #559-412-8408
FAX #559-492-3414

PROJECT TITLE

TownPlace
Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LOADED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012
DRAWING TITLE

SATELLITE SITE
PLAN

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY
MSE

3031

REVISIONS
REV DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH #559-412-8408
FAX #559-492-3414

PROJECT TITLE

TownPlace
Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LOADED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012
DRAWING TITLE

SATELLITE SITE
PLAN

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY
MSE

3031

REVISIONS
REV DESCRIPTION

REVISIONS
REV DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

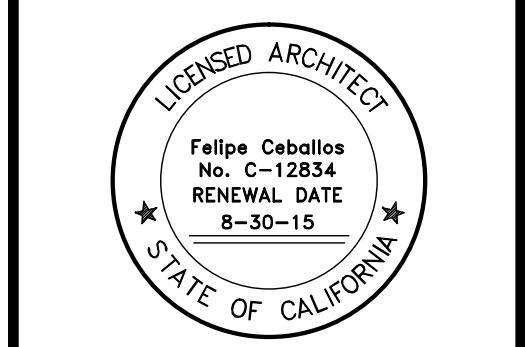
CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH #559-412-8408
FAX #559-492-3414



NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
1212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD



PROJECT NUMBER: 014_012
DRAWING TITLE

FLOOR PLANS

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE

304



FIRST FLOOR PLAN
1/8" = 1'-0"

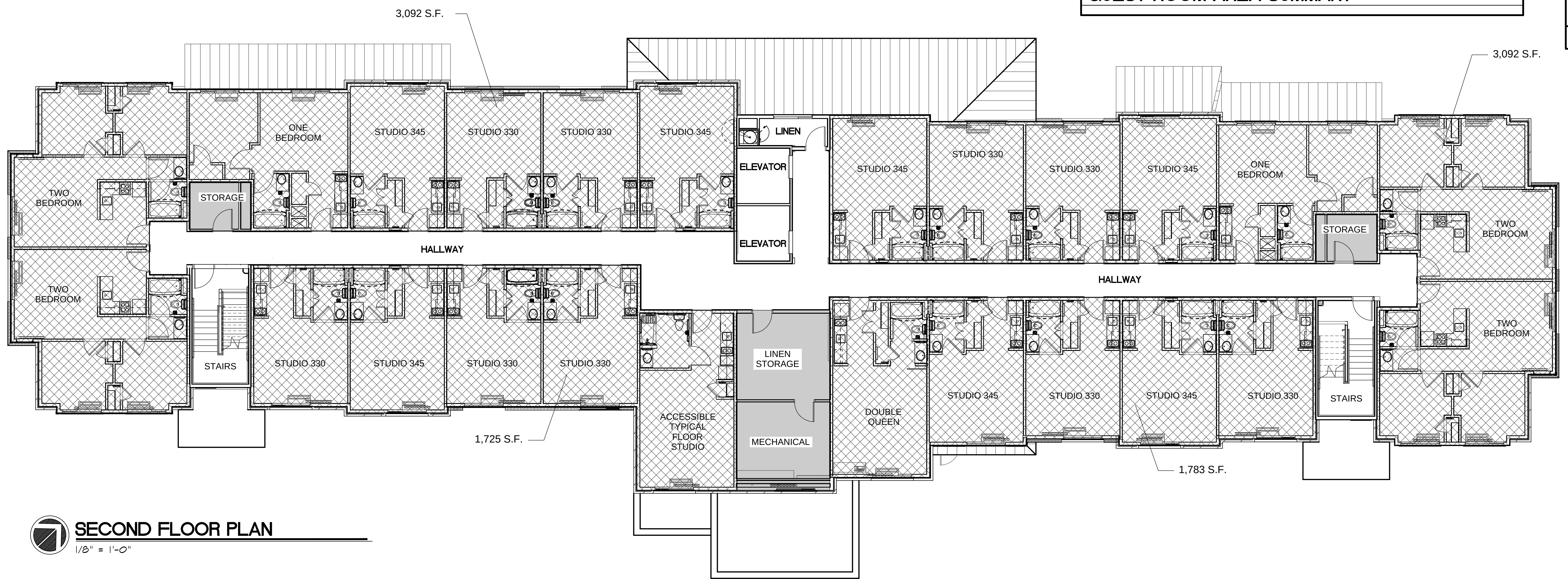
NOTE: VENDING MACHINES AND AN ICE MACHINE ARE PROVIDED ON FIRST FLOOR ONLY. EACH ROOM HAS A FULL KITCHEN INCLUDING A REFRIGERATOR/FREEZER

NAME	1st Floor	2nd Floor	3rd Floor	4th Floor	Total
STUDIO	10	16	16	17	59
ACCESSIBLE STUDIO	1	1	2	-	4
DOUBLE QUEEN	-	1	1	-	2
ACCESSIBLE DOUBLE QUEEN	1	-	-	-	1
ONE BEDROOM	-	2	2	2	6
TWO BEDROOM	4	4	4	4	16
ACCESSIBLE TWO BEDROOM	-	-	-	1	1
TOTAL	16	24	25	24	89

GUEST ROOM AREA SUMMARY

HATCH	DESCRIPTION
	PUBLIC COMMON AREAS
	NON-PUBLIC AREAS HOTEL OPERATIONS
	GUEST ROOMS
	NOTE: UNHATCHED AREA IS HALLWAYS, ELEVATORS AND STAIRWAYS

FLOOR AREA LEGEND



SECOND FLOOR PLAN
1/8" = 1'-0"

REVISIONS	
REV	DESCRIPTION

CR CONSULTING GROUP

DESIGN AND PLANNING

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

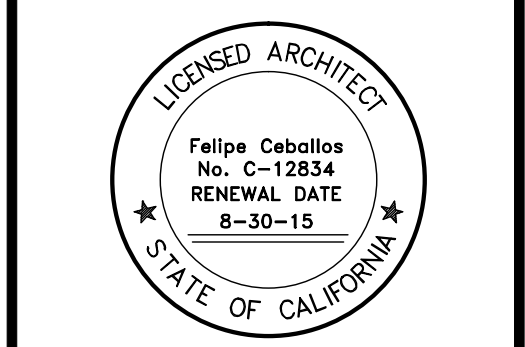
CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414



NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD



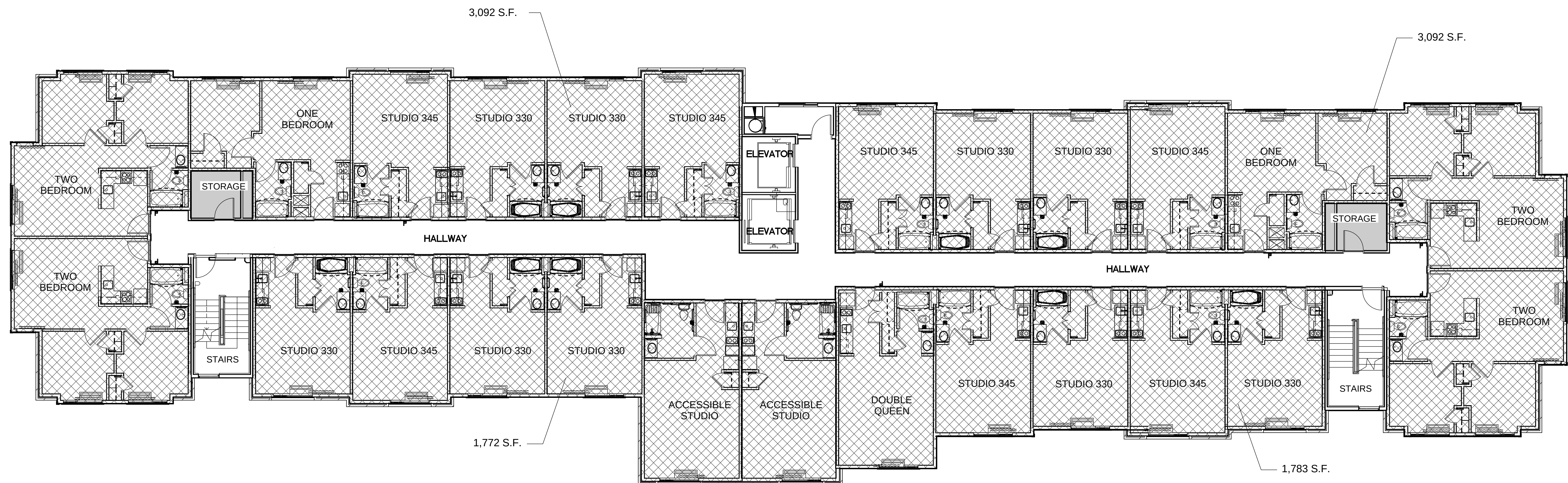
PROJECT NUMBER: 014_012
DRAWING TITLE

THIRD AND FOURTH FLOOR PLANS

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE

305
A

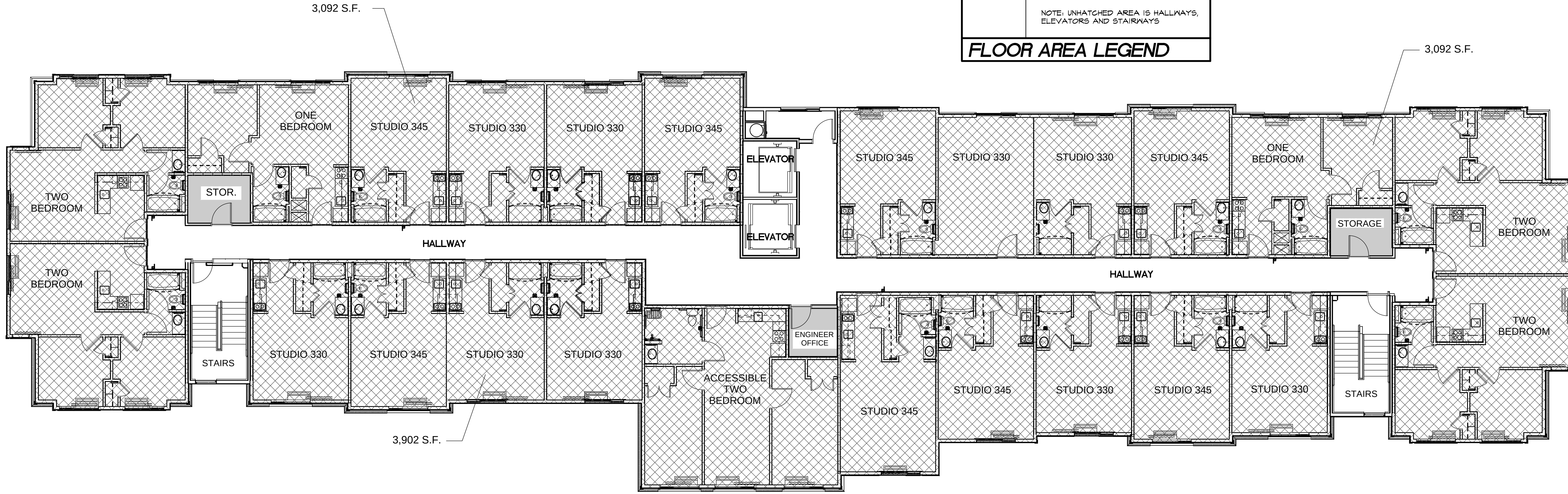
CR CONSULTING GROUP EXPRESSLY RESERVES ALL COMMON LAW COPYRIGHT AND PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE. IT IS NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF CR CONSULTING GROUP.



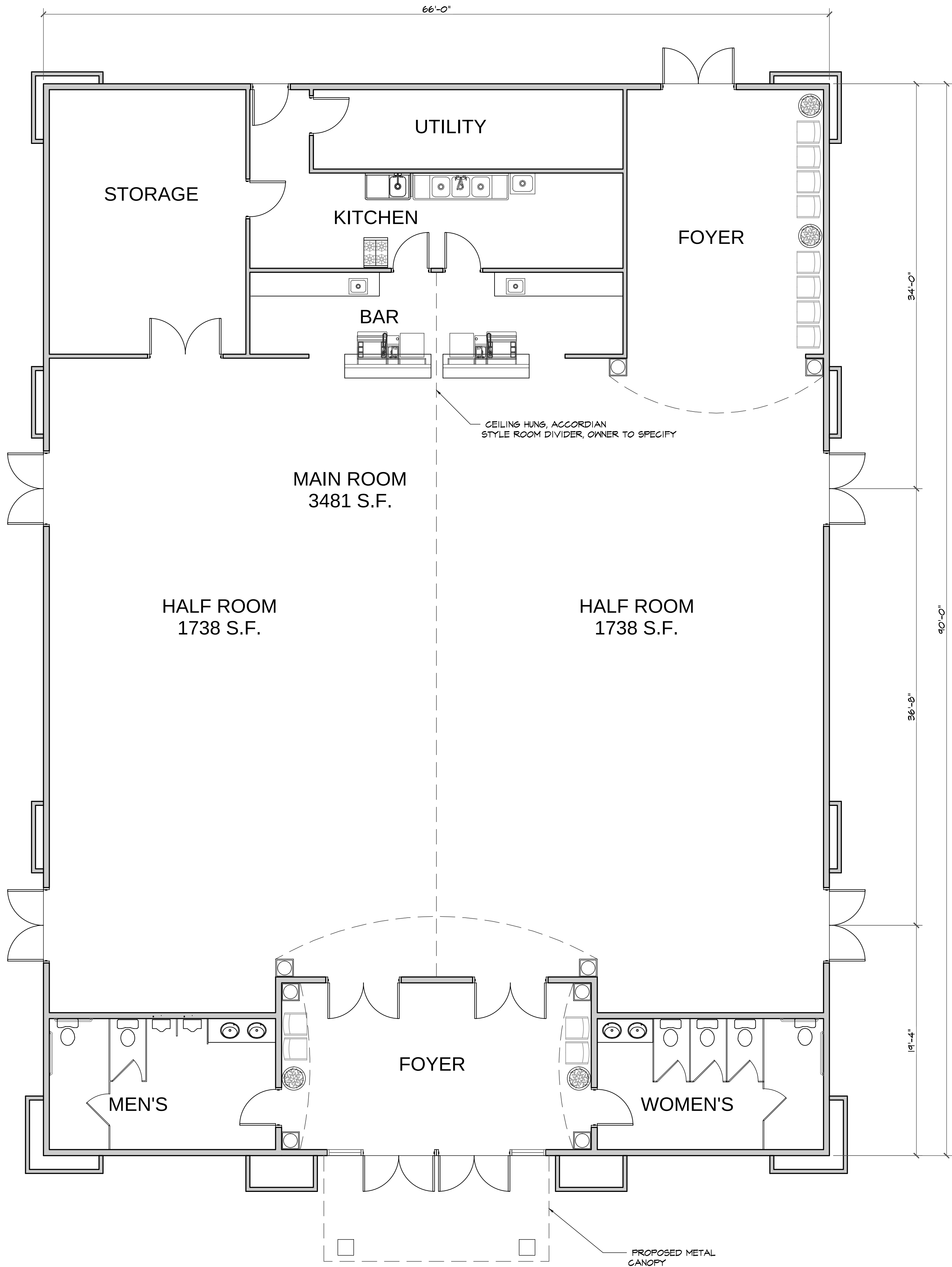
THIRD FLOOR PLAN
1/8" = 1'-0"

HATCH	DESCRIPTION
	PUBLIC COMMON AREAS
	NON-PUBLIC AREAS HOTEL OPERATIONS
	GUEST ROOMS
NOTE: UNHATCHED AREA IS HALLWAYS, ELEVATORS AND STAIRWAYS	

FLOOR AREA LEGEND



FOURTH FLOOR PLAN
1/8" = 1'-0"



FLOOR PLAN
3/16"=1'-0"

REVISIONS
REV | DESCRIPTION

CR CONSULTING GROUP

DESIGN AND PLANNING

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP

4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414

PROJECT TITLE

**NEW HOTEL FOR:
D&S DEVELOPMENT, INC.**
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT

Felipe Ceballos
No. C-12034
RENEWAL DATE
8-30-15

STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

EVENT CENTER
FLOOR PLAN

PLOT DATE: 10-3-2014

SCALE: 3/16"=1'-0"

DATE: 10/3/2014

DRAWN BY: MSE

306

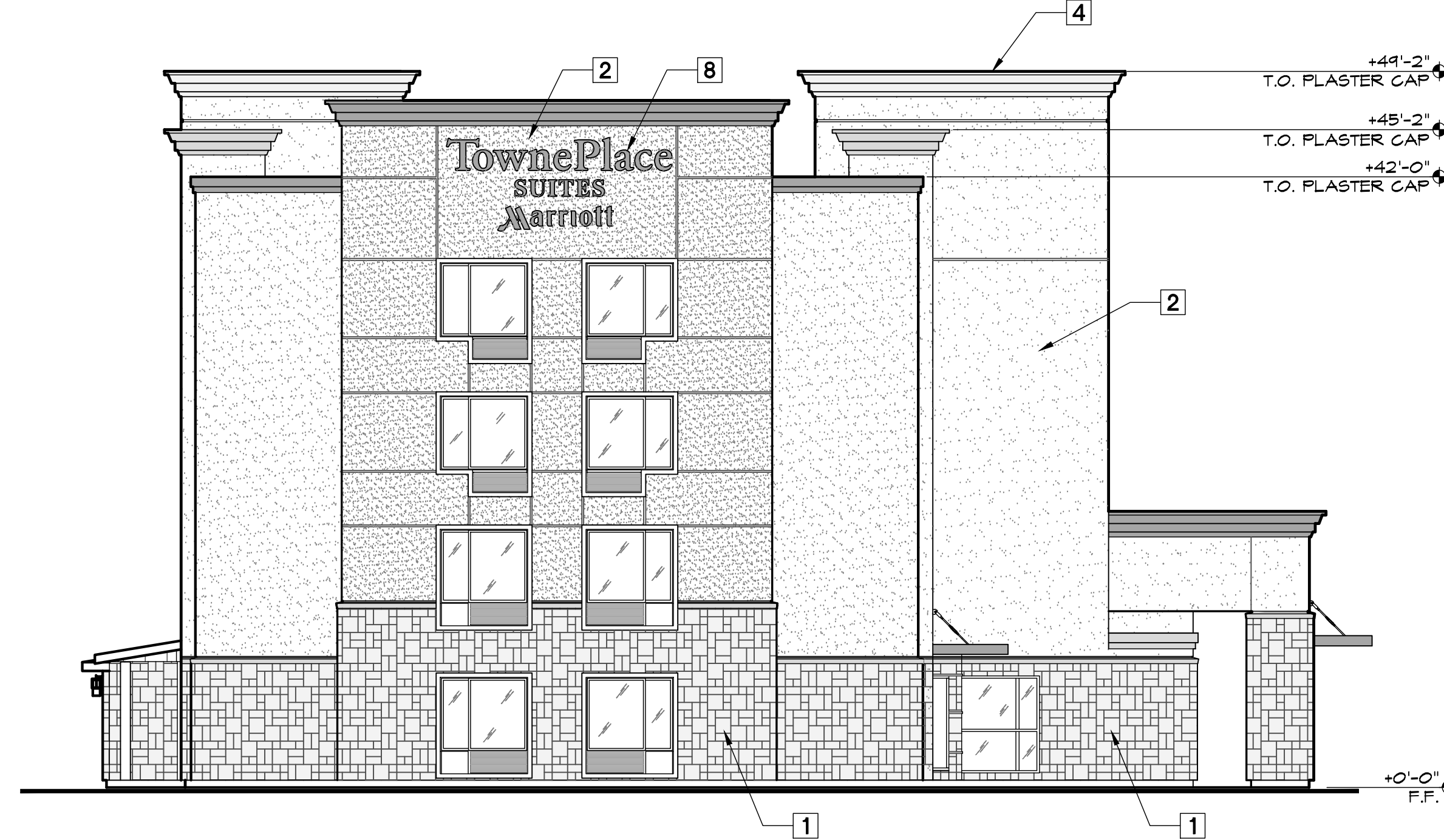
A

CR CONSULTING GROUP EXPRESSLY RESERVES ALL COMMON LAW COPYRIGHT AND PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE IS NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF CR CONSULTING GROUP.

B-FLOOR-2



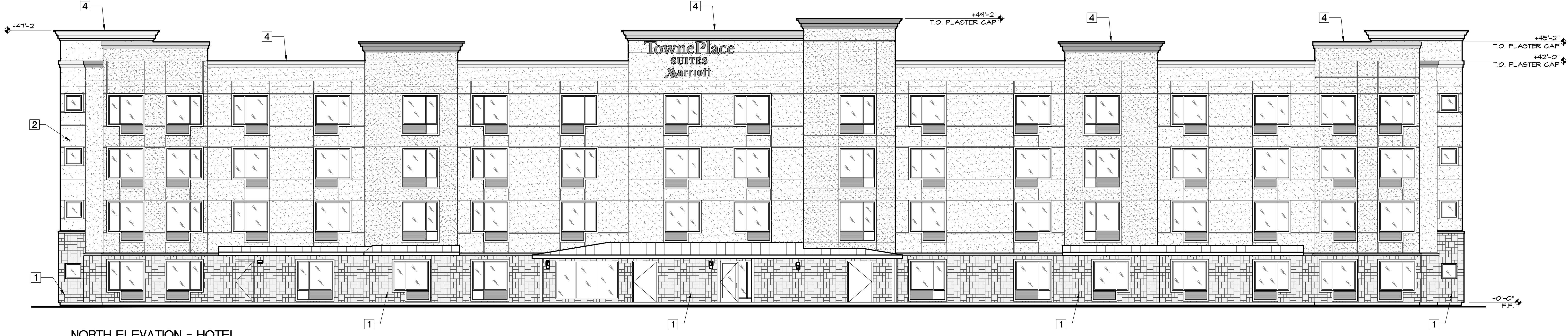
SOUTH ELEVATION - HOTEL
1/8" = 1'-0"



WEST ELEVATION - HOTEL
1/8" = 1'-0"

No.	Description
1	8X16 STONE WALL TILE
2	7/8" CEMENT PLASTER (3) PHASE SYSTEM W/ INTEGRAL COLOR
3	WALL SCONCE, OWNER TO SPECIFY
4	RAISED FOAM TRIM W/ STUCCO FINISH
5	STEEL CANOPY W/ METAL DECK ROOFING
6	PLASTER FINISH W/ SCREED LINES TO MATCH VENEER
7	PROPOSED LOCATION OF HVAC UNITS, FULLY SCREENED BY PARAPET
8	SIGNAGE UNDER SEPARATE PERMIT

KEYED NOTES



NORTH ELEVATION - HOTEL
1/8" = 1'-0"

AGENDA ITEM 10.2

REVISIONS	
REV	DESCRIPTION

CR CONSULTING GROUP

DESIGN AND PLANNING

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

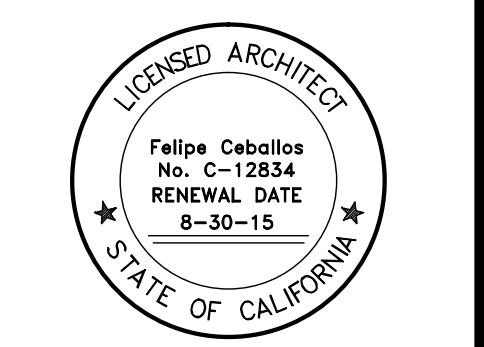
CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414



**NEW HOTEL FOR:
D&S DEVELOPMENT, INC.**
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD



PROJECT NUMBER: 014_012
DRAWING TITLE

ELEVATIONS

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE

307
A

EXHIBIT A

REVISIONS

REV	DESCRIPTION

CR CONSULTING GROUP

DESIGN AND PLANNING

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP

4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414

PROJECT TITLE

Townplace
Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.

11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

REGISTERED ARCHITECT

Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15

STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

ELEVATIONS

PLOT DATE: 10-2-2014

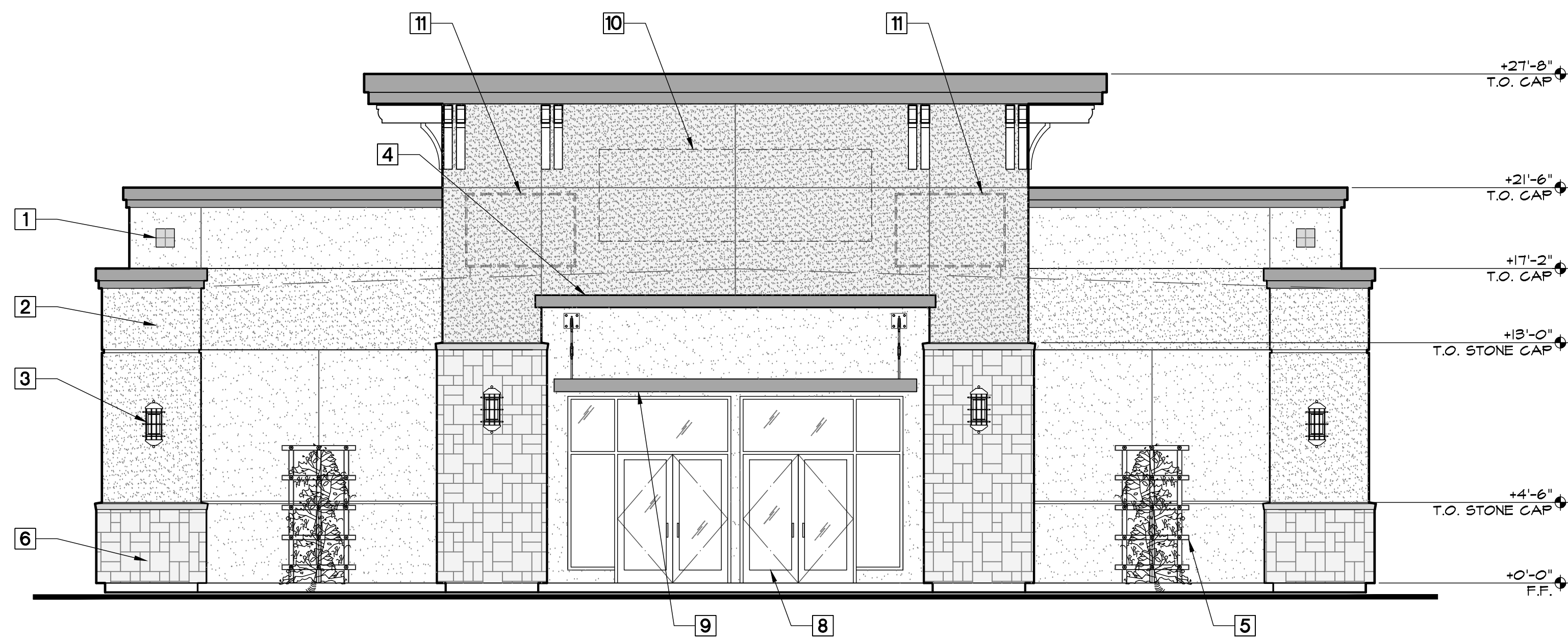
SCALE: As noted

DATE: 10/3/2014

DRAWN BY: MSE

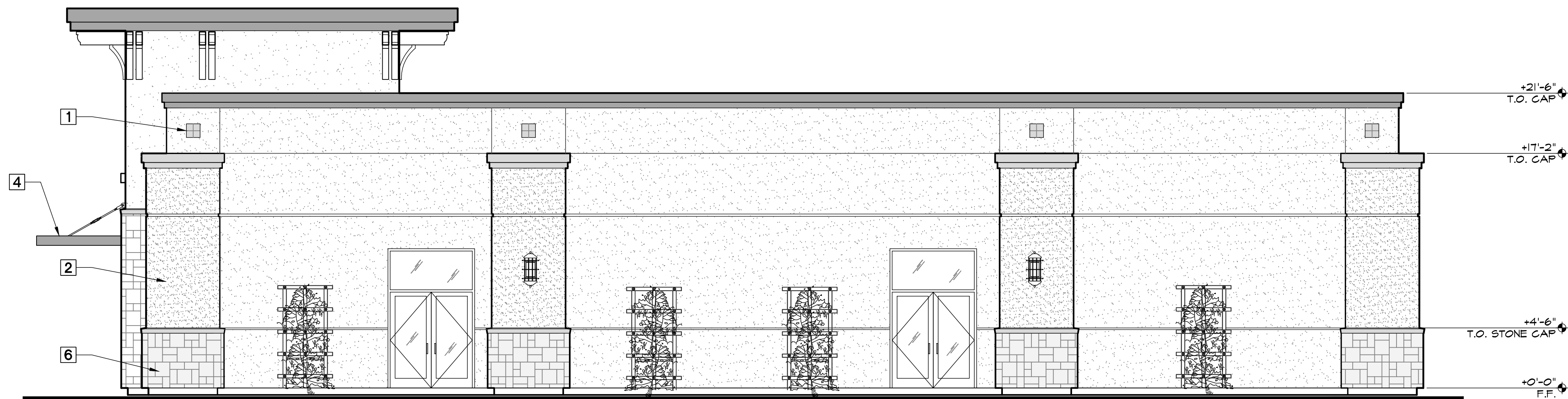
308

CR CONSULTING GROUP EXPRESSLY RESERVES ALL COMMON LAW COPYRIGHT AND PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT IS NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF CR CONSULTING GROUP.



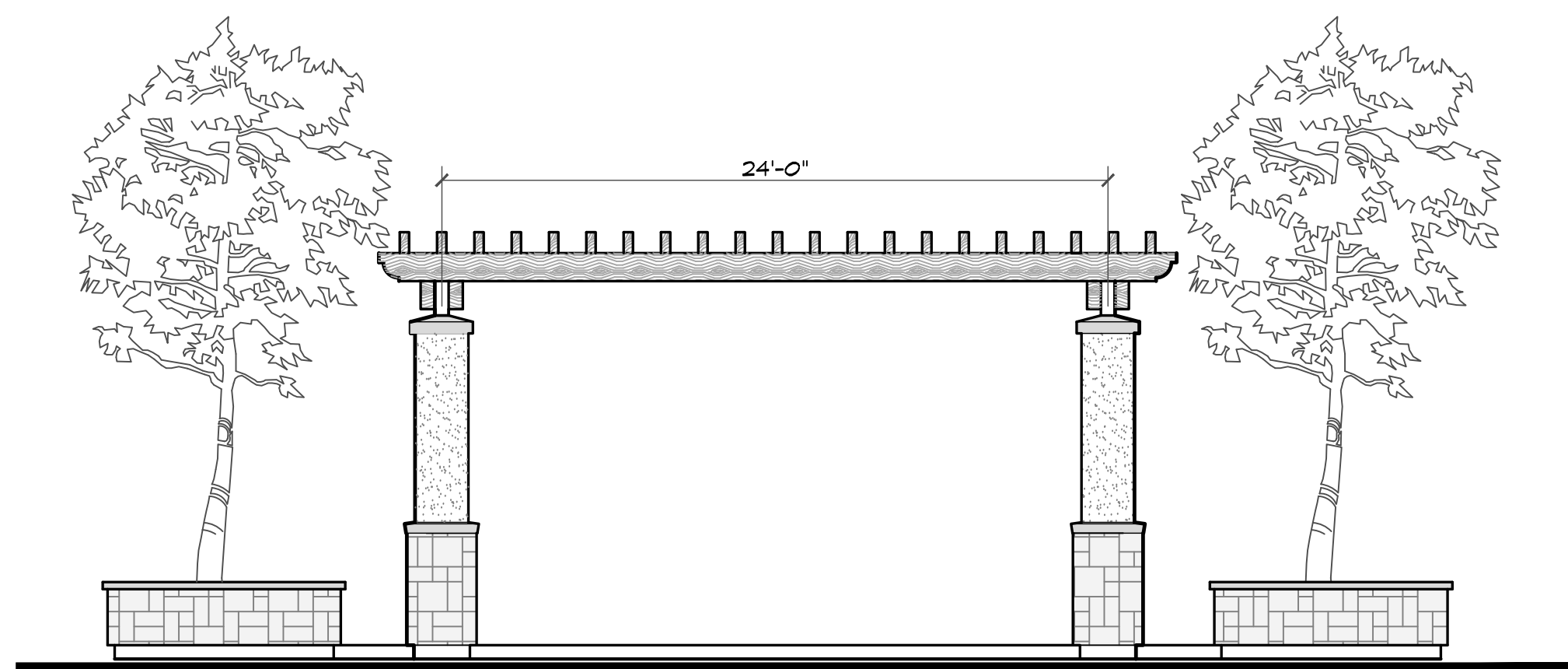
SOUTH ELEVATION - EVENT CENTER

3/16" = 1'-0"



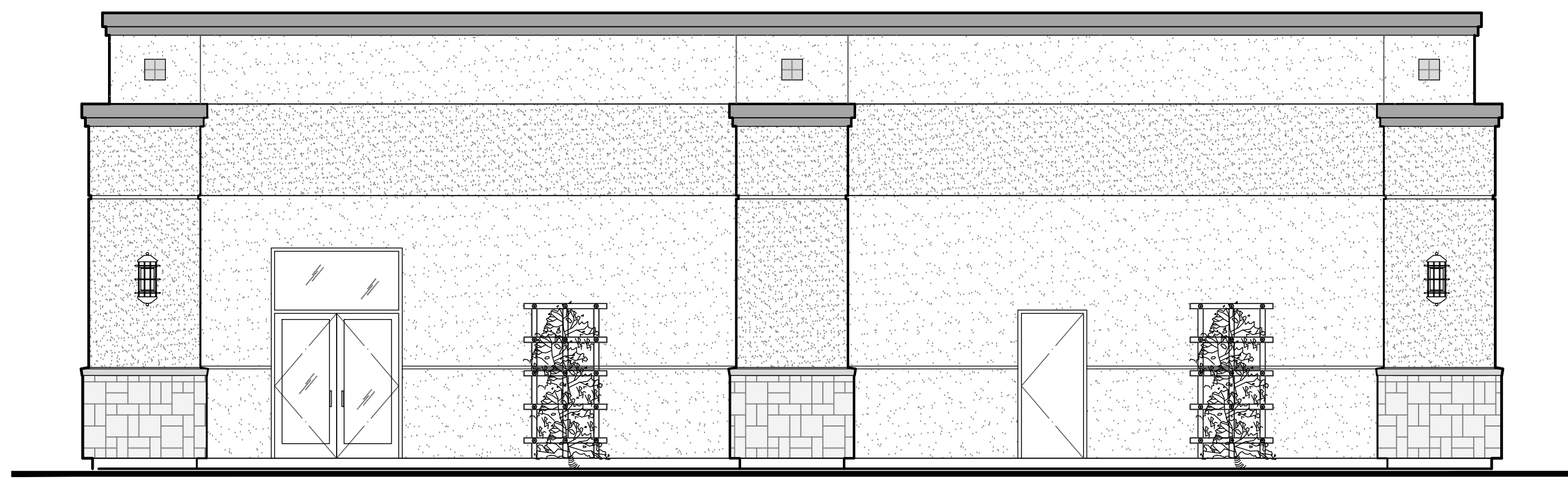
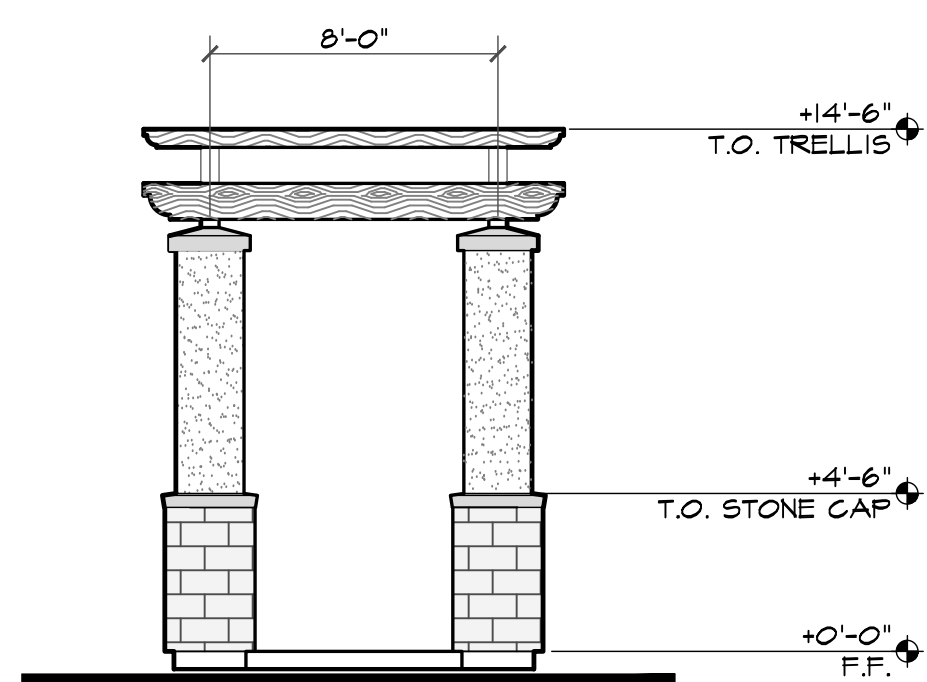
EAST ELEVATION - EVENT CENTER

3/16" = 1'-0"



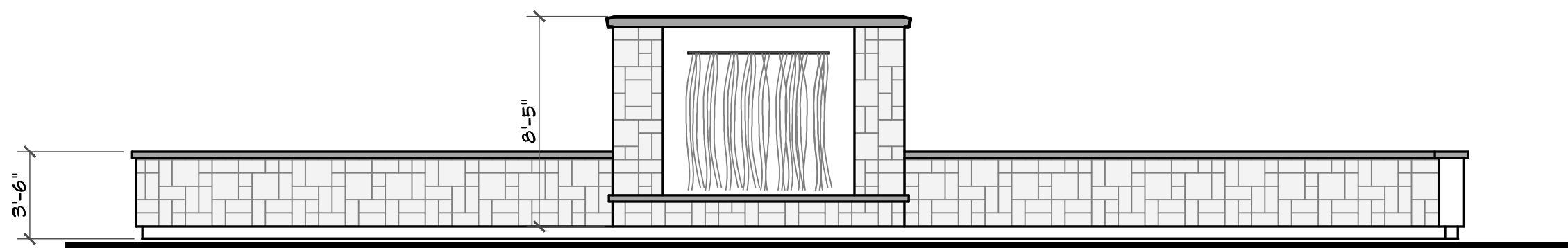
ARBOR ELEVATIONS

3/16" = 1'-0"



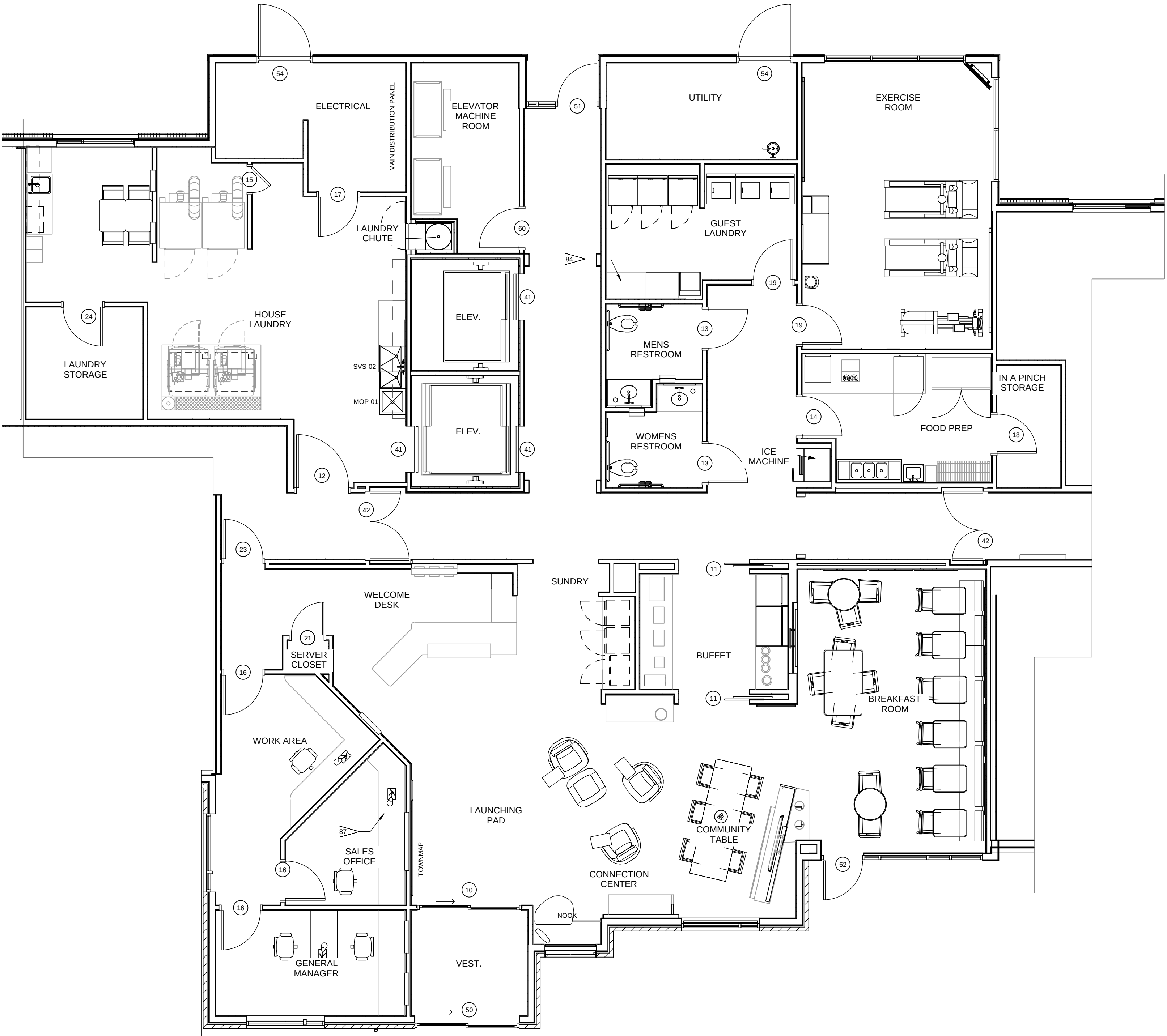
NORTH ELEVATION - EVENT CENTER

3/16" = 1'-0"



WATER FEATURE AT REAR PATIO

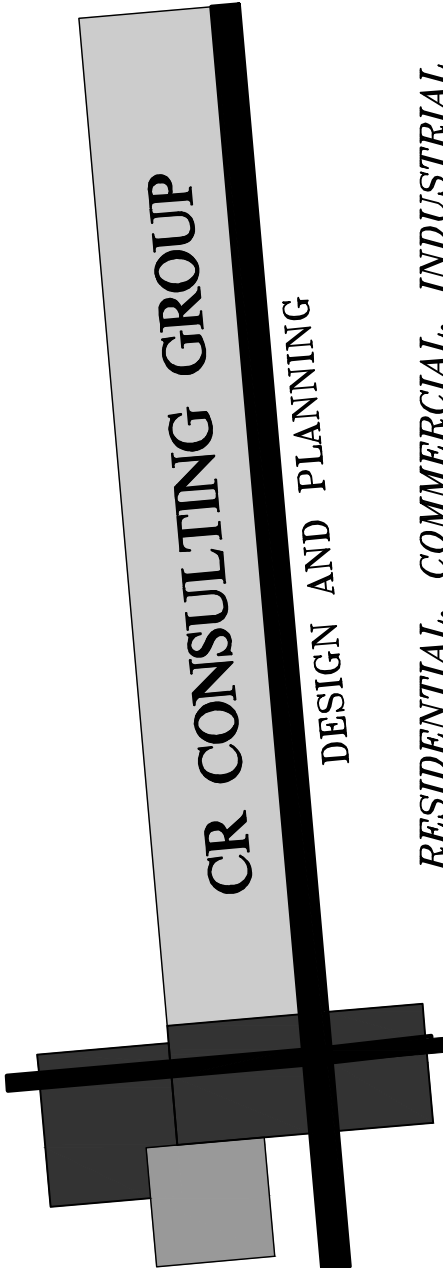
3/16" = 1'-0"



 **ENLARGED PUBLIC SPACE-FIRST FLOOR**
1/8" = 1'-0"

NOTE: VENDING MACHINES AND AN ICE MACHINE ARE PROVIDED ON FIRST FLOOR ONLY. EACH ROOMY HAS A FULL KITCHEN INCLUDING A REFRIGERATOR/FREEZER

REVISIONS
REV | DESCRIPTION



CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414

PROJECT TITLE

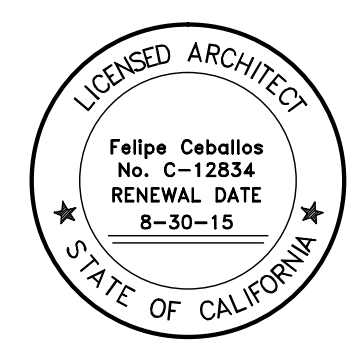


NEW HOTEL FOR:
D&S DEVELOPMENT, INC.

11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD



PROJECT NUMBER: 014_012

DRAWING TITLE

ENLARGED
FLOOR PLAN

PLOT DATE: 10-3-2014

SCALE: As noted

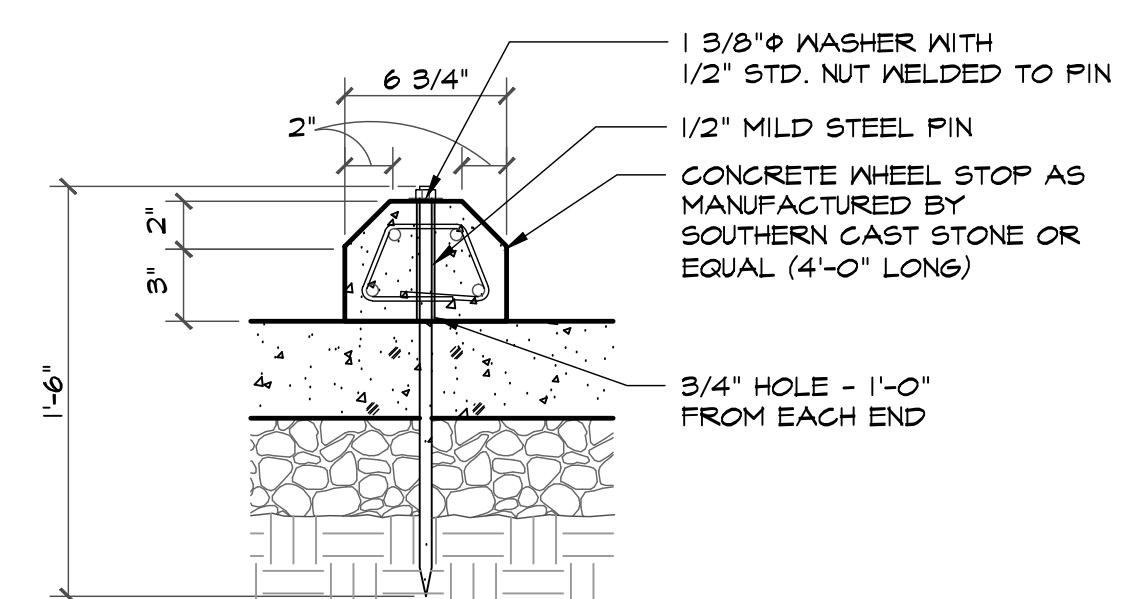
DATE: 10/3/2014

DRAWN BY: MSE

309

A1603

CR CONSULTING GROUP EXPRESSLY RESERVES ALL COMMON LAW COPYRIGHT AND PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE IS NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF CR CONSULTING GROUP.





AGENDA ITEM 10.2

TOWNEPLACE SUITES MARRIOTT
RANCHO CORDOVA



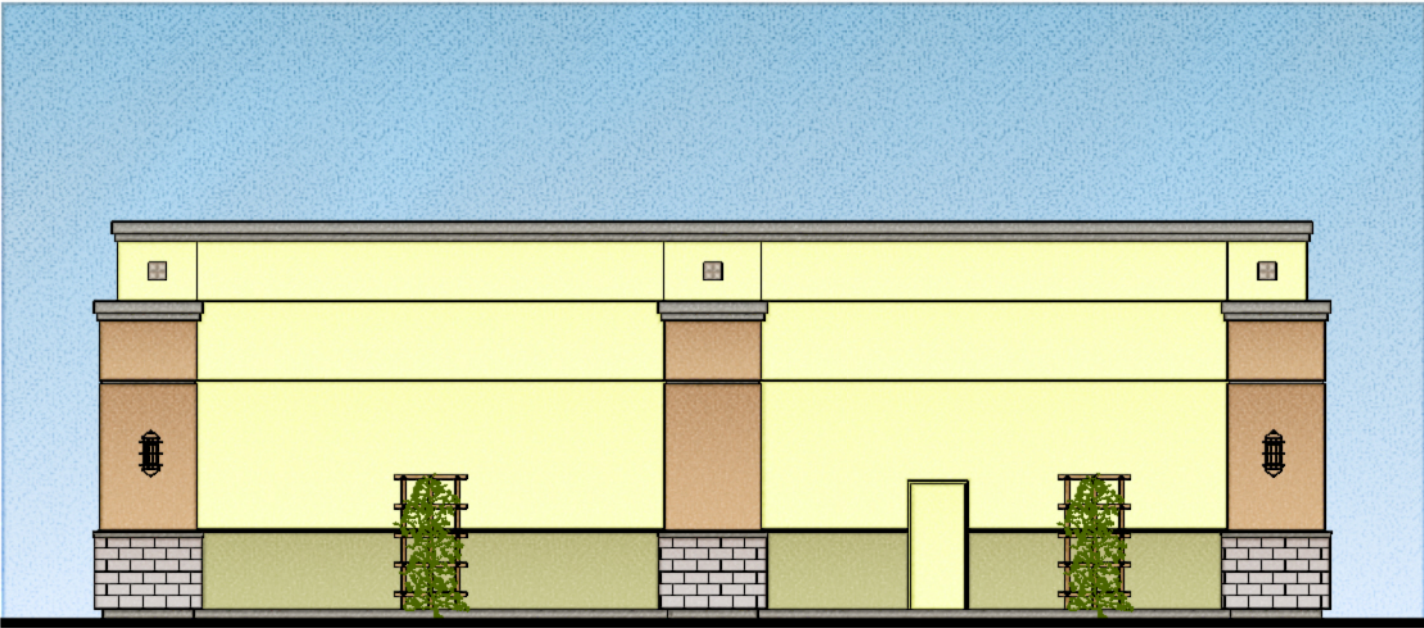
FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

RANCHO CORDOVA - EVENT CENTER

AGENDA ITEM 10.2

REVISIONS
REV DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA 93705
PH. #559-412-8408
FAX #559-492-3414
PROJECT TITLE
TownePlace Suites Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD
FELIPE CEBALLOS
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012
DRAWING TITLE

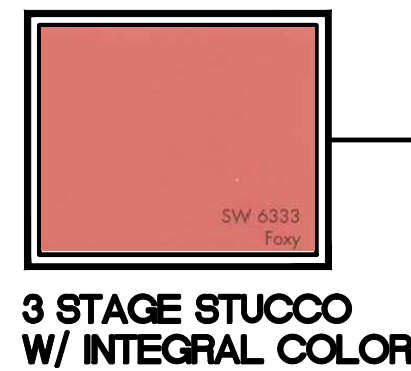
BUILDING MATERIAL

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE

314



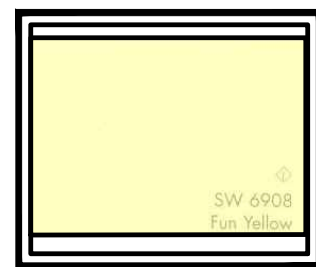
PTAC EXTERIOR GRILL EXAMPLE



3 STAGE STUCCO
W/ INTEGRAL COLOR



3 STAGE STUCCO
W/ INTEGRAL COLOR



3 STAGE STUCCO
W/ INTEGRAL COLOR



FRONT ELEVATION

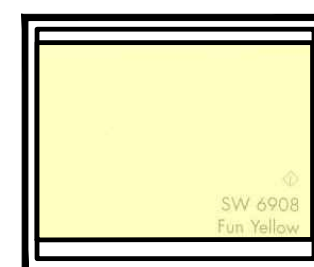


3 STAGE STUCCO
W/ INTEGRAL COLOR



REAR ELEVATION

RANCHO CORDOVA - TOWNEPLACE SUITES MARRIOTT



3 STAGE STUCCO
W/ INTEGRAL COLOR



3 STAGE STUCCO
W/ INTEGRAL COLOR



3 STAGE STUCCO
W/ INTEGRAL COLOR

SIGNAGE UNDER
SEPARATE PERMIT



FRONT ELEVATION



REAR ELEVATION



ELDORADO STONE - SANIBEL: COASTAL REEF



3 STAGE STUCCO
W/ INTEGRAL COLOR



SIDE ELEVATION

RANCHO CORDOVA - EVENT CENTER



Hubbardton Forge Province Wall Sconce

Hyatt Hotel and Event Center (formerly know as Point East)

Conditional Use Permit Amendment, Design Review Amendment, and Adjustment (parking)

**Rancho Cordova City Council
Matthew Diaz, Project Planner
May 18, 2015**

Requested Approvals

- Applicant is seeking to construct a new four-story 58,810 square foot 88-room extended stay hotel with a new associated 6,215 square foot event center.
- Actions Include:
 - Conditional Use Permit Amendment
 - Design Review Amendment
 - Adjustment

Context Map



Context Map (Hotel and Event Center)

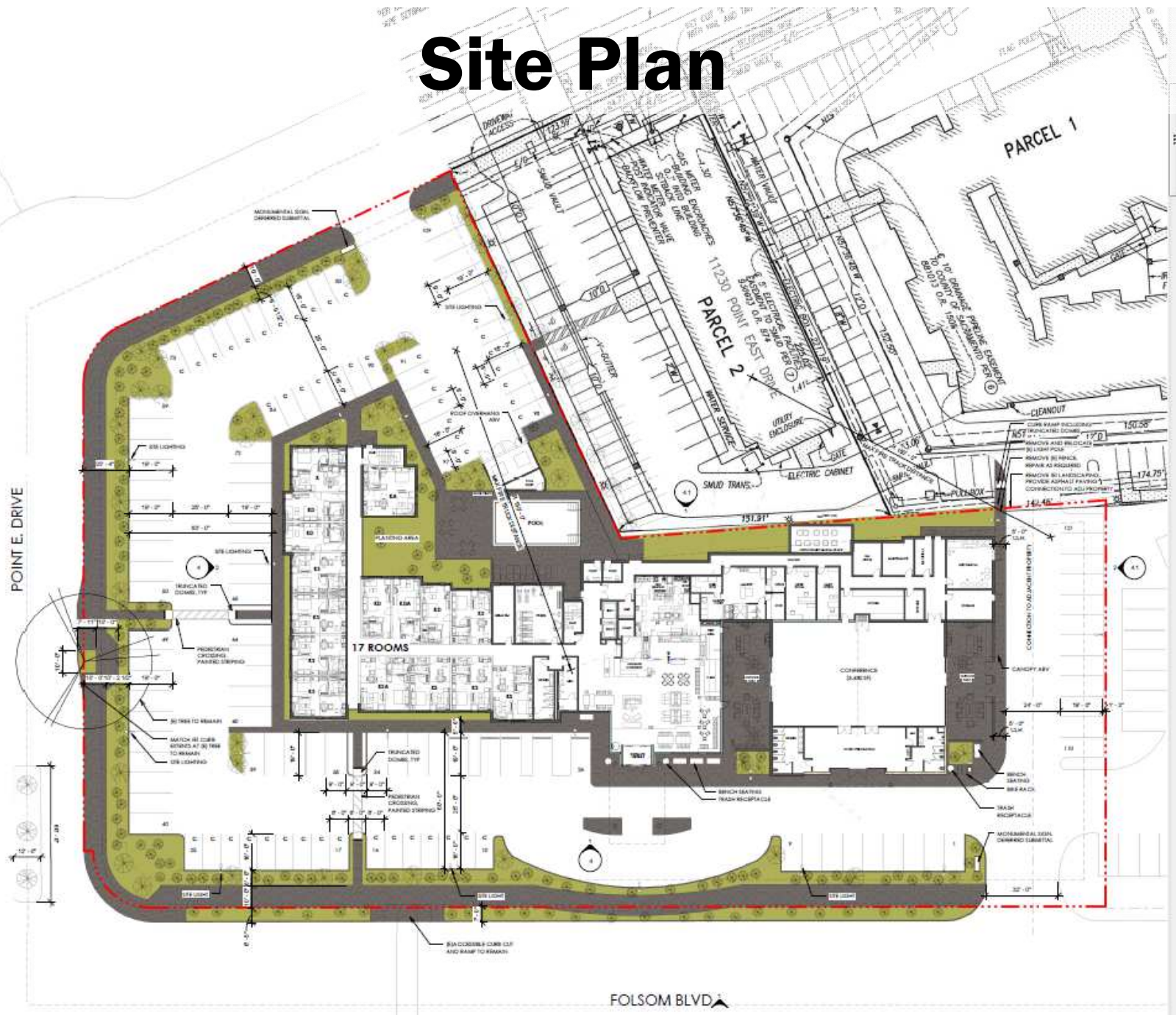


11260 POINT E DRIVE
058-0270-051
058-0270-052
058-0270-057

11212 POINT E DRIVE
058-0270-060

11275 FOLSOM BLVD
058-0270-046

Site Plan



Enhanced Site Plan

The site plan shows a building complex with various rooms including 17 rooms, a conference room (3,480 SF), and an event center. The event center is highlighted with a red box and a green arrow pointing to it from the label "Event Center". The plan also includes parking spaces, landscaping, and various utility features like a utility enclosure, gate, and electric cabinet. Dimensions and other site details are provided throughout the plan.

Background

- The project was first presented to the Development Services Team (DST) on March 18, 2014.
- On June 24, 2014, the City Council conducted a workshop for 89-room extended stay hotel and event center.
- On September 15, 2014 the City Council agreed to deferred construction costs, assistance with infrastructure improvements, and parking adjustment pending a formal review of the designs for approval.
- On September 18, 2014 the applicant submitted an applicant for a Conditional Use Permit, Design Review, and Adjustment for parking.

Background- Continued

- The project was reviewed and approved with amendments by the City Council on December 1, 2014.
- Since the previous application, the project has changed ownership and now plans to rebrand the new hotel Hyatt (formerly Point East Marriot).
- On April 14, 2014 the applicant submitted an applicant for a Conditional Use Permit Amendment, Design Review Amendment, and Adjustment for parking.

Project Revisions

- The event center is now located at the east end of the building.
- Revised design and new brand (Hyatt)
- New entrance/drive aisle on Folsom Boulevard that incorporates the surrounding establishments.
- Conditions have been added to improve circulation and pedestrian access along the new Folsom Boulevard entrance/drive aisle.

Key Project Features

- Revised Façades and relocation of Event Center
- Integration of surrounding establishments (existing Fire Rock and Hyatt)
- Connectivity to right-of-ways and Light Rail station south of Folsom Boulevard
- New Street Median at the intersection of Point East Drive and Folsom Boulevard

Entrance and Façade

- Clearly defined entrance with canopies that extend to the drive aisle.
- Façade that uses a variety colors and materials.
- Use heavier materials (Cultured Stone Veneer, porcelain tile, metallic coating)
- Color contrast and additional windows have been added to event center entrance

Elevations



West/Left Elevation From Point East Drive

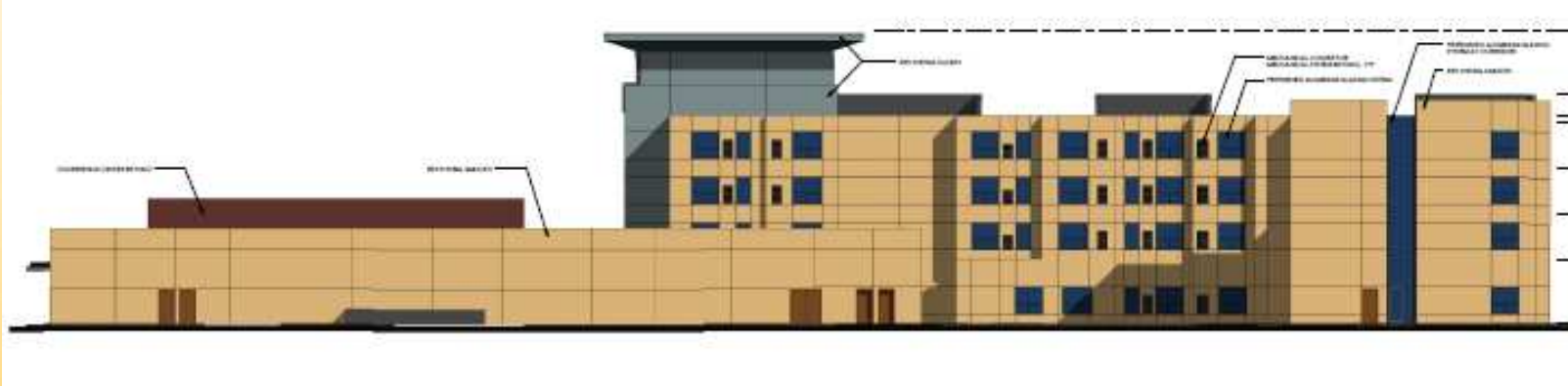


South/Front Elevation facing Folsom Boulevard

Elevations



East/Right Elevation from Fire Rock Grill



North/Rear Elevation from existing Hyatt Hotel

Entrance and Façade



Integration of surrounding establishments

Existing Hyatt Hotel
(new double tree)

Project Has been
Conditioned to
include pedestrian
access
improvements

11260 POINT E. DRIVE
058-0270-051
058-0270-053
058-0270-057

Existing Fire Rock
Grill

11212 POINT E. DRIVE
058-0270-060

Folsom
Entrance

11275 FOLSOM BLVD
058-0270-046

Landscaping



Other Design Elements



1 | SITE LIGHT



4 | BENCH SEATING



3 | BIKE RACK



2 | TRASH RECEPTICAL

Conclusion

- Staff recommends approving the redesign.
- Any Questions?

MEMORANDUM



DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Interim Assistant City Manager

SUBJECT: DROUGHT AND WATER CONSERVATION UPDATE

RECOMMENDATION

Provide an update on the most recent developments related to local and statewide drought policies and clarify the City's role regarding enforcement.

RESULT OF RECOMMENDED ACTION

Based on City Council direction, staff will develop strategies as appropriate to promote water conservation within the community. City Council may choose to direct staff to undertake specific actions immediately or report back on potential programs at a future meeting.

BACKGROUND

On April 25, 2014, Governor Brown issued an Executive Order to strengthen the State's ability to manage water and habitat effectively in drought conditions. The Executive Order called on California residents to voluntarily reduce their water usage by 20 percent. However, since the State Water Board adopted its initial emergency conservation regulations in July 2014, voluntary conservation efforts have only resulted in a nine percent reduction in water use statewide. In addition, the April 2015 snowpack water content was measured at a record low level of five percent of average.

To address the continued drought, Governor Brown issued a new Executive Order on April 1, 2015 that directed the State Water Board to impose restrictions on urban water providers to achieve a statewide 25 percent reduction in potable urban usage through February 2016 (as compared to 2013 usage). Achieving this 25 percent use reduction will require even greater conservation efforts across the state.

In addition to the restrictions imposed on water suppliers, the following is a summary of the directives that also impact public agencies that are not water purveyors including the City of Rancho Cordova.

- Local agencies are asked to partner in a Department of Water Resources initiative to replace 50,000,000 square feet of lawns with drought tolerant landscapes.
- Local agencies that operate institutional facilities, such as campuses, golf courses, and cemeteries, are required to adopt efficiency measure designed to reduce water usages.

- Local agencies are prohibited from using potable water to irrigate “ornamental turf on public street medians.”
- Land use agencies will be involved in implementing the Water Board’s regulations prohibiting “irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.”
- Local agencies will be required to consider updating their Water Efficient Landscaping Ordinance. The Order directs the department of Water Resources (DWR) to update its model ordinance.

State Water Resources Control Board’s Response to Governor’s Mandate

To meet the Governor’s 25 percent statewide reduction mandate, the State Water Resources Control Board (State Water Board) adopted regulations on May 5, 2015, that assign water providers into one of eight tiers signifying a targeted conservation standard, ranging between four percent and 36 percent. Rancho Cordova is served by four water providers that have each been assigned into a different conservation tier based on past water usage trends. As the City of Folsom Water District only serves a small geographic portion of Rancho Cordova, City staff have focused their efforts on coordinating with the three main providers:

1. Golden State Water Company – must achieve 36% conservation
2. Sacramento County Water Agency – must achieve 32% conservation
3. California American Water – must achieve 20% conservation

Each month, the State Water Board will compare every urban water providers’ water usage against the same month in 2013, in order to determine if they are on track for meeting conservation goals. City staff has been working with Sacramento County Water Agency, Golden State Water Company, and California American Water to develop water conservation and enforcement standards for residents. Staff will continue to meet with these providers in coming weeks to solidify new rules for customers.

The State Water Board’s recently adopted regulations to give local agencies the authority to fine property owners up to \$500 per day for failure to implement the water use prohibitions and restrictions.

Drought Tolerant Landscaping Considerations

The State Department of Water Resources is in the process of updating their State Model Water Efficient Landscape Ordinance, as mandated in the Governor’s Executive Order. Jurisdictions throughout the state may adopt this model ordinance at their discretion. The City’s website provides various resources for residents looking to install drought tolerant landscaping in lieu of grass. Drought-friendly plant options and water-saving tips are provided by the River-Friendly Landscape Coalition, led by EcoLandscape California. The City of Rancho Cordova is a member of the River-Friendly Landscape Coalition through its participation in the Sacramento Stormwater Quality Partnership.

To incentivize customers to install drought tolerant landscaping, some water providers offer rebate programs for replacing grass with landscaping options that require less water. Currently, the only water provider in Rancho Cordova offering this type of rebate is California American Water. Sacramento County Water Agency and Golden State Water Company are both considering their own turf replacement rebate program.

ENFORCEMENT

The water purveyors have the primary responsibility to enforce water conservation policies. Enforcement efforts have been focused on education and outreach as opposed to fines and penalties. City staff is coordinating closely with our water purveyors on enforcement issues and has offered support and assistance as appropriate.

FISCAL IMPACT

There is no impact to the City's General Fund.

ATTACHMENT

PowerPoint Presentation.

Drought and Water Conservation Update

May 18, 2015



California Drought

- California in its fourth drought year
- April 25, 2014:
 - Governor's Executive Order and Proclamation declared continued State of Emergency in California
 - Californians called to reduce water usage by 20%
- April 1, 2015:
 - Snowpack water content at a record level low
 - State Water Board directed to impose restrictions on urban water suppliers
 - A 25% reduction in potable urban water usage through February 2016

Renewed Prohibitions

- Watering outdoor landscapes in a way that causes runoff onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures
- Washing a vehicle using a hose without a shut-off nozzle or other device that will immediately stop the flow of water when not in use
- Using potable water to wash driveways or sidewalks
- Using potable water in a fountain or otherwise decorative water feature, except where the water is recirculated

New Regulations

- No irrigation of turf or ornamental landscapes during and 48 hours after measurable rain
- Restaurants and other food service establishments can only serve water to customers upon request
- Operators of hotels and motels must provide guests with the option of choosing not to have towels/linens laundered daily and prominently display notice of this option
- Customers will be informed by their water utility when the utility is aware of leaks that are within the customer's control.
- Customers must also adhere to additional restrictions put forth by their water provider

Governors Executive Order

- Replace 50,000,000 square feet of lawns with drought tolerant landscapes
- Campuses, golf courses, cemeteries - required to adopt efficiency measures designed to reduce water usage
- Use of potable water to irrigate “ornamental turf on public street medians” - prohibited
- Irrigation with potable water outside of newly constructed homes and buildings must be drip or microspray systems
- Local agencies required to update “Water Efficient Landscaping Ordinance”

New Possibilities



Our Water Providers

- Sacramento County Water Agency
 - Reduce water usage by 32%
 - Limited watering to one day per week (8pm and 6am)
 - Lawn replacement rebates under consideration
- Golden State Water Company
 - Reduce water usage by 36%
 - Limited watering to two days per week (7pm and 8am)
 - Lawn replacement rebates under consideration
- California American Water
 - Reduce water usage by 20%
 - Limited watering to two days per week
 - Currently offering lawn replacement rebates
- City of Folsom Water District
 - Limited watering to two days per week (10pm and 10am)

Current Efforts & Challenges

- City webpage provides information on watering days, conservation resources, and drought tolerant landscaping options
- Common phone calls from residents:
 - Is the City providing rebates so I can replace my lawn with more drought tolerant landscape?
 - What are my watering restrictions?
 - I'd like to report water waste from businesses and neighbors.
- Dead and dying lawns as residents strive to conserve water

Opportunities

- More education and outreach to residents and businesses
 - Social media campaign?
- Landscaping Ordinance (Ch. 23.716)
 - Should the City consider additional policies related to landscaping?
- Enforcement
 - The City's role on enforcement?
 - The City's position on dead and dying lawns?

Drought Tolerant



Drought Resources

- Our City's Webpage
 - [Water Conservation News & Information](#)
- State Water Resources Control Board Webpage
 - [State Water Board Emergency Regulations](#)
- EcoLandscape California (River-Friendly Landscaping)
 - [WaterSmart Plants for the Sacramento Region](#)

Questions/Discussion

Drought and Water Conservation Update

May 18, 2015



California Drought

- California in its fourth drought year
- April 25, 2014:
 - Governor's Executive Order and Proclamation declared continued State of Emergency in California
 - Californians called to reduce water usage by 20%
- April 1, 2015:
 - Snowpack water content at a record level low
 - State Water Board directed to impose restrictions on urban water suppliers
 - A 25% reduction in potable urban water usage through February 2016

Renewed Prohibitions

- Watering outdoor landscapes in a way that causes runoff onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures
- Washing a vehicle using a hose without a shut-off nozzle or other device that will immediately stop the flow of water when not in use
- Using potable water to wash driveways or sidewalks
- Using potable water in a fountain or otherwise decorative water feature, except where the water is recirculated

New Regulations

- No irrigation of turf or ornamental landscapes during and 48 hours after measurable rain
- Restaurants and other food service establishments can only serve water to customers upon request
- Operators of hotels and motels must provide guests with the option of choosing not to have towels/linens laundered daily and prominently display notice of this option
- Customers will be informed by their water utility when the utility is aware of leaks that are within the customer's control.
- Customers must also adhere to additional restrictions put forth by their water provider

Governors Executive Order

- Replace 50,000,000 square feet of lawns with drought tolerant landscapes
- Campuses, golf courses, cemeteries - required to adopt efficiency measures designed to reduce water usage
- Use of potable water to irrigate “ornamental turf on public street medians” - prohibited
- Irrigation with potable water outside of newly constructed homes and buildings must be drip or microspray systems
- Local agencies required to update “Water Efficient Landscaping Ordinance”

New Possibilities



Our Water Providers

- Sacramento County Water Agency
 - Reduce water usage by 32%
 - Limited watering to one day per week (8pm and 6am)
 - Lawn replacement rebates under consideration
- Golden State Water Company
 - Reduce water usage by 36%
 - Limited watering to two days per week (before 8am and after 7pm)
 - Lawn replacement rebates under consideration
- California American Water
 - Reduce water usage by 20%
 - Limited watering to two days per week
 - Currently offering lawn replacement rebates
- City of Folsom Water District
 - Limited watering to two days per week (10pm to 10am)

Current Efforts & Challenges

- City webpage provides information on watering days, conservation resources, and drought tolerant landscaping options
- Common phone calls from residents:
 - Is the City providing rebates to replace my lawn?
 - What are my watering restrictions?
 - How do I report water waste?
- Dead and dying lawns as residents strive to conserve water

Opportunities

- More education and outreach to residents and businesses
 - Social media campaign
- Landscaping Ordinance (Ch. 23.716)
 - Should the City consider additional policies related to landscaping?
- Enforcement
 - Is there a role for the City to conduct enforcement?
 - The City's position on dead and dying lawns?

Drought Tolerant



Drought Resources

- Our City's Webpage
 - [Water Conservation News & Information](#)
- State Water Resources Control Board Webpage
 - [State Water Board Emergency Regulations](#)
- EcoLandscape California (River-Friendly Landscaping)
 - [WaterSmart Plants for the Sacramento Region](#)

Questions/Discussion

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **DISCUSS PROPOSED HIGH DENSITY HOUSING PROJECT ON A VACANT PARCEL WITHIN WITH CAPITAL VILLAGE SPECIAL PLANNING AREA**



PROJECT:	New High Density Housing project within Capital Village
FILE:	A formal application is pending.
LOCATION:	Southwest of the intersection of Bridgeway Drive and Disk Drive.
APN:	072-0680-072-0000
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDED ACTION

Provide preliminary direction to staff and project proponents regarding this proposed project.

RESULT OF RECOMMENDED ACTION

No formal action is requested of Council at this time. Council direction will allow the project proponents to decide whether they wish to proceed with their application. If Council approval is unlikely, then the applicants might choose to withdraw the project and avoid the expenses associated with the project review.

BACKGROUND

The Planning Department has received significant interest for a new high density residential development (approximately 194 units) to be located south of the intersection of Data Drive and Disk Drive within the Capital Village Special Planning Area (Figure 1). This site was intended for mixed use buildings with underground parking, retail on the ground floor, and residential on the upper floors. While there are few standards for this designation, residential uses were permitted up to 40 units/acre and 150 feet maximum building height. The subject property is bounded by the Data and Disk Drive to the north, Bridgeway Drive and Village Green Park to the east, Capital Village Lane to the south, and existing commercial develop to the west. Approval of this request would require the following entitlements:

- **General Plan Map Amendment:** Amend the land use designation to High Density Residential (HDR) or other designation that would be consistent with the approved Capital Village standard that allows densities up to (40 units/ acre). The high density housing was approved in 2005 as part of the Capital Village project; however the site was changed in 2006 to Downtown Planning Area-Local Town Center (LTC) and Medium Density Residential (MDR)

that has a maximum density of (18 units/ acre). Correcting this map error would bring the General Plan map consistent with the approved Special Planning area and Housing Element which projected approximately 200 market rate units for the site (Figure 2).

- **Special Planning Area Amendment:** The project area is zoned “loft” which is consistent with the City’s Commercial Mixed Use (CMU) zone. This would be to allow high density housing (40 units/ acre) as a permitted use instead of just the Loft/Commercial Mixed Use (CMU) with the same density standard.
- **Development Agreement (DA) amendment:** To amend the “permit uses” section to include high density housing instead of just CMU. Staff will need to clarify all fees and maintenance obligations associated with the new multifamily complex.
- **Design Review:** This will be required for the construction of a four-story apartment complex with parking area and landscaping. A traffic report will be required for the submittal.
- **Possible Adjustment Permit (Parking):** Based on the conceptual site plan’s approximate 25% parking deficiency.

FIGURE 1: Location Map (5.18 acres)



POLICY CONSIDERATIONS

There are a number of factors that merit consideration of a market rate high density residential complex at the proposed location, including:

- § The housing element indicates that there is a lack of new high density market rate housing within the City. Is the subject site the appropriate site to meet this need or should staff look into alternative within the City?
- § Does the Council have any issues with the proximity of the proposed high density residential uses next to the existing Village Green Park, existing townhomes, and commercial center located within the City's Downtown Planning Area?
- § Is the loss of the mixed use component something the City Council would support? The applicant (Tom Allen with A.G. Spanos Companies) has indicated that there currently isn't a market for the envisioned mixed use component as the potential for vacant retail and structural design would render the project economically infeasible.
- § Are there any other potential uses currently allowed within the Special Planning Area, that the Council would prefer at the subject location? This could include more single family dwellings, commercial uses, or more similar townhome products.

FIGURE 2: Existing General Plan Designations



FIGURE 3: Proximity of Existing Apartment Complexes



A survey of the existing apartment complexes within the close proximity or the proposed project site is provided as Figure 3. The closest apartment is Bishop Court at half a mile away on Data Drive.

CONCLUSION

This discussion is intended to brief the City Council on the forthcoming application. No formal action is needed at this time. Staff is seeking City Council direction should a formal application be made for the entitlements mentioned above. This item will require the action at a future meeting should the applicant choose to proceed.

Policy Discussion:
High Density Apartments
Within the Capital Village
Special Planning Area

Rancho Cordova City Council
Matthew Diaz, Project Planner
May 18, 2015

Today's Purpose

- Preliminary discussion with City Council.
- Opportunity for community to participate before project moves into formal review.
- Council preferences will allow applicant to make an informed decision on whether to proceed with the project.
- If Council views this project favorably, then staff will begin the formal review process.

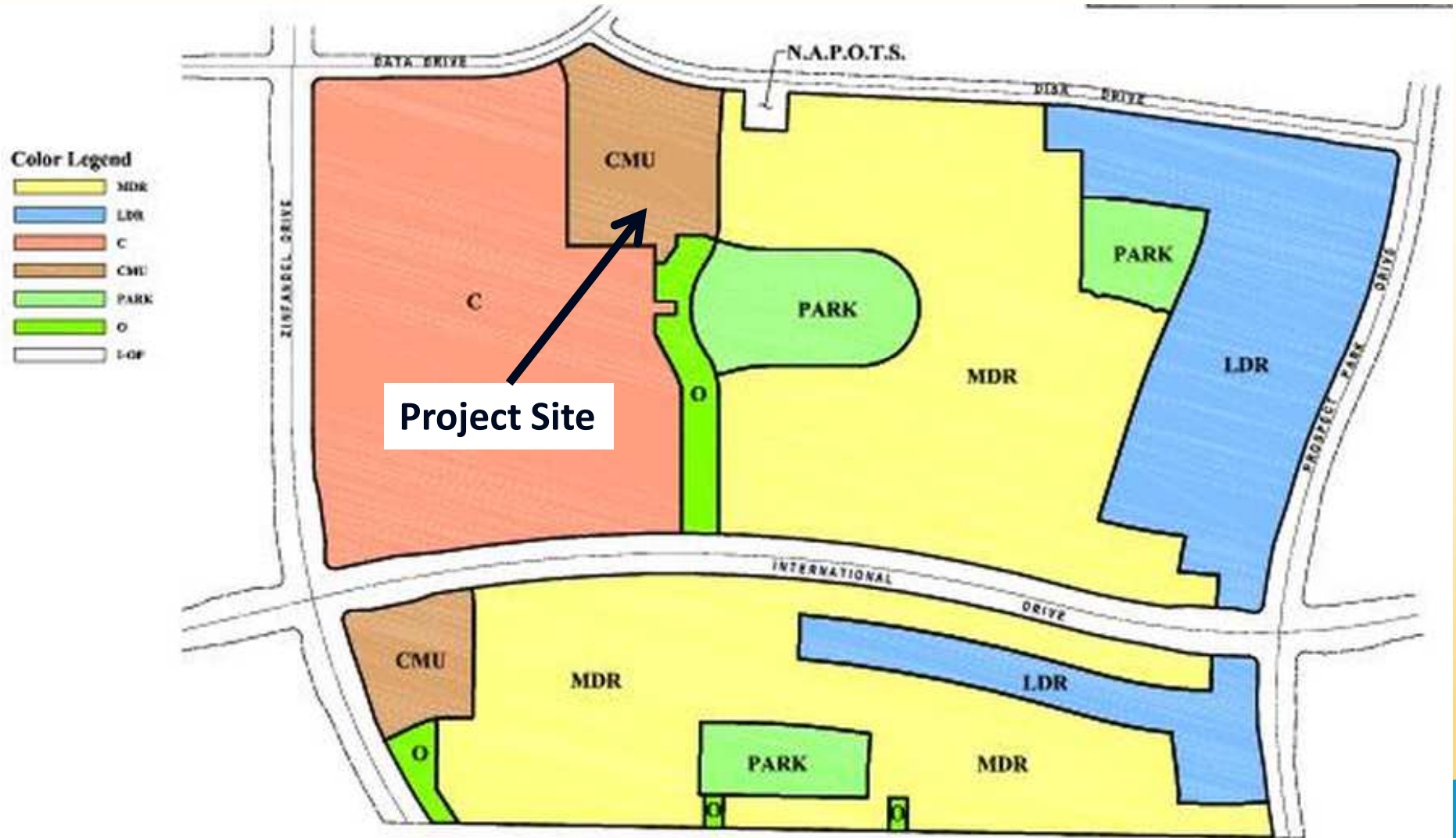
Regulatory Background

- Subject property is located within the “Loft” designation that functions much like the CMU zoning district.
- Land Uses are governed by the Capital Village Special Planning Area plan approved in 2005.

Aerial of Subject Properties

Project
Site

Previous Land Use Designations



Office Mixed Use

Current Land Use Designation

Public/ Quasi Public

Medium Density Residential

Downtown Planning Area- Local Town Center

DTPA

3141

10850

10852

10854

10856

10858

10860

10862

10864

10866

10868

10870

10872

10874

10876

10878

10880

10882

10884

10886

10888

10890

10892

10894

10896

10898

10900

10902

10904

10906

10908

10910

10912

10914

10916

10918

10920

10922

10924

10926

10928

10930

10932

10934

10936

10938

10940

10942

10944

10946

10948

10950

10952

10954

10956

10958

10960

10962

10964

10966

10968

10970

10972

10974

10976

10978

10980

10982

10984

10986

10988

10990

10992

10994

10996

10998

11000

11002

11004

11006

11008

11010

11012

11014

11016

11018

11020

11022

11024

11026

11028

11030

11032

11034

11036

11038

11040

11042

11044

11046

11048

11050

11052

11054

11056

11058

11060

11062

11064

11066

11068

11070

11072

11074

11076

11078

11080

11082

11084

11086

11088

11090

11092

11094

11096

11098

11100

11102

11104

11106

11108

11110

11112

11114

11116

11118

11120

11122

11124

11126

11128

11130

11132

11134

11136

11138

11140

11142

11144

11146

11148

11150

11152

11154

11156

11158

11160

11162

11164

11166

11168

11170

11172

11174

11176

11178

11180

11182

11184

11186

11188

11190

11192

11194

11196

11198

11200

11202

11204

11206

11208

11210

11212

11214

11216

11218

11220

11222

11224

11226

11228

11230

11232

11234

11236

11238

11240

11242

11244

11246

11248

11250

11252

11254

11256

11258

11260

11262

11264

11266

11268

11270

11272

11274

11276

11278

11280

11282

11284

11286

11288

11290

11292

11294

11296

11298

11300

11302

11304

11306

11308

11310

11312

11314

11316

11318

11320

11322

11324

11326

11328

11330

11332

11334

11336

11338

11340

11342

11344

11346

11348

11350

11352

11354

11356

11358

11360

11362

11364

11366

11368

11370

11372

11374

11376

11378

11380

11382

11384

11386

11388

11390

11392

11394

11396

11398

11400

11402

11404

11406

11408

11410

11412

11414

11416

11418

11420

11422

11424

11426

11428

11430

11432

11434

11436

11438

11440

11442

11444

11446

11448

11450

11452

11454

11456

11458

11460

11462

11464

11466

11468

11470

11472

11474

11476

11478

11480

11482

11484

11486

11488

11490

11492

11494

11496

11498

11500

11502

11504

11506

11508

11510

11512

11514

11516

11518

11520

11522

11524

11526

11528

11530

11532

11534

11536

11538

11540

11542

11544

11546

11548

11550

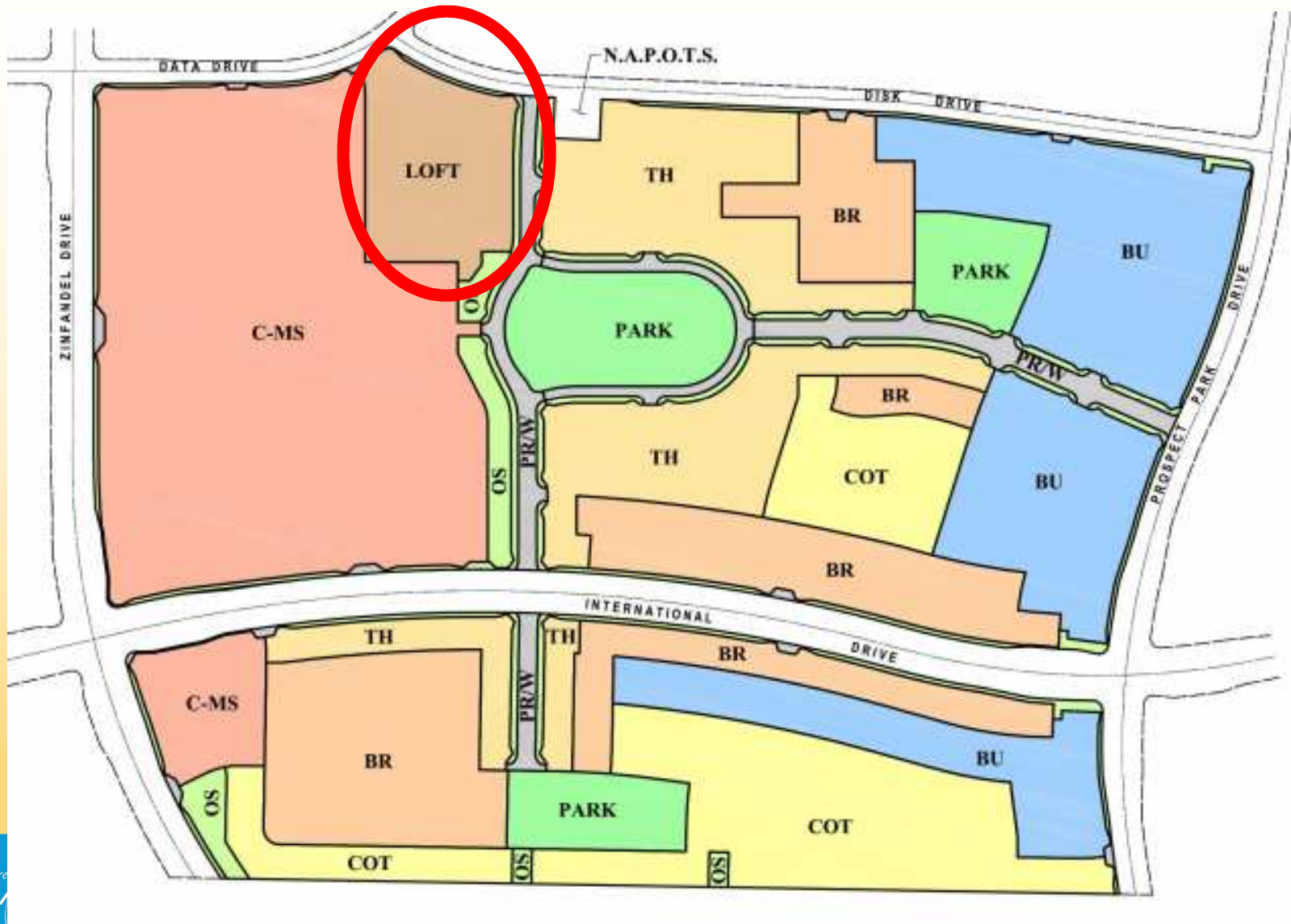
11552

11554

11556

11

Existing Zoning



Conceptual Architecture



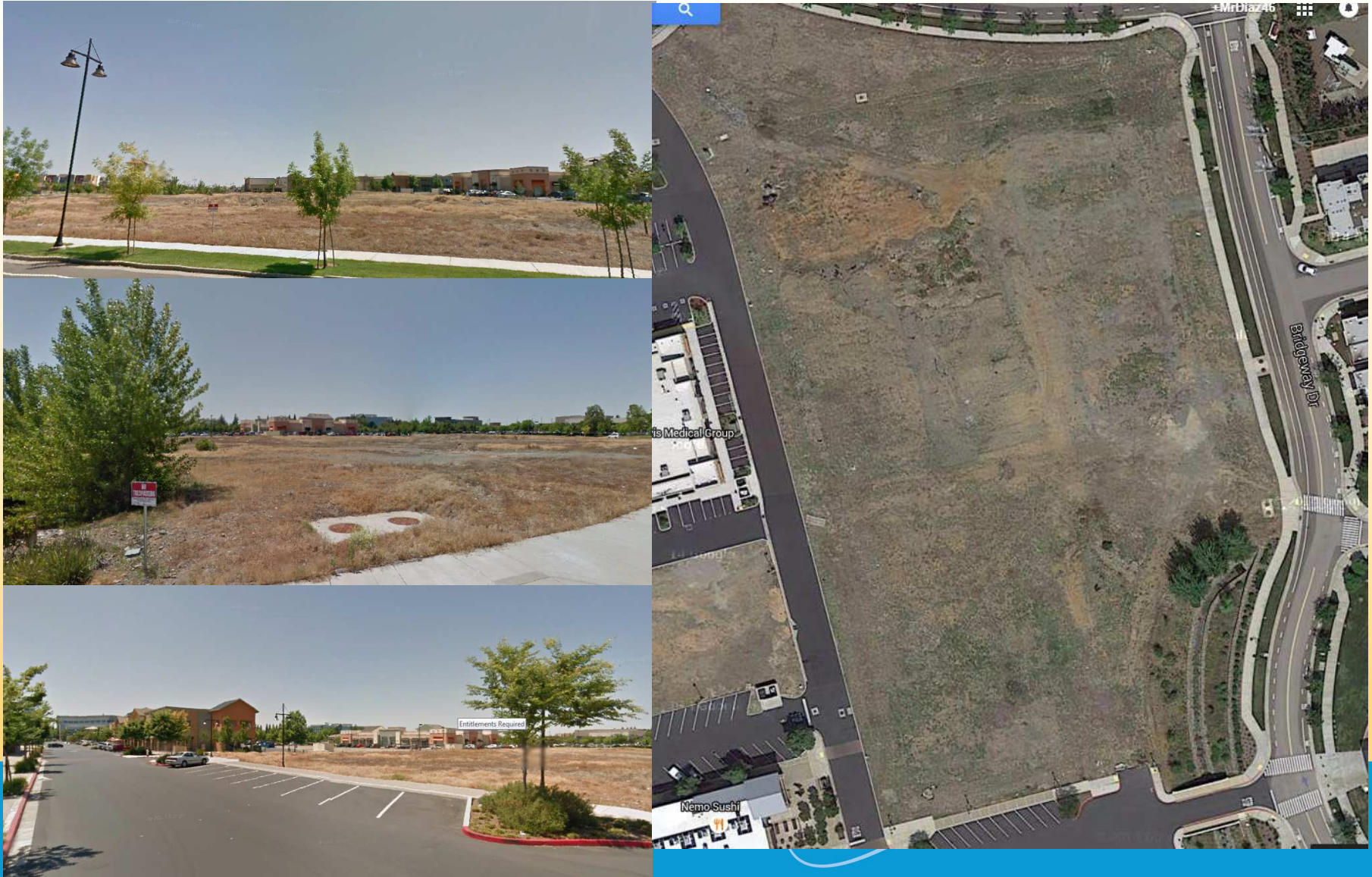
live/work - retail



community icon



Existing Conditions



Potential Application

- Approximately 194 market rate units
- 4-stories with no retail
- “tuck” under garages and parking at the center of the complex
- Community center with shared area
- Would require approval by the City Council prior to construction

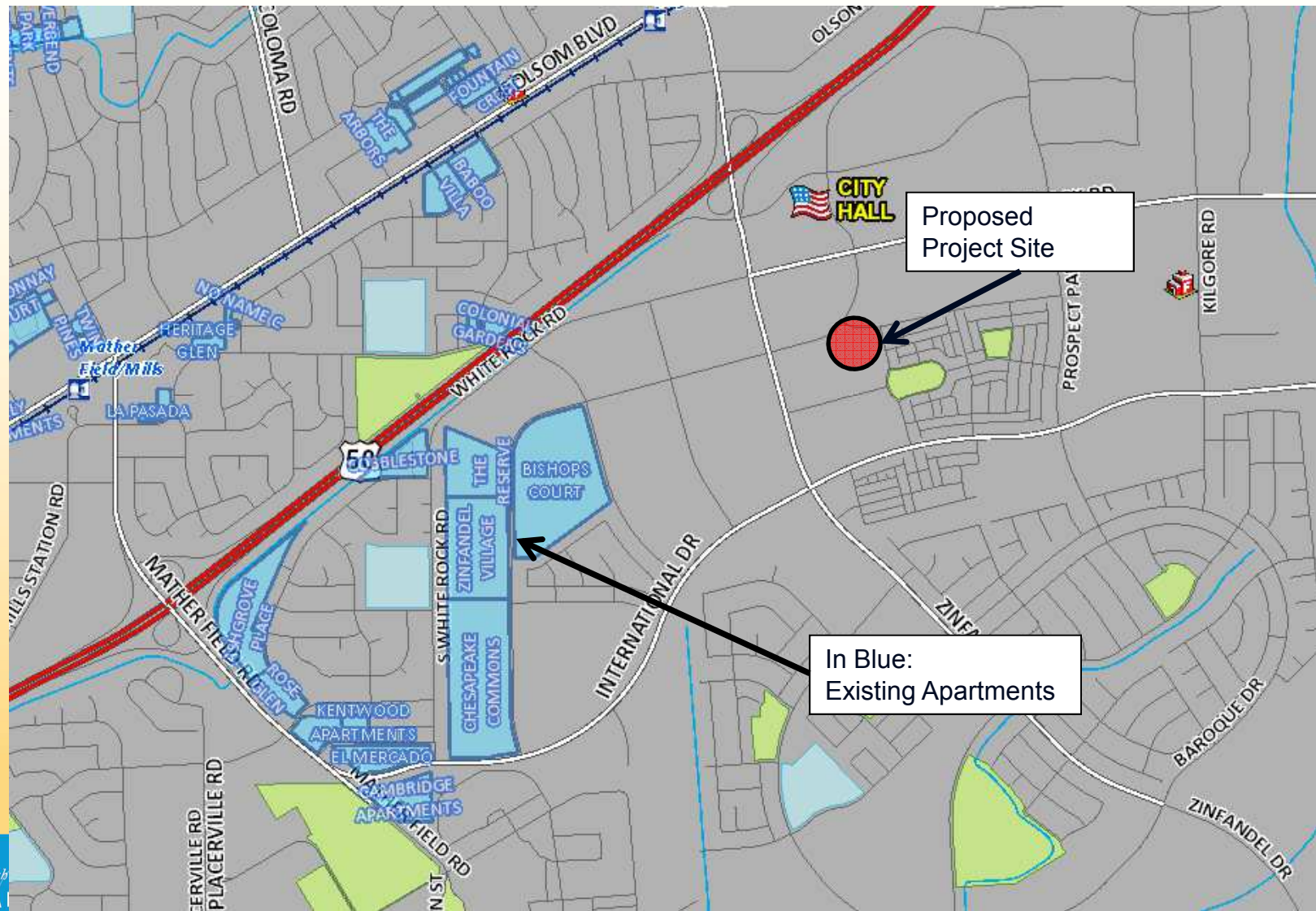
Entitlements Required

- General Plan Map Amendment
 - Amend inconsistent General Plan designation to increase allowed units from 18 du/ac to 40 du/ac.
- Special Planning Area Amendment
 - To allow HDR by-right instead of just CMU
- Development Agreement (DA) Amendment
 - To allow HDR as a permitted multifamily use
- Design Review
- Possible Adjustment Permit (Parking)

Issues for consideration

- Will high density housing, with no mixed use retail, fit with the surrounding uses?
 - Capital Village housing and park
 - Downtown Planning Area Commercial and offices
- Proximity to other Apartments?
- Issues with New Market Rate?

Proximity of Existing Apartment Complexes



Council Direction Requested

- Does Council support amending the General Plan and zoning for the subject parcels?
- Are there other approaches the Council wishes staff to explore?

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Reinvestment Manager

SUBJECT: REPLACEMENT OF REDEVELOPMENT AGENCY (RDA) POWERS AND AUTHORITY



RECOMMENDATION

Adopt Resolution No 55-2015.

RESULT OF RECOMMENDED ACTION

Proposed action to support continued reliance upon the findings justification for and blight remediation goals of the original City Redevelopment Plan (the "Plan") as a guide for future City activities, will allow staff to take advantage of current opportunities to advance those goals. Staff will return to the Council with recommendations for a complete update of the RDA replacement program based substantially upon the same goals, policies and strategies of the prior adopted "Plan". Staff will also return with specific recommendations related to immediate opportunities to advance blight remediation goals.

BACKGROUND

In 2006 the City of Rancho Cordova adopted its Redevelopment Plan broadly empowering its Redevelopment Agency to remediate blight within the boundaries of the Rancho Cordova Redevelopment Plan. In 2012, an act of the Legislature and a decision of the Supreme Court dissolved all California redevelopment agencies thereby eliminating blight remediation powers enjoyed by those agencies for more than 50 years and prematurely curtailing redevelopment efforts in this City.

During its short life, the City of Rancho Cordova Redevelopment Agency, in furtherance of the adopted "Plan", was able to accomplish some of its goals; troubled, foreclosed and abandoned apartment and single family units were assembled, demolished and in several cases sold to developers who constructed quality replacement. The demolition of the "Stagger Inn" became a "promise kept". As the City program matured, staff was successful in its pursuit of grant funds and learned and used lessons related to leverage and negotiation. With the demise of this City's RDA, tax increment funding authority no longer existed and nearly all new RDA initiated reinvestment efforts ceased. In January 2015, new funding in the form of an annual allocation of carbon credit auction proceeds became available. The Affordable Housing and Sustainable Communities program (AHSC), gives preference to communities with high quality transit opportunities (e.g. light rail) and activities within "Disadvantaged Communities" both of which are found within the historic but dissolved Redevelopment Plan area of this City. Additionally,

Measure “H” funding promises by way of an annual sales tax commitment to respond to citizen concerns of safety, image improvement, connectivity, and balanced neighborhood residential opportunity all topics addressed in a redevelopment project.

Finally, a major reason for this requested action is the opportunity recently presented by offerings for sale of certain properties in the “Plan” area; properties some of which are challenged by among other things the age of the structures, antiquated site planning, deferred maintenance and less than stellar management.

The opportunity exists to attract funding and both for-profit and non-profit partners who will work with the City to turn around complexes and neighborhoods extending the life of some buildings, replacing others while expanding the types of residential opportunities available. Unfortunately, the framework of authority and powers conveniently offered through Redevelopment law are no longer available. Local policies must now be adopted to guide these efforts, especially if the efforts are to focus on neighborhood-wide issues. The City Attorney feels confident that the approaches taken with the prior approved Redevelopment Plan, if restated and readopted, will adequately state the purposes and intent of the City Council with respect to the “Plan” Area. However, to carry out the efforts and goals of the 2006 “Plan” the City will need to carefully rely upon the police powers inherent in California general law cities as well as those legislatively provided to general law cities, and likewise be subject to and compliant with the limitations legislatively imposed on the City.

FISCAL IMPACT

Staff will return to the City Council with a request for a specific allocation of either General fund or Measure “H” funding to be used as match money to a commitment from a yet to be selected participating partner.

ATTACHMENT

Resolution No 55-2015.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 55-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A NEIGHBORHOOD REINVESTMENT PLAN
IN FURTHERANCE OF CONTINUING THE BLIGHT REMEDIATION WORK INITIALLY
UNDERTAKEN BY THE CITY'S REDEVELOPMENT AGENCY FOR THE PRIOR RANCHO
CORDOVA REDEVELOPMENT PROJECT AREA**

WHEREAS, in July, 2006, there was a Community Redevelopment Agency in the City of Rancho Cordova (the "Agency") then duly constituted under the laws of the State of California. On July 5, 2006, by the adoption of ordinance 43-2006 the City Council of the City of Rancho Cordova (the "City Council") adopted the Redevelopment Plan (the "Plan") for the Rancho Cordova Redevelopment Project (the "Project"). The purpose of the "Plan" was to include portions of the City of Rancho Cordova (the "City") in a redevelopment project area (the "Project Area"). The "Plan", including all maps and documents contained therein or incorporated therein by reference, a copy of which is on file in the office of the City Clerk, is hereby incorporated into this Resolution by reference and made a part hereof.

WHEREAS, in 2012, by act of the Legislature and decision of the Supreme Court, all redevelopment agencies throughout the state of California were dissolved, including the Rancho Cordova Redevelopment Agency. Prior to its dissolution in 2012, the Rancho Cordova Redevelopment Agency successfully and diligently pursued the goals set forth in the "Plan" whereby the City sought to alleviate the conditions of blight within the Project Area as detailed in "Plan" adoption documents listed above. But the dissolution left the Agency and the City with much of the work of the "Plan" undone.

WHEREAS, as an element of the 2006 adoption of the "Plan" prior to the approval of the Plan, the City Council received from the Agency the "Plan" for the Project, together with the Agency's Report to the City Council on the Rancho Cordova Redevelopment "Plan" Adoption ("Report to Council") which included a description of the reasons for selection of the Project Area, a description of the projects proposed to be undertaken by the Agency, a description of the physical and economic conditions existing in the Project Area, the proposed method of financing the redevelopment of the Project Area, a plan for the relocation of families and persons who may be temporarily or permanently displaced from housing facilities in the Project Area, an analysis of the Preliminary "Plan", the report and recommendations of the Planning Commission of the City of Rancho Cordova (the "Planning Commission") as to the conformity of the "Plan" with the City's General Plan, the Owner Participation Rules, an implementation plan, a neighborhood impact report, a summary of consultations with Project Area owners and businesses, an environmental impact report on the "Plan" (the "Final EIR"), the report of the county fiscal officer and the Agency's analysis thereof and summary of consultations with taxing agencies;

WHEREAS, prior to adoption of the "Plan", the Agency as lead agency under the California Environmental Quality Act ("CEQA") prepared and certified a Final EIR for the "Plan". The City Council, as a Responsible Agency under CEQA, considered the certified Final EIR before approving and adopting the "Plan" and adopted CEQA mitigation findings, findings regarding alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program as further set forth in Resolution 118-2006, dated June 26, 2006 and incorporated herein by reference.

WHEREAS, at the time of “Plan” approval, based on the evidence in the record before it, including, but not limited to, the Report to Council and all documents referenced therein the City Council made numerous findings and determinations, including but not limited to the finding that the Project Area was then a blighted area, . That finding was based on the following conditions which were found to then characterize the Project Area:

Physical Blighting Conditions

(1) Buildings in which it is unsafe or unhealthy for persons to live or work, including buildings characterized by serious building code violations, physical and structural deficiencies, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, lead paint hazards, and other similar factors.

(2) Factors that prevent or substantially hinder the economically viable use or capacity of buildings or lots, including flood hazards, adverse soil conditions, illegal dumping, the presence of hazardous waste, landlocked parcels, impaired access and circulation, and similar factors including obsolescence.

(3) Adjacent or nearby incompatible uses that prevent economic development, including residential uses in close proximity to warehouse and industrial uses, commercial and residential uses in proximity to interstate highways and rail lines, and similar incompatible uses in close proximity.

(4) Existence of subdivided lots of irregular form and inadequate size in multiple ownerships.

Economic Blighting Conditions

(1) Depreciated or stagnant property values or impaired investments, including properties contaminated with potentially hazardous materials and wastes.

(2) Abnormally high business vacancies, abnormally low lease rates, and vacant or abandoned properties.

(3) Residential overcrowding, excessive adult businesses, and high crime rates.

Inadequate Public Improvements

(1) Deficient street and sidewalk conditions.

(2) Circulation deficiencies.

(3) Inadequate sewage and wastewater facilities.

The City Council further found that the foregoing conditions are so prevalent and so substantial that they are causing and will increasingly cause a reduction of, and lack of, proper utilization of the area to such an extent that they constitute a serious physical and economic burden on the City which cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment. This finding is based on the fact that governmental action available to the City without redevelopment would be insufficient to cause

any significant correction of the blighting conditions, and that the nature and costs of the public improvements and facilities and other actions required to correct the blighting conditions are beyond the capacity of the City and private enterprise acting alone or in concert without redevelopment. The City Council also found that the carrying out of the "Plan" will promote the public peace, health, safety and welfare of the City of Rancho Cordova and that the implementation of the "Plan" will benefit the Project Area by correcting conditions of blight as previously described herein, by coordinating public and private actions to stimulate development and improve the economic and physical conditions within the Project Area, and by increasing employment, recreation and housing opportunities within the City.

It was found that there was no anticipation of the need for the displacement of persons; however, in the event any displacement does occur, there would be a feasible method and plan for the relocation of families, persons and businesses that might be temporarily or permanently displaced as a result of Agency action. This finding is based upon the fact that the Agency has adopted Relocation Rules and Regulations and Rules Governing Participation by Property Owners and Preferences for Business Occupants which each provide guidelines in the event that displacement of families, persons or businesses is necessary. Furthermore the "Plan" requires provision of relocation assistance in accordance with applicable law.

Additionally it was observed that the elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone, without aid and assistance. This finding is based upon the existence of blighting influences, as described in the Agency's Preliminary Report and Report to Council, including the lack of adequate public improvements and facilities, structural deficiencies, dilapidation and deterioration, factors that hinder economically viable use, lots of irregular, form, shape and inadequate size, depreciated or stagnant property values or impaired investments, and excessive vacant lots as enumerated in the record including the Report to Council. The lack of private investment incentive, and the cost of requiring individuals (through assessments or otherwise) to eradicate or significantly alleviate such blighting conditions, and the inadequacy of other governmental programs and financing mechanisms to eradicate or significantly eliminate such blighting conditions, make elimination of blight in the Project Area infeasible without aid and assistance.

WHEREAS, with the approval of the "Plan" the City Council stated the City's purposes and intent with respect to the Project Area and the goals and accomplishments sought to be achieved by the adoption of the Plan as follows:

1.1 ECONOMIC DEVELOPMENT

1.1.1. Retain existing businesses and attract new businesses to Project Area locations designated for business activity; promote economic development of environmentally sound, light industrial and commercial uses.

1.1.2 Increase employment opportunities and job training.

1.1.3 Assist neighborhood commercial revitalization, and attract more uses that serve the local community including neighborhood- serving retail.

1.1.4 Promote historical and cultural programs, improvements, amenities, and other development to revitalize the Project Area.

1.2 BUILDING REHABILITATION

1.2.1 Stimulate opportunities for adaptive re-use and preservation of existing building stock in the Project Area.

1.2.2 Facilitate economic development by improving and rehabilitating substandard buildings and targeting infill on vacant lots in the Project Area.

1.2.3 Encourage and assist the rehabilitation of historically significant properties to avoid demolition or replacement.

1.2.4 Provide opportunities for participation by owners and tenants in the revitalization of their properties.

1.3 TRANSPORTATION AND CIRCULATION

1.3.1 Improve pedestrian and vehicular circulation in the Project Area through the assembly of land into parcels suitable for modern, integrated development.

1.3.2 Develop a transportation system integrated with the pattern of residential, commercial and shopping areas to provide safe, convenient and efficient movement within the City and to other parts of the region.

1.3.3 Facilitate and encourage transit oriented development throughout the Project Area and City-wide.

1.4 SITE PREPARATION AND DEVELOPMENT

1.4.1 Stimulate in-fill development and land assembly opportunities on obsolete, underutilized, incompatible and vacant property in the Project Area.

1.4.2 Redesign and redevelop areas that are stagnant or improperly utilized.

1.4.3 Mitigate and reduce conflicts between residential and industrial uses in the Project Area.

1.5 PUBLIC IMPROVEMENTS AND FACILITIES

1.5.1 Provide the framework and infrastructure for restoring economic health to the Project Area.

1.5.2 Provide streetscape improvements, utility undergrounding, open space, parking and community facilities to enhance neighborhood quality and foster economic and neighborhood vitality.

1.5.3 Develop adequate civic, recreational, educational and cultural centers in locations for the best service to the community and in ways that will promote a sense of community and civic pride.

1.5.4. Improve public safety for people living and working in the Project Area.

1.5.5 Minimize/eliminate environmental hazards within the Project Area.

1.6 HOUSING

1.6.1 Improve the quality of housing by assisting new construction, rehabilitation, and conservation of single- and multi-family homes.

1.6.2 Expand, improve, and preserve the City's supply of housing affordable to persons and families with low- and moderate-incomes.

1.6.3 Stimulate home ownership opportunities in the Project Area and City-wide.

WHEREAS, although as a result of the dissolution of redevelopment agencies in 2012, the City can no longer utilize the broad powers of redevelopment to effectuate the above listed goals for the prior Project Area but instead the City must rely upon the general laws of the state including the constitutionally based Police Power, the goals stated above remain a top priority of the City Council within the prior Project Area.

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

Section 1 By virtue of redevelopment agency dissolution, in order to bring about the accomplishment of the unfinished goals of the prior "Plan", Rancho Cordova like all other California general law cities is required to rely upon the broad, general and largely inherent police powers of cities to act in furtherance of protecting and promoting public health safety and welfare. The City Council has reviewed the above stated findings regarding the prior Project Area, and the purposes and intents of the prior "Plan", and confirms that the blighting conditions largely remain in the prior Project Area and the City maintains its goals for the prior Project Area specified as the purposes and intents above. In furtherance of continuing much of the work proposed, anticipated and approved with the 2006 approval of the "Plan", the City Council hereby approves a Neighborhood Reinvestment Plan, which plan will be comprised of (but not limited to) the following elements of the prior "Plan":

- The approved "Plan" Area boundaries
- All reports on blight, physical and economic conditions, business and residential conditions and adequacy of public Improvements in the "Plan" Area
- Goals of accomplishment as described in the "Plan"
- The finding that carrying out the "Plan" will promote public peace, health, safety and welfare of the City of Rancho Cordova
- Adoption of the Relocation Rules and Regulations and the provision of relocation assistance in accordance with applicable law
- The finding that blight and reinvestment in the Project Area could not reasonably be expected to be accomplished by private enterprise alone without and assistance from the City
- The authority to utilize a variety of potential financing resources
- The approved Final EIR

Section 2 In furtherance of the Neighborhood Reinvestment Plan, the City Council hereby directs staff to undertake the following actions:

- To update the studies, findings, “Plan” Area boundaries, EIR, General Plan consistency and other components of the “Reinvestment Plan” which are determined to require such update
- To immediately take advantage of resources and opportunities that become available to address and reduce blight and decline
- Consider the development of area wide neighborhood plans to be used in part as a conduit for citizen input, as a response to safety and other citizen concerns, to identify and utilize local assets, to increase connectivity, to address challenge of poverty and the lack of opportunity and to assist in the general reinvestment process to ensure sustainability of actions undertaken
- To study, research and report to the City Council on the various elements of the Police Power and general law that are available to the City to carry out the work of the Neighborhood Reinvestment Plan;
- To study the appropriate use and application of the power to condemn non-residential properties
- To study and recommend organizational formats which might assist the City in efforts to solicit resident participation and which would define and direct reinvestment in neighborhoods

Section 3 In order to implement and facilitate the effectuation of the Neighborhood Reinvestment Plan hereby approved, the City Council hereby: (a) requests the various officials, departments, boards, and agencies of the City having administrative responsibilities in the Project Area to cooperate to such end and to exercise their respective functions and powers in a manner consistent with accomplishment of the Council’s goals for the Neighborhood Reinvestment Plan, (b) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Neighborhood Reinvestment Plan, and (c) declares its intention to undertake and complete any proceeding, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Neighborhood Reinvestment Plan. The Final EIR for the “Plan”, a copy of which is on file in the office of the City Clerk, is incorporated into this Resolution by this reference and made a part hereof. All activities undertaken by the City of Rancho Cordova pursuant to or in implementation of the Neighborhood Reinvestment Plan, shall be undertaken in accordance with the mitigation measures and monitoring program adopted in connection with the Final EIR and “Plan”, and the City shall undertake such additional environmental review or assessment as necessary at the time of the proposed implementation of such activities.

Section 4 If any part of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Resolution, and the City Council hereby declares that it would have passed the remainder of the Resolution if such invalid portion thereof had been deleted.

Section 5 This Resolution shall be in full force upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova held the ____ day of ____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Brian S. Nakamura, City Manager

SUBJECT: CITY OF RANCHO CORDOVA SPONSORED HOUSING ASSISTANCE PROGRAM, INFORMATION REVIEW, DISCUSSION AND CITY COUNCIL DIRECTION



RECOMMENDATION

That the City Council provide City staff further direction and clarification regarding a City of Rancho Cordova Housing Assistance Program.

RESULT OF RECOMMENDED ACTION

A housing assistance package is typically utilized for incentivizing, attracting and retaining employment and capitalizing on existing and future housing stock. The primary goal of such program is to insure balanced community growth, maintain diversity within the community, and provide gainful employment, citizenship and investment.

Initiation of a housing assistance program within the City of Rancho Cordova may secure a more stable and local community committed workforce. Housing Assistance Programs offered may generate positive benefits towards employees qualifying for a primary residence purchase, whether the employee is a first-time home buyer or not. Just as important are establishment of loan forgiveness criteria. Principal and interest reduction and elimination over a prescribed timeframe provides greatest benefit, but does not reinvest and recirculate dedicated funds. No or low interest loans intended to offer assistance may have the opposite effect if repayment is recorded and a City position is required.

BACKGROUND

As we explore some of the issues that are often encountered when trying to develop creative, competitive and compelling compensation packages for public and private sector employees there are basic compensatory elements related to relocation that are often overlooked as tipping points for attracting talent. These elements are typically referred to as standard moving policy allowances, such as reimbursement for house-hunting trips, moving and storage of household goods, interim living, mortgage incentives and bridge loans. Some municipalities and private sector corporations offer them, but little information is shared as to their true benefits.

Housing/Transition Allowance Tool Kit

How can the City of Rancho Cordova best attract and retain talented people at all levels, ranks and industries through a housing assistance program? Here are some tools to facilitate this discussion:

Possible Tools

- Home Finding Trips, organizations typically cover two house-hunting trips, up to four days in duration with spouse included. This includes the travel costs, meals and transportation during the time the new hire and spouse are visiting the new community and seeking new residence.
- Home Sale/Purchase Incentive, A limited number of employers offer home sale assistance through a third-party broker. This opportunity is rarely used for all employees, rather reserved for senior executives.
- Temporary Living/Storage of Household Goods, most employers pay the packing, moving and unpacking costs of reasonable household goods. Included is the insurance coverage offered by the moving company to insure the household goods during transit. Three to six months of interim living for the new employee is another incentive to consider. Lodging sometimes may include residence at an extended stay hotel or apartment.
- Spouse Career Assistance, in today's economy maintaining the spouse's income level can be an important consideration for a new hire who is considering relocation. Many organizations offer spouse job-seeking assistance through a qualified outplacement agency that can assist the spouse with his or her transition to the new location.
- Duplicate Housing, organizations may wish to provide new hires a limited time monthly stipend to offset duplication of monthly residence payment. New hires are typically faced with overlapping housing costs as a result of varying market conditions. To defray additional costs organizations may provide stipends to ease such financial burden.
- Mortgage Assistance, assists prospective employees in pre-qualifying for a loan or in qualifying for special rate mortgage. This type of service fast-tracks the application, qualification, and closing procedures and provides for an expedited mortgage process.
- Miscellaneous Allowance: a one-time cash payment, which can be utilized for housing relocation, regardless of ownership.

FISCAL IMPACT

The fiscal impact will be determined by the City Council's determination of the program eligibility, establishment as a forgivable or non-forgivable loan and the amount of funds available in the program to qualified homebuyers.