



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

Monday, May 19, 2014

8:30 AM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Dan Skoglund, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Donald Terry, Council Member

Linda Budge, Council Member

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

City Council Regular Mtg	CANCELLED MTG	City Council Special Mtg	CANCELLED MTG	CITY HALL CLOSED
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2014

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2014 CITY HALL CLOSURE DATES						
Wed, Jan 1 - New Year's Day						
Mon, Jan 20 - Martin Luther King Jr. Day						
Mon, Feb 17 - President's Day						
Mon, May 26 - Memorial Day						
Fri, Jul 4 - Independence Day						
Mon, Sep 1 - Labor Day						
Tue, Nov 11 - Veteran's Day						
Thu, Nov 27 - Thanksgiving Day						
Fri, Nov 28 - Day After Thanksgiving Day						
Wed, Dec 24 - Christmas Eve						
Thu, Dec 25 - Christmas Day						

2015 - Proposed

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PROPOSED CITY HALL CLOSURE DATES						
Thu, Jan 1 - New Year's Day						
Mon, Jan 19 - Martin Luther King Jr. Day						
Mon, Feb 16 - President's Day						
Mon, May 25 - Memorial Day						
Fri, Jul 3 - Independence Day (observed)						
Mon, Sep 7 - Labor Day						
Wed, Nov 11 - Veterans Day						
Thu, Nov 26 - Thanksgiving Day						
Fri, Nov 27 - Day After Thanksgiving Day						
Thu, Dec 24 - Christmas Eve						
Fri, Dec 25 - Christmas Day						

2016 - Proposed

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

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

Monday, May 19, 2014

**8:30 AM – Special Meeting/Closed Session
Sacramento Marriott Rancho Cordova
11211 Point East Drive, Rancho Cordova**

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

AGENDA

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. CLOSED SESSION

Council will meet in Closed Session to discuss the following item(s):

- 3.1 PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957
- 3.2 CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Adam Lindgren and Bob Murray.
Unrepresented employee: City Manager
Pursuant to Government Code Section 54957

4. ADJOURNMENT

Mayor Skoglund will adjourn the Closed Session to the Regular Meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Pastor PC Walker from First Covenant Church will give the invocation.

9. OPEN SESSION - REPORT FROM CLOSED SESSION

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

10. PRESENTATIONS

- 10.1 Presentation to 2014 Community Pride Scholarship Winner, Marcella Rocha Rosario.
- 10.2 Presentation to City Semester Internship Scholarship, Valentina Skiba.
- 10.3 Presentation of Proclamation to Rancho Cordova Dodgers on the Occasion of their 10th Anniversary.
- 10.4 Introduction of Gary Goodman, General Manager of Sacramento-Yolo Mosquito & Vector Control District.
- 10.5 Presentation of Proclamation for May is Mental Health Month Presented to Laura Bemis, Stop Stigma Sacramento Speakers Bureau and Sacramento County Mental Health Board and Crystal Kekai Rowlan, Program Lead for the Stop Stigma Sacramento Speakers Bureau and Sacramento County Health Educator.
- 10.6 Leadership Rancho Cordova Play it Forward Presented by Ashley Downton and Albert Stricker.
- 10.7 Recognizing Rancho Cordova City Clerk, Mindy Cuppy, California's 2014 City Clerk of the Year.

11. 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.

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

12. COUNCIL REPORTS

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes of April 21, 2014 Special Meeting and Regular Meeting, April 29, 2014 Special Meeting, and May 12, 2014 Special Meeting.
Recommendation: Adopt Minutes.

- 13.2 **Subject:** Second Reading of Ordinance No. 10-2014, Adopting a First Amendment to the Development Agreement for the Sunridge Lot J Project.
Recommendation: Waive the second reading and adopt Ordinance No. 10-2014.
Result of Recommended Action: Adopting this Ordinance will clarify the development requirements for Sunridge Lot J and Cresleigh Homes with regards to park dedication and timing of park development. The amended Development Agreement will also memorialize park fee rates, require that the applicant provide a phasing plan, and require annexation into the City's stormwater drainage maintenance district.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goal: 2.

- 13.3 **Subject:** Second Reading of Ordinance No. 12-2014, An Ordinance Amending Chapter 23.119 and Chapter 23.743 of Title 23 of the Municipal Code Pertaining to Sign Regulations.
Recommendation: Waive the second reading and adopt Ordinance No. 12-2014.
Result of Recommended Action: Adopting this Ordinance will amend the City's sign standards increasing allowable sign square footage and establishing updated temporary sign standards to be more business-friendly. The amendments also include minor clean-up of contradictory language, updates to definitions, updates to the Unified Sign Program standards, modifications to electronic sign standards, and consolidation of real estate sign standards to ensure the Code is clear and understandable.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goals: 1, 2, 6.

- 13.4 **Subject:** Quarterly Treasurer's Report.
Recommendation: This report is informational only. It is recommended that the report be received and filed.
Result of Recommended Action: This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

Staff Report: Liisa Behrends, Senior Accountant.

Advances Goal: 4

- 13.5 **Subject:** Resolution Calling the November 4, 2014 General Municipal Election and Requesting that Sacramento County Consolidate our General Municipal Election with the Statewide Election.

Recommendation: Adopt Resolution No. 30-2014 calling the November 4, 2014 general municipal election and requesting that the Sacramento County Board of Supervisors consolidate our general municipal election with the statewide election.

Result of Recommended Action: Adoption of the resolution allows for the consolidation of our general municipal election with the statewide election to be held on November 4, 2014 and to obtain election services from the Sacramento County Voter Registration and Elections Department.

Staff Report: Mindy Cuppy, City Clerks Department

Advances Goals: 1, 3, 5.

- 13.6 **Subject:** Temporary Use Permit – Signs Fee.

Recommendation: Adopt Resolution 31-2014.

Result of Recommended Action: Adoption of this resolution would add a new \$60 Temporary Use Permit – Signs Fee to the Planning Department Fee and Deposit Schedule for the processing of Temporary Use Permits for Signs.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 6.

- 13.7 **Subject:** Resolution Authorizing the City Manager to Execute a Three Year On-Call Striping Maintenance Services Agreement with Sierra Traffic Markings, Inc. in an Amount Not to Exceed \$600,000.

Recommendation: Adopt Resolution No. 28-2014.

Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute an on-call contract with Sierra Traffic Markings, Inc. for Citywide striping maintenance. The contract will be set for a three year term and will expire on July 1, 2017.

Staff Report: Cyrus Abhar, Public Works Director and John Samuelson, Operations & Maintenance Manager.

Advances Goals: 1, 2, 5.

- 13.8 **Subject:** Approval of Subdivision No. RC-04-096.02B Final Map of Sunridge Park Phase II Village 2B.

Recommendation: Approve Resolution 29-2014 pertaining to the Final Map of Sunridge Park Phase II Village 2B Subdivision No. RC-04-096.02B being all of Lot 1 of Sunridge Park Phase II recorded in Book 348 of Maps, at Page 1; located at the southeast corner of Douglas Road and Timberland Drive.

Result of Recommended Action: Approval of this recommendation will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) guaranteeing the construction of the public roads and utilities with Woodside 05N, LP and the recording of the final subdivision map creating 8 new residentially zoned lots.

Staff Report: Cyrus Abhar, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.

Advances Goal: 2.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** Rivergate Center Tentative Subdivision Map - Project No. DD8419 – Located at 2310-2352 Sunrise Boulevard.
Recommendation: Adopt the Resolution No. 32-2014.
Result of Recommended Action: Adoption of Resolution No. 32-2014 would approve the applicant's request for a commercial subdivision to divide two existing parcels totaling 14.50 acres into nine new parcels with sizes ranging from 0.11 acres to 5.12 acres. Seven of the new parcels would each contain existing commercial buildings while the remaining two new parcels will eventually contain new commercial buildings once approved. All nine parcels will continue to have cross access, shared parking, and joint landscaped areas.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goals: 1, 2, 6.
- 15.2 **Subject:** Chick-fil-A Major Design Review and Conditional Use Permit - Project No. DD8454 – Located at the northwest corner of Zinfandel Drive and Sunrise Boulevard.
Recommendation: Adopt Resolution 34-2014.
Result of Recommended Action: Adoption of Resolution No. 34-2014 would allow construction of a new 4,526 square foot drive-through Chick-Fil-A restaurant with outdoor seating, new parking configuration and landscaping within the existing Rivergate Shopping Center. This infill project would redesign a southern section of the existing Rivergate parking lot, north of the existing Chevron gas station.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goals: 1, 2, 6.
- 15.3 **Subject:** Rivergate Plaza Pad 2 Major Design Review; Project No. DD8462 – Located at 2352 Sunrise Boulevard.
Recommendation: Adopt Resolution No. 33-2014.
Result of Recommended Action: Adoption of this resolution would allow construction of a new 5,574 square foot multi-tenant commercial building with outdoor seating, new parking configuration and landscaping within the existing Rivergate Shopping Center. This infill project would redesign a section of the existing parking lot east of the new Scooter's coffee kiosk adjacent to Sunrise Boulevard.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goals: 1, 2, 6.
- 15.4 **Subject:** Consideration of an Ordinance of the Rancho Cordova City Council Amending Chapters 6.84, 4.07, and 23.1101 of the Rancho Cordova Municipal Code Related to Smoking, Electronic Smoking Devices, Tobacco Sales to Minors, Tobacco Retailer Licenses, and the Definition of a "Smoke Shop" Related to the Same, with the Purpose of Updating the City's Clean Indoor and Outdoor Air and Health Protection Regulations to Better Protect Individuals from the Negative Effects of Second-hand Smoke from Cigarettes and Electronic Smoking Devices.
Recommendation: Introduce and read by title only Ordinance No. 13-2014.
Result of Recommended Action: Ordinance No. 13-2014 repeals the current outdated smoking ordinance and implements a streamlined set of regulations. The Ordinance treats electronic cigarettes like traditional cigarettes, effectively prohibiting

them wherever the smoking of traditional cigarettes is prohibited. It also prohibits smoking on patios where food or beverages are consumed, and some additional outside public areas in the City. The Ordinance makes necessary changes to other sections of the Municipal Code that cross reference the Smoking Ordinance, such as the Zoning Code's definition of a "smoke shop" and provisions addressing business licenses for tobacco retailers. If the Ordinance passes first reading tonight, it will come back for a second reading and adoption at the June 2, 2014 Council meeting.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Folsom Boulevard Phase IV Complete Streets Project Presentation.

Recommendation: Inform City Council of the planned project features and obtain Council input on design features and project limits.

Result of Recommended Action: Project vision from the City Council will allow staff to move forward with the planning and execution of phase 4 of the Folsom Boulevard Complete Streets Project.

Staff Report: Cyrus Abhar, Public Works Director and Kathy Garcia, Senior Engineer.

Advances Goals: 1, 2, 5.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. CITY MANAGER'S REPORT

19. ADJOURNMENT

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

20. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

21. CLOSED SESSION

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

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Adam Lindgren and Bob Murray.

Unrepresented employee: City Manager

Pursuant to Government Code Section 54957

22. OPEN SESSION - REPORT FROM CLOSED SESSION

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

23. 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, May 23, 2014</i>	<i>City Council Special Meeting/Closed Session (2:00 – 5:00 PM)</i>
<i>Tuesday, May 27, 2014</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i> <i>Topic: Police Options</i>
<i>Monday, June 2, 2014</i>	<i>City Council Special Meeting/Work Session (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, June 10, 2014</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, June 16, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, June 24, 2014</i>	<i>City Council Special Meeting/Work Session (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

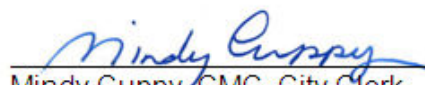
The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune 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, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, May 19, 2014 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, May 15, 2014 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, May 15, 2014 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk



Mosquito Control Matters

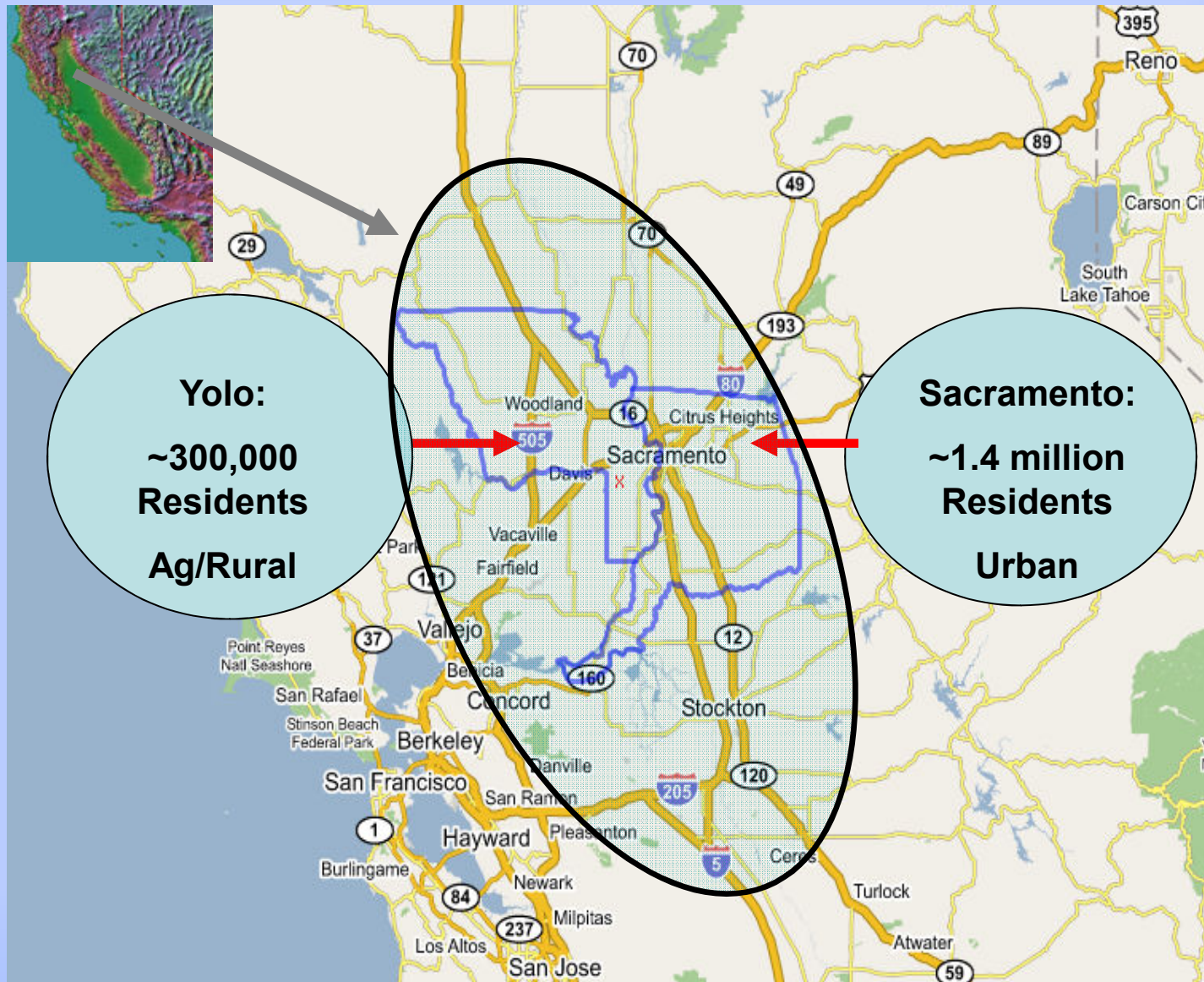
FIGHT THE BITE

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

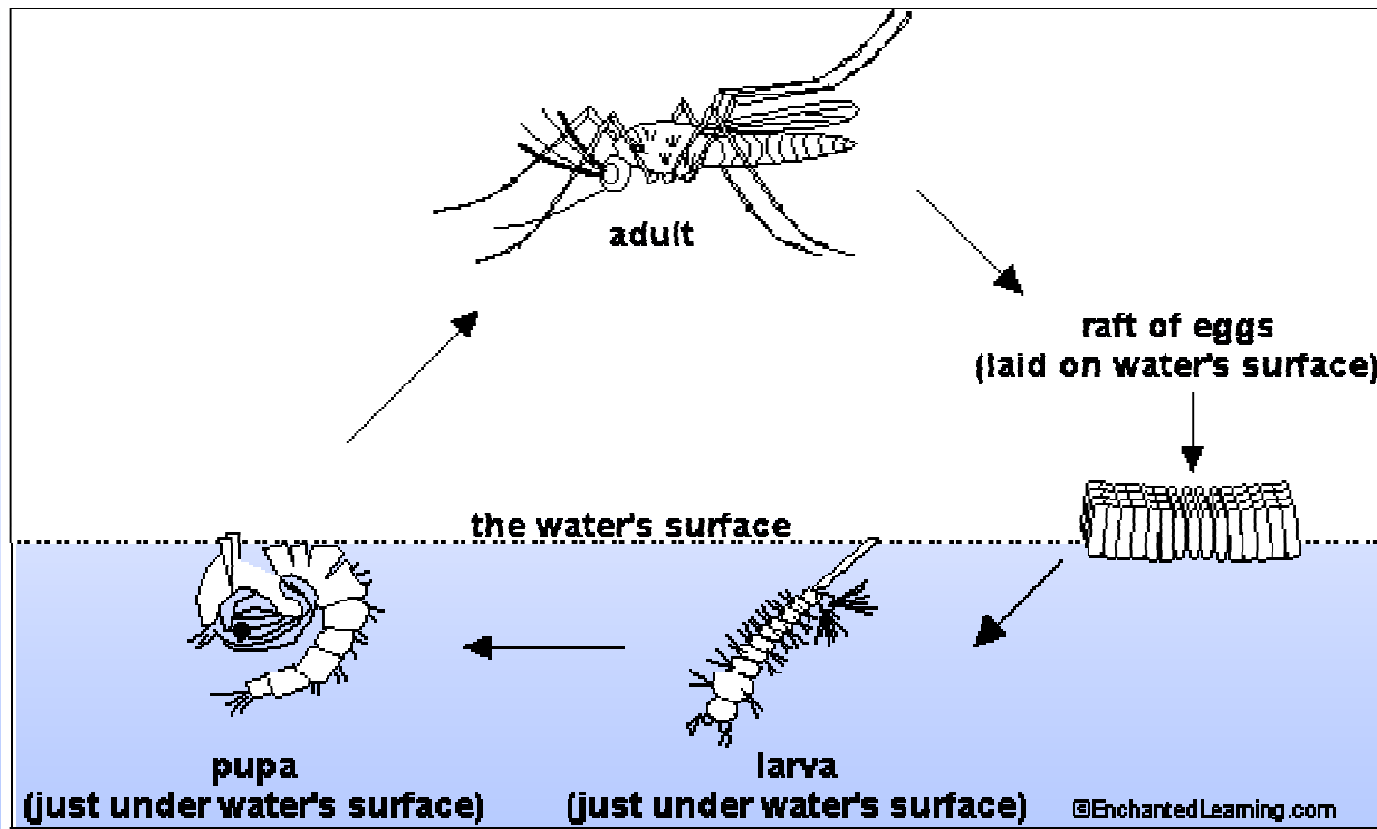
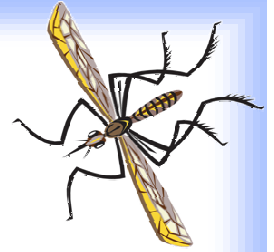
**Gary Goodman
District Manager**

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
CONTROL
DISTRICT

Sacramento and Yolo Counties



Mosquito Life Cycle



egg → larva → pupa → adult

Mosquito Life Cycle



Egg Raft



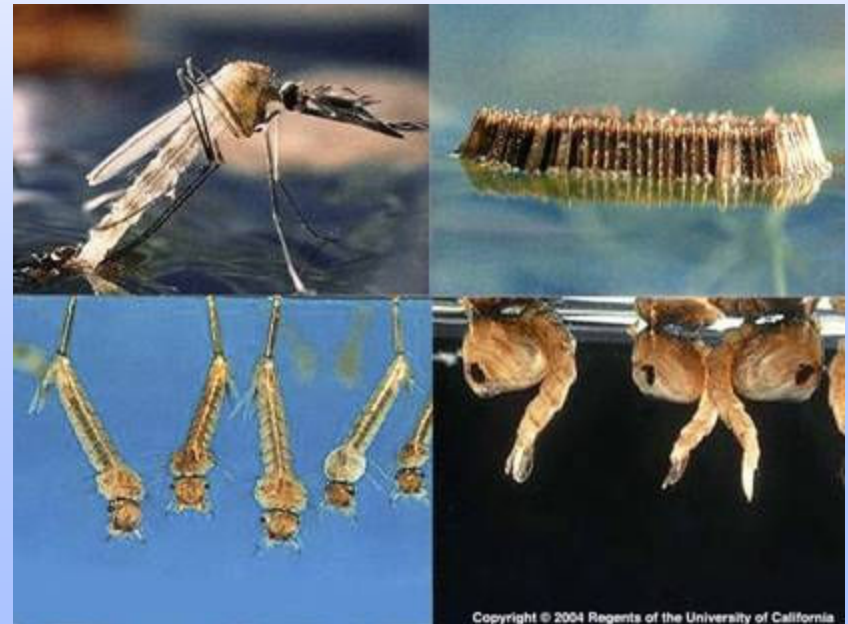
Larva



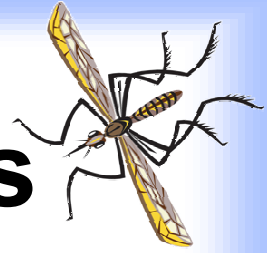
Pupa



Adult Mosquito



Mosquito Habitat – Ag Areas



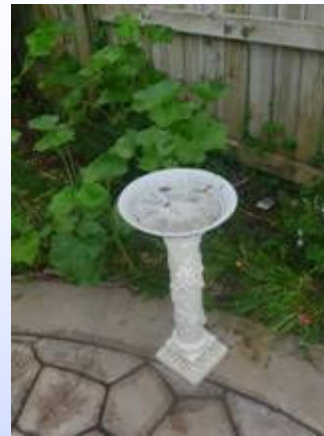
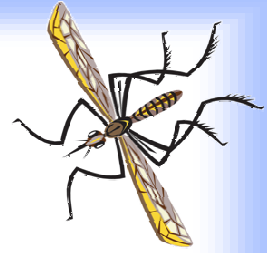
Natural Sources



Urban Sources



Backyard Sources



Water management is KEY



Managed Water = no mosquitoes

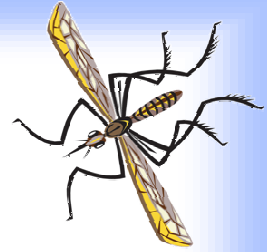
Only irrigate lawn- NOT sidewalk/gutter

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



Education and
Advertising
Surveillance
Physical control
Biological control
Larvicide (immature
mosquito) control
Adulticide (mature
mosquito) control



WNV Activity in California



Year Confirmed Human Cases

2013	372
2012	479
2011	158
2010	111
2009	112
2008	445
2007	380
2006	278
2005	880

2014

Will it Be A Bad Mosquito Year?



Risk Table

Climate Variation

Mosquito Abundance

Mosquito Infections

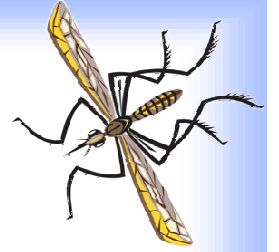
Avian Infections

Tree Squirrel Infections

Equine Infections

Human Infections

New Threats?



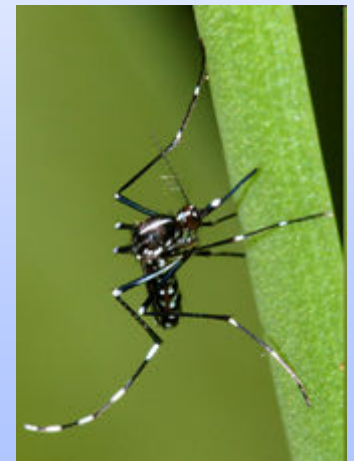
Asian Tiger Mosquito (*Aedes albopictus*)

Aggressive Day Biter

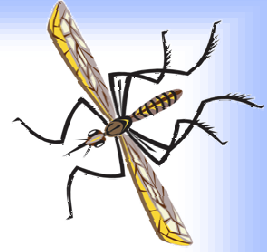
Was first imported in a tire shipment, later on was also brought in Lucky Bamboo plants

2011 was found in Southern California and is well established

Symptoms of dengue: high fever, headaches, intense pain in muscles, joints and bones



New Threats?



Yellow Fever Mosquito (*Aedes aegypti*)

Bites during the day

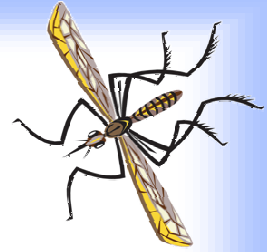
2013 was found in Madera/Fresno
area and San Mateo County

Eggs can stay dormant for months

Efficient vector of dengue



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

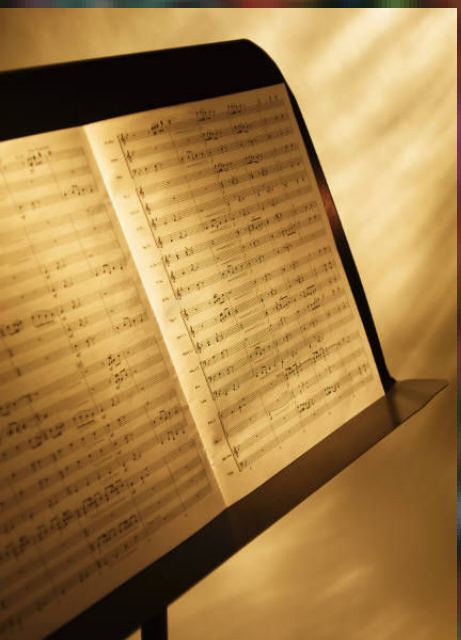
1-800-429-1022

www.FIGHTtheBITE.net

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
CONTROL
DISTRICT



Class 8 Project



ROCK CONCERT

of the Summer!

- ★ Vanishing Affair
- ★ The Rudy Parris Band
(As seen on The Voice)
- ★ The Alex Vincent Band
- ★ The Soft White Sixties
- ★ The Driftwood Sinn
- ★ Once An Empire

Play It Forward

Saturday, June 7, 5:30 p.m.
Rancho Cordova, Over 21
Food Trucks & No Host Drinks

Get Your Tickets:

PlayItForwardBenefit.com



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- Republic Services
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- SMUD
- Urata & Sons Concrete



**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, April 21, 2014

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

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

Special Meeting/Work Session to Follow the Regular Meeting

MINUTES

1. SPECIAL MEETING/WORK SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor McGarvey called the Special Meeting to order in the American River Community Room North at 4:08 PM.

Council Members Present: McGarvey, Budge, Terry

Council Members Absent: Skoglund, Sander

Staff Members Present: Lindgren, Cuppy, Chinn, Downton, Gassaway,
Haven, Holt, Snyder, Silva (at 4:30 PM),
Thomas (at 4:30 PM) Abhar (at 4:33 PM)

2. PUBLIC COMMENT

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

3. SPECIAL MEETING/WORK SESSION ITEM

ACTION: Discussion item only; no action taken.

3.1 Branding Presentation.

4. ADJOURNMENT OF STUDY SESSION

Vice Mayor McGarvey adjourned the meeting to the regular meeting in the David B. Council Chambers at 4:52 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Vice Mayor McGarvey called the regular meeting to order in the David B. Roberts Council Chambers at 5:40 PM.

Council Members Present: McGarvey, Budge, Terry

Council Members Absent: Skoglund, Sander

Staff Members Present: Lindgren, Cuppy, Abhar, Junker, Chinn, Gassaway, Hayes, Simpson, Thomas, Blair, Portluck, Cuffe, Reese, Maynard, Twist, Pittman, Samuelson, Sparkman, Haven, Ibrahim, Zillig, Peterson, George, Simpson, Holt, Peterson, Davis, Williams, Hayes, Flory, Jordan, Snyder

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Shelly Blanchard led the pledge.

8. INVOCATION

George Burnash from River Valley Church gave the invocation.

9. PRESENTATIONS

9.1 Presentation of Proclamation for the 60th Anniversary of Rancho Cordova Little League.

9.2 Presentation of Proclamation to Cordova Community Council Honoring the 25th Anniversary of Kids' Day in the Park.

9.3 Presentation of International Code Council's Building Safety Month Proclamation.

9.4 Presentation of Proclamation for Public Service Recognition Week.

- 9.5 Introduction of New City Employee, Jeremiah Zillig, Code Enforcement Officer, Given By Kerry Simpson, Neighborhood Services Manager.
- 9.6 Introduction of New Assistant Police Chief, Lieutenant Chris Pittman Given by Joe Chinn, City Manager.

10. PUBLIC COMMENT

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

- James Feci, regarding resident speed bumps on Granby Road and sidewalk on Old Placerville.

Vice 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 Terry;
Carried by a 3:0 roll call vote. (Skoglund, Sander absent)

- 12.1 **Subject:** Meeting Minutes of April 7, 2014 Special Meeting and Regular Meeting, and April 9, 2014 Special Meeting.
Recommendation: Adopt Minutes.
- 12.2 **Subject:** Second Reading of Ordinance No. 9-2014, Amending Chapter 6.84 of the Rancho Cordova Municipal Code, Titled Indoor Air and Health Protection, to Include Indoor Prohibitions on Operating Electronic Cigarettes and Using Electronic Smoking Devices Wherever Tobacco Smoking is Prohibited, and Amending Chapter 6.86 of the Municipal Code to Include Electronic Cigarettes and Electronic Smoking Devices in the Definition of Tobacco Products.
Recommendation: Waive the second reading and adopt by title only Ordinance No. 9-2014.
Result of Recommended Action: Adoption of this Ordinance will prohibit the operation of electronic cigarettes and similar devices (electronic cigars and cigarillos) wherever other forms of smoking are prohibited in the City. This Ordinance will also expand the definition of "tobacco products" in the Municipal Code chapter related to selling tobacco products to minors to include electronic cigarettes and similar devices.
Staff Report: Kate Cook, Associate City Attorney and Adam Lindgren, City Attorney.
Advances Goals: 1, 2.
- 12.3 **Subject:** Appointment of Labor Negotiators.
Recommendation: Appoint Adam Lindgren and Bob Murray as Labor Negotiators.
Result of Recommended Action: This action will designate representatives authorized to negotiate salary and fringe benefits for the position of City Manager.
- 12.4 **Subject:** Resolution of Intention to Establish Community Facilities District 2014-1 (Montelena), to Levy a Special Tax therein, and to Incur Bonded Indebtedness in and

for the District to Finance the Acquisition and Construction of certain Public Facilities, such as Roadways and Underground Utilities, and Long Term Maintenance Cost.

Recommendation: Adopt Resolution Nos. 18-2014 and 19-2014.

Result of Recommended Action: Adoption of these Resolutions begins the process of forming the Community Facilities District 2014-1 (Montelena), with bonded indebtedness in the principal amount not to exceed Twenty Eight Million Two Hundred Fifty Thousand Dollars (\$28,250,000) to pay for certain Public Facilities, such as roadways and underground utilities, and Long Term Maintenance Cost, and sets 5:30 p.m. on June 2, 2014 as the time and date for a public hearing on the matter.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

- 12.5 **Subject:** Resolution of Intention to Establish Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance).

Recommendation: Adopt Resolution No. 20-2014 of Intention to form the Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance).

Result of Recommended Action: Action on this item will declare the Council's intention to establish the CFD and a future annexation area, designate the name of the district, state the Council's intention to levy a special tax to pay for public street, lighting and landscape maintenance, and set 5:30 pm on June 2, 2014 as the time and date for a public hearing on the matter.

Staff Report: Elizabeth Sparkman, Senior Engineer & Cyrus Abhar, Public Works Director.

Advances Goals: 5.

- 12.6 **Subject:** Resolution Authorizing the City Manager to Execute a Cost Sharing Agreement with the County of Sacramento for the Joint Roadway Rehabilitation Project.

Recommendation: Adopt Resolution No. 24-2014.

Result of Recommended Action: Adoption of this resolution will require the City to overlay both the City side and the County side of Sunrise Boulevard from Zinfandel Road, north of Gold Express Drive. The County will overlay both sides of Sunrise Boulevard, north of Gold Express Drive to the American River Bridge.

Staff Report: Cyrus Abhar, Public Works Director and Chris Boyer, Associate Civil Engineer.

Advances Goals: 1, 2, 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve by Budge second by Terry;
Carried by a 3:0 roll call vote. (Skoglund, Sander absent)

- 13.1 **Subject:** Sunridge Lot J Development Agreement Amendment; Project No. DD8449 – Located at the Southeast Corner of Douglas Road and Rancho Cordova Parkway.

Recommendation: Introduce and waive the first reading of Ordinance No. 10-2014.

Result of Recommended Action: Adopting this Ordinance will clarify the development requirements for Sunridge Lot J and Cresleigh Homes with regards to park dedication and timing of park development. The amended Development Agreement will also memorialize park fee rates, require that the applicant provide a phasing plan, and

require annexation into the City's stormwater drainage maintenance district.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 2.

14. PUBLIC HEARING ITEMS

14.1 **Subject:** A Resolution Approving and Adopting the 2014-2015 Community Development Block Grant (CDBG) Action Plan.

Recommendation: Approve Resolution No. 26-2014.

Result of Recommended Action: Approves 2014-2015 CDBG Action Plan and allows City Manager to sign necessary Housing & Urban Development (HUD) documentation for Action Plan submittal for annual allocation of CDBG funding.

Staff Report: Jessica Hayes, Housing and Neighborhood Development Analyst and Peter Ibrahim, Housing Services Assistant.

Advances Goals: 1, 2, 5, 6.

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

ACTION: Motion to approve by Terry second by Budge;
Carried by a 3:0 roll call vote. (Skoglund, Sander absent)

14.2 **Subject:** An Ordinance amending Chapter 23.119 and Chapter 23.743 of Title 23 of the Municipal Code Pertaining to Sign Regulations.

Recommendation: Introduce and waive the first reading of Ordinance No. 12-2014.

Result of Recommended Action: Adopting this Ordinance will amend the City's sign standards increasing allowable sign square footage and establishing updated temporary sign standards to be more business-friendly. The amendments also include minor clean-up of contradictory language, updates to definitions, updates to the Unified Sign Program standards, modifications to electronic sign standards, and consolidation of real estate sign standards to ensure the Code is clear and understandable.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

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

ACTION: Motion to approve by Budge second by Terry;
Carried by a 3:0 roll call vote. (Skoglund, Sander absent)

14.3 **Subject:** An Urgency Ordinance of the City Council of the City of Rancho Cordova Extending for Ten (10) Months and Fifteen (15) Days a Temporary Moratorium on the Establishment, Expansion, and Operation of Private Smokers' Lounges, E-Cigarette Lounges, Vapor Bars, and Hookah Bars, to Become Effective May 1, 2014.

Recommendation: Hold public hearing and adopt Urgency Ordinance No. 11-2014, extending for ten (10) months and fifteen (15) days a temporary moratorium on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars, pending further review and possible amendment of zoning regulations applicable to these types of establishments.

Result of Recommended Action: Adoption of this Ordinance will extend the current forty-five (45) day temporary moratorium by ten (10) months and fifteen (15) days on the establishment, expansion or relocation of private smokers' lounges, e-cigarette

lounges, vapor bars, and hookah bars. Extension of this moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (2) continue studying the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) continue studying and determining what local regulations may be appropriate or necessary for private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (4) continue studying and determining the appropriate zoning and location for these types of businesses; and (5) continue determining appropriate measures to ensure the protection of public health, safety and welfare.

Staff Report: Adam U. Lindgren, City Attorney and Paul Junker, Planning Director.

Advances Goals: 1, 2.

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

Mayor Skoglund joined via telephone.

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

15. REGULAR CALENDAR ITEMS

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

ACTION: Motion to approve by Terry second by Terry;
Carried by a 3:0 roll call vote. (Skoglund, Sander absent)

15.1 **Subject:** Resolution to Withdraw from the Regional Human Rights Fair Housing Commission.

Recommendation: Adopt Resolution No. 27 - 2014, approving the City's Withdrawal from the Regional Human Rights Fair Housing Commission (RHRFHC).

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to serve notice on the RHRFHC of the City Council's election to withdraw from the Commission and the Joint Powers Agreement (JPA) dated January 22, 2008.

Staff Report: Jessica Hayes, Housing and Neighborhood Development Analyst.

Advances Goals: 1, 5.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Terry requested City Staff look into a down payment assistance program for city employees to buy in the City.

17. CITY MANAGER'S REPORT

City Manager's Office: Management Support and Analysis, Special Projects, Communications and Administrative Support.

18. ADJOURNMENT

Vice Mayor McGarvey adjourned the meeting at 7:26 PM.

19. SPECIAL MEETING/CLOSED SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor McGarvey called the closed session to order in the Community Board Room at 7:36 PM.

Council Members Present: McGarvey, Skoglund (via telephone), Budge, Terry

Council Members Absent: Sander

Staff Members Present: Lindgren, Peterson

20. SPECIAL MEETING/CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Adam Lindgren and Bob Murray.

Unrepresented employee: City Manager

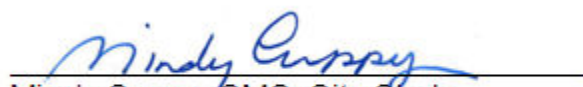
Pursuant to Government Code Section 54957

21. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action from closed session.

22. ADJOURNMENT

Vice Mayor McGarvey adjourned the meeting at 8:18 PM.


Mindy Cuppy, CMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, April 29, 2014

4:00 PM – Special Meeting
Community Board Room

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the regular meeting to order in the Community Board Room at 4:20 PM.

Council Members Present: McGarvey, Skoglund, Budge, Terry (at 4:25 PM), Sander (at 4:56 PM)

Council Members Absent: None

Staff Members Present: Cuppy, Peterson, Murray, Lindgren (at 4:33 PM)

2. PUBLIC COMMENT

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

3. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Adam Lindgren and Bob Murray.

Unrepresented employee: City Manager

Pursuant to Government Code Section 54957

4. OPEN SESSION - REPORT FROM CLOSED SESSION

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

5. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 5:46 PM.

Mindy Cuppy, CMC, City Clerk



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

**Sacramento Marriott Rancho Cordova
11211 Point East Drive, Rancho Cordova**

Monday, May 12, 2014

8:00 AM – Special Meeting

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the special meeting to order at the Sacramento Marriott Rancho Cordova at 8:35 AM.

Council Members Present: McGarvey, Skoglund, Budge, Sander, Terry

Council Members Absent: None

Staff Members Present: Murray

2. PUBLIC COMMENT

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

3. CLOSED SESSION

Council met in Closed Session to discuss the following items:

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Adam Lindgren and Bob Murray.

Unrepresented employee: City Manager

Pursuant to Government Code Section 54957

ACTION: Discussion item only; no action taken.

4. OPEN SESSION - REPORT FROM CLOSED SESSION

Mayor Skoglund reported that there was no reportable action from closed session.

5. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 3:45 PM.

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
SUNRIDGE LOT J PROJECT**

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

Section 1. Recitals.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. On May 15, 2006, the City and Cresleigh Homes Corporation entered into a Development Agreement for the Sunridge Lot J Project, consisting of 82 acres of low density residential development. (Ordinance Number 21-2006). The Sunridge Lot J Project is located at the southeast corner of Douglas Road and Rancho Cordova Parkway (hereinafter known as the "Property"). The Sunridge Lot J Project remains undeveloped.

C. The Sunridge Lot J Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time the City, determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

D. On April 17, 2006, the City approved an Initial Study and a Mitigated Negative Declaration ("MND") for the Tentative Subdivision Map of the Sunridge Lot J Project, pursuant to the California Environmental Quality Act ("CEQA"). In the Initial Study and MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 21-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment.

E. Pursuant to Government Code section 65868, City and Landowner desire to modify the Development Agreement to reflect certain changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks, and for park improvements at new city parks, and to revise the Landowner's park dedication obligations, all

as more fully set forth in the attached First Amendment to the Development Agreement (“First Amendment.”)

F. On April 21, 2014, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing. Following the public hearing, the Applicant is required pay all costs associated with processing of the First Amendment and to maintain a minimum \$5,000 deposit with the City for DA compliance review as the project builds out.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova’s General Plan and General Plan EIR; (c) the SDCP/SRSP EIR; and (d) the Sunridge Lot J MND, the City Council finds and determines that:

A. The First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan in that: (a) The Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code; (b) the Project is consistent with the fiscal policies of the General Plan with respect to provisions of infrastructure and public services; and, (c) the First Amendment to the Amended Development Agreement include provisions relating to financing public services, construction and maintenance of public facilities, park development fees and similar provisions to replace those set forth in the Sunridge Specific Plan.

B. The First Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

C. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the First Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure and parks needed to serve new development.

D. The First Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.

E. The First Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.

F. The First Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of First Amendment to Development Agreement.

The City Council hereby approves the First Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit A**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4: Recordation

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

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and 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 adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

OFFICIAL BUSINESS

Document entitled to free recording
Government Code §6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO SUNRIDGE LOT J
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND CRESLEIGH HOMES CORPORATION**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO SUNRIDGE LOT J
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND CRESLEIGH HOMES CORPORATION**

This First Amendment to the Development Agreement ("First Amendment"), is entered into on _____, 2014, by and between the CITY OF RANCHO CORDOVA, a California municipal corporation ("City"), and CRESLEIGH HOMES CORPORATION, a California corporation ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

RECITALS

A. The City and Landowner, entered into a Development Agreement dated May 15, 2006 and recorded on July 18, 2006 in the Official Records of Sacramento County at Book 20060718, Page 0928 (the "Agreement" or "Development Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "Property").

B. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks and for park improvements at new city parks and to revise the Landowner's park dedication obligations, all as more fully set forth below in this First Amendment.

C. This First Amendment amends certain provisions of the Agreement applicable to the entire Property and was adopted by City Ordinance No. [REDACTED]-2014 on [REDACTED], 2014.

D. The City finds that this First Amendment is in furtherance of the previously granted Project approvals, is not a new project, and is covered by the existing Sunridge Specific Plan EIR, Addendum, and the Mitigated Negative Declaration.

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referred to in the Recitals.

2. Restatement of Section 6 of the Recitals concerning "Project Approvals." City and Landowner agree that Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

"6. **Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 and as amended by City Ordinance No. 26-2004 (the “Specific Plan”);

6.2 The Mitigated Negative Declaration adopted on April 17, 2006 and Amendments to the Mitigation Monitoring Reporting Program by Resolution No. 31-2006, the Addendum to the Final EIR of the Sunridge Specific Plan and Zoning Ordinance dated April 3, 2006, the recertified Revised EIR for the Sunrise Douglas Community Plan and the Sunridge Specific Plan dated October 2011;

6.3 The Rezoning of the Property approved on May 15, 2006 by City Ordinance No. 20-2006;

6.4 The Tentative Subdivision Map approved on April 17, 2006 by City Resolution No. 55-2006, with minor modifications deemed by the City to be in substantial compliance of the original approval;

6.5 The Development Agreement adopted on May 15, 2006 by City Ordinance No. 21-2006, as amended on [REDACTED], 2014 by City Ordinance No. [REDACTED]-2014 adopting this First Amendment to the Development Agreement.”

3. Restatement of Section 5.2 concerning the “Term.” City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“**5.2. Term.** Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to [REDACTED], 2024, which date is a period of ten (10) years from the effective date of City Ordinance No. [REDACTED]-2014 approving the First Amendment, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. Restatement of Section 6.4.1 concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation.

(i) Dedication

City and Landowner agree that Landowner’s obligation to dedicate land for new parks and open space shall be satisfied by Landowner’s dedication of 6.53 net acres of park and open space land within the Project, set forth more specifically in the revised Exhibit E of the Development Agreement, which is attached as Exhibit 1 to the First Amendment (the “Dedicated Land”).

(ii) Park and Open Space Land Improvement

The Landowner agrees it will improve both park and open space lands shown in Exhibit 1 of the First Amendment. Landowner's obligation to improve these lands requires Landowner to design, engineer, construct and install park and open space facility improvements including street frontage improvements (i.e., "turnkey parks" and open space) consistent with (a) the First Amendment, (b) the "Park Development Agreement" which will be negotiated between the Landowner and the Park District prior to the preparation of the design and cost estimate under this Section, and (c) then applicable City standards.

The Parties agree that the timing and complete improvement of the parks and open space shown in Exhibit 1 of the First Amendment is a critical issue.

The timing of the improvement of park and open space sites shall comply with the requirements of the First Amendment and the requirements of the Park Development Agreement. In addition to the general authority under the First Amendment, the City has the specific authority to withhold building permits if the design or improvements of park and open space are not in full compliance with the requirements of the First Amendment and the Park Development Agreement.

Landowner will prepare a design and cost estimate for the improvements of both park and open space lands shown in Exhibit 1 of the First Amendment. Landowner must receive written approval by the City and Park District of the design and cost estimate prior to beginning any work on the improvements.

Landowner will complete and make all the improvements in Lot E as shown in Exhibit 1 of the First Amendment, open and fully operational prior to the issuance by the City of the 185th residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 50% of the total 369 residential building permits anticipated to be issued for the Project).

Landowner will award a contract for, and start construction of, the improvements in Lot D, as shown in Exhibit 1 of the First Amendment, prior to issuance by the City of the 185th residential building permit for the Project. Landowner will complete and make all the improvements in Lot D open and fully operational prior to the earlier of (a) 18 months from the date the City issues the 185th residential building permit for the Project, or (b) issuance by the City of the 277th residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 75% of the total 369 building permits anticipated to be issued for the Project).

Landowner's maximum financial obligation to design, engineer and construct, including construction management of the improvements provided for in this subparagraph (ii) is Two Million Seven Hundred Seventy Eight Thousand Five Hundred Seventy Dollars

(\$2,778,570) dollars ("Cost Limits"). The Cost Limits will inflate each year beginning January 1, 2015, by the methodology described in Section 6.4.1 subparagraph (iii) until the parks are constructed. In the event that total costs, after bidding, exceed the Cost Limits, the Landowner shall give written notice to the Park District and the City within thirty (30) days of receiving the bids requesting to meet and confer regarding the excess of the Cost Limits.

(iii) Parks Fees

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Park District and the City to design, construct and install park improvements and community open space (the "Park Development Impact Fee"). The Park Development Impact Fee will be paid prior to the issuance of each residential building permit within the Project. The Park Development Impact Fee will be Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) for each single-family residential parcel or residential parcel equivalent, which amount is based upon and already reflects Landowner's agreement to turnkey both of the two (2) parks shown in Exhibit 1 of the First Amendment. Of the Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) Park Development Impact Fee, Two Thousand Three Hundred Fifty Four Dollars and Twenty Five Cents (\$2,354.25) is for parks and One Hundred Ten Dollars and Sixteen Cents (\$110.16) is for community open spaces, such as but not limited to a public plaza and gathering space.

The Park Development Impact Fee shall be adjusted on January 1, 2015 and annually thereafter no later than January 15th by the method provided in City Ordinance No. 05-2014 as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the Park Development Impact Fee in place prior to the annual adjustment.

Landowner understands that under the Development Agreement, it is subject to a 7 acres per 1,000 residents park standard. By Resolution 128-2013, adopted on November 18, 2013, the City reduced the General Plan park acreage and open space standards to 6 acres per 1,000 residents. The City now agrees to apply the new

standard and reduce the Landowner's dedication requirement to 6.53 acres and Landowner's Park Development Impact Fee obligation to Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) for each single-family residential parcel or residential parcel equivalent, as in the First Amendment.

5. Restatement of Section 6.4.2 concerning the "Timing of Dedications and Improvements of Parks." City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:

"6.4.2 Timing of Dedications of Land for Parks and Open Space. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowner shall irrevocably offer for dedication to the Park District (i) that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a community park or a neighborhood park site, and (ii) that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a neighborhood green, park corridor or trail.

Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowner shall enter into Park Development Agreements with the Park District for the improvement of the Dedicated Land that will be dedicated within such residential small lot final subdivision map."

6. Restatement of Section 6.4.3 concerning the "In-fill Park and Open Space Renovation and Acquisition Fee." City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

"6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of One Thousand Twenty Dollars and Thirty Three Cents (\$1,020.33) for each residential parcel shown on the final maps for the Property (the "Park Renovation Fee"). Beginning January 1, 2015, the fee shall be adjusted annually on each January 1st based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in the revised Exhibit C of the Development Agreement, which is attached to the First Amendment as Exhibit 2. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and

dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.”

7. Addition of New Section 6.4.6. City and Landowner agree to add a new Section 6.4.6 to the Development Agreement as follows to provide for a Phasing Plan:

“6.4.6 Phasing Plan. Prior to approval of any final map, Landowner shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks and other utilities, and the large lot phasing plan will be based on the City’s Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services to the satisfaction of the City’s Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any small lot final map for an individual phase, the Landowner shall prepare and submit to City a “small lot phasing plan” that addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City’s Public Works Department. The small lot phasing plan will also be defined by the City’s Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) with an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure necessary for adequate public access and land use shall be fully constructed and accepted to the satisfaction of the City’s Public Works Department.

At the discretion of the City’s Public Works Department, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy in a phase. The structural street section shall be designed to accommodate construction traffic loads until such time that the finish lift of asphalt concrete is installed. All other improvements shall be fully completed and accepted for maintenance prior to issuance of the first building permit in the applicable phase.”

8. Restatement of Section 10.1.iii concerning the Project’s Stormwater Drainage System. City and Landowner agree that Section 10.1.iii of the Agreement is hereby deleted and replaced with the following:

“iii. City and Landowner agree and acknowledge that the Project’s stormwater drainage system will need ongoing maintenance following its installation. Landowner agrees that prior to the recordation of the first final subdivision map at the Property, Landowner shall annex the property into a new stormwater drainage maintenance district formed by the City for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project’s stormwater drainage system. If a new district has not been formed by the City prior to the time of recordation of the first final subdivision map at the Project, then landowner may satisfy this obligation by annexing the Property into the County of Sacramento Stormwater Utility District pursuant to the Sacramento County Water Agency Code and comply with the Sacramento County Improvement Standards.”

9. Violation of Park District Park Development Agreement. Landowner agrees that the City will be a third party beneficiary of any Park Development Agreement between the Landowner and the Park District. Landowner agrees that any violation of the Park Development Agreement between the Landowner and the City or the Park District may be enforced by the City as a violation of this First Amendment.

10. Repeal of Requirement for Use of Recycled Water. Pursuant to the City Council’s adoption of Resolution No. 9-2014 on February 18, 2014, the Project shall not be required to install a dual plumbed recycled water system, commonly referred to as “purple pipe.” The Landowner shall be entitled to amend its improvement plans to remove any and all such requirements.

11. Exhibits. Exhibit E of the Agreement, “Diagram of Park Land Dedication,” is replaced with Exhibit 1 to this First Amendment, titled “Parkland and Open Space Dedication.” Exhibit C of the Agreement, “Infill Park and Open Space Map,” is replaced with Exhibit 2 to this First Amendment, titled “Infill and Open Space Map.”

12. Notices. Section 28, “Notices,” of the Agreement is amended to replace the Landowner’s name and address to read as follows:

Cresleigh Home Corporation
3005 Douglas Blvd, #110
Roseville, CA 95661

With Copy to:

Abbott & Kindermann, LLP
2100 21st Street
Sacramento, CA 95818

13. Form of Agreement. The last sentence of Section 29 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the Parties is hereby deleted.

14. Definition of Terms. All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

15. All Other Terms Remain in Force. Except as amended by Sections 1 through 12 above, all terms and conditions of the Agreement remain in full force and effect.

16. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.

17. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

18. Entire Agreement. This First Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ____-2014, adopted by the Council of City on _____, 2014, and Landowner has caused this Agreement to be executed.

City of Rancho Cordova

Cresleigh Homes Corporation

By: _____

By: _____

Name: Joe Chinn

Name: _____

Title: Interim City Manager

Title: _____

Date: _____, 2014

Date: _____, 2014

ATTEST:

By: _____
Mindy Cuppy, City Clerk

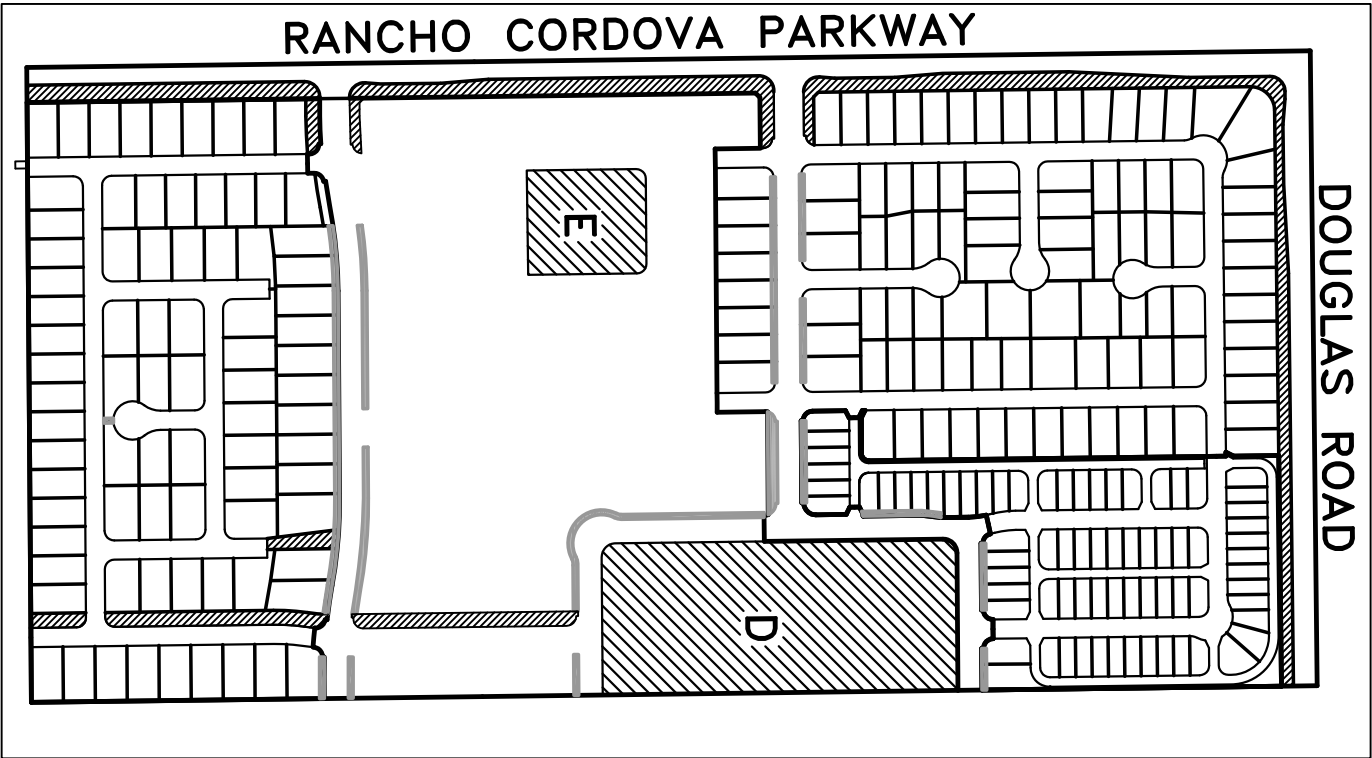
APPROVED AS TO FORM:
City Attorney

By: _____
Adam U. Lindgren

[Attach Certificate of Acknowledgment – Civil Code § 1189]

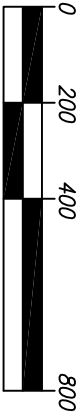
EXHIBIT 1
DIAGRAM OF PARK LAND DEDICATION

EXHIBIT 1
PARKLAND & OPEN SPACE DEDICATION EXHIBIT FOR:
SUNRIDGE LOT 'J'
CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

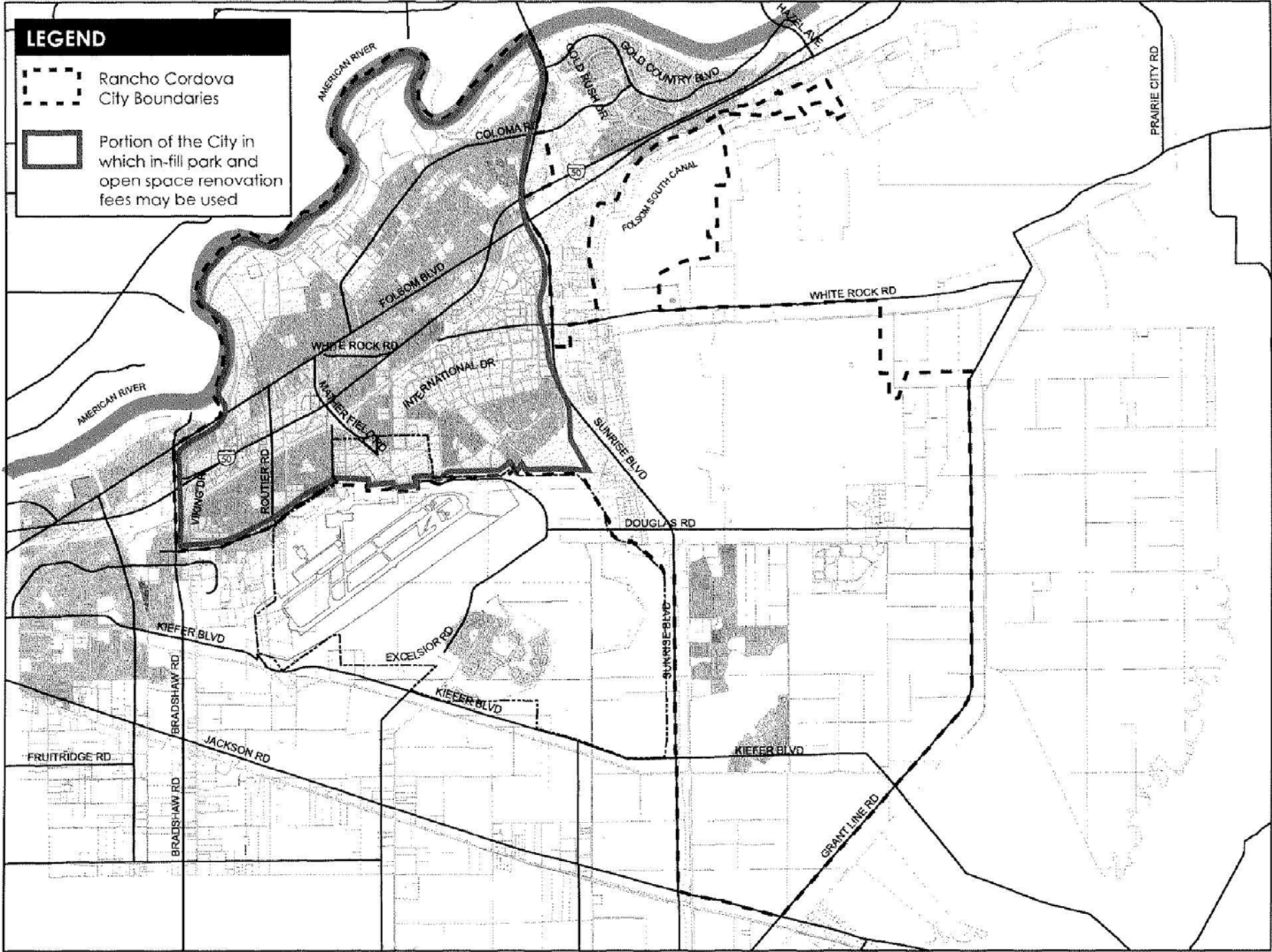
- | | | |
|----------------------------|-----------------|--|
| PARK SITE | 6.58 AC. |  |
| LANDSCAPE CORRIDOR | 3.60 AC. |  |
| PEDESTRIAN CORRIDOR | |  |



SCALE: 1"=400'

CALC:	FIRST AMENDMENT TO DEVELOPMENT AGREEMENT	DATE: 03/14
DRN:	SUNRIDGE LOT 'J'	SCALE: 1"=400'
CKD:	CITY OF RANCHO CORDOVA	FB: N/A
APRVD:	MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	W.D. 07 10E AGENDA ITEM 13.2

EXHIBIT 2
INFILL PARK AND OPEN SPACE MAP



AGENDA ITEM 13.2

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 the 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING CHAPTER 23.119 AND CHAPTER 23.743 OF TITLE 23 OF THE MUNICIPAL
CODE PERTAINING TO SIGNS**

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

Section 1. Purpose and Declarations.

WHEREAS, the City's Municipal Code is periodically amended to ensure the Code continues to reflect the goals, policies, and implementation measures of the City's General Plan, complies with all applicable Federal and State laws, and remains accurate and usable; and

WHEREAS, for some time, the City has been receiving comments and suggestions for updates to the sign standards; and

WHEREAS, in response to the customer call and need to provide some clarifying and clean-up amendments to the sign standards, the City has been working on updates to the sign standards for approximately one year; and

WHEREAS, amendments have been made to increase allowable sign square footage and establish updated temporary sign standards to be more business-friendly; and

WHEREAS, the amendments also include minor clean-up of contradictory language, updates to definitions, updates to the Unified Sign Program standards, modifications to electronic sign standards, and consolidation of real estate sign standards to ensure the Code is clear and understandable; 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 amendment; and

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

WHEREAS, the City is authorized to adopt this Zoning Code Amendment pursuant to its "police power" granted by section 7 of article XI of the California Constitution, in that by establishing appropriate land uses and development standards for the efficient, orderly, and compatible development of real property, adoption of the Zoning Code Update is reasonably related to the protection of the public health, safety, and welfare; and

WHEREAS, the Amendment implement's the General Plan's vision and is adopted in the public's interest, and is otherwise consistent with federal and state law; and

WHEREAS, on April 21, 2014, the City Council held a properly noticed public hearing for this Ordinance.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** In compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City determined that the proposed Zoning Code Amendments were consistent with the Environmental Impact Report prepared for the General Plan certified in June 2006 and completed a General Plan EIR Addendum (provided in Attachment 1 as **Exhibit A**).

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

General Plan Goals, Policies, and Actions:

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

Finding: The purpose of the proposed amendments to Chapters 23.119 and Chapter 23.743 pertaining to signs was not an overhaul of the City's standards rather it is aimed at responding to the business community and providing modern, up-to-date sign standards. Signs play an important role in ensuring the community is designed in a cohesive manner. The amended sign standards respond to the business community by allowing more signage in general but, also will continue to ensure the City is a pleasing environment and not littered with excessive signage. Such assurances are found through the Zoning Clearance and discretionary permitting process, both of which are maintained within the proposed amendments. These amendments will allow the City to provide business customers with additional sign opportunities and be consistent with the General Plan's call to maintain the quality of the overall community.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The attached Zoning Code Amendment is focused on all code sections pertaining to signs. The amendments are aimed at increasing allowable sign square footage and establishing updated temporary sign standards to be more business-friendly. The amendments also include minor clean-up of contradictory language, updates to definitions, updates to the Unified Sign Program standards, modifications to electronic sign standards, and consolidation of real estate sign standards to ensure the Code is clear and understandable. None of the proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City.

D. **The proposed amendment is internally consistent with other applicable provisions of this zoning code.** The attached Zoning Code Amendment is focused on all code sections pertaining to signs. The proposed amendments have been reviewed to ensure Title 23 will remain internally consistent.

Section 3. Amendments to Title 23

The City Council hereby adopts amended Chapter 23.119 of Title 23 (Zoning) of the Municipal Code in **Exhibit B** and amended Chapter 23.743 of Title 23 (Zoning) of the Municipal Code in **Exhibit C**, attached and incorporated herein.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



ZONING CODE AMENDMENTS

(Addendum to the General Plan Final EIR)

INTRODUCTION

This document is an addendum to the City of Rancho Cordova's General Plan Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 for the proposed Zoning Code Amendments. The City-Sponsored Zoning Code Amendments is an activity within the scope of the General Plan Program EIR.

The environmental effects of the adoption and implementation of the General Plan were disclosed and analyzed in the Rancho Cordova General Plan Draft and Final EIR (State Clearinghouse No. 2005022137). The Draft EIR identified General Plan policies and action items that provide mitigation of identified significant environmental impacts, as well as identified mitigation measures in the form of additional policies and action items for significant impacts (see Draft EIR pages 2.0-7 through -52). Some General Plan policies, action items and mitigation measures were refined as a result of input during public review as identified in the Final EIR (see Final EIR pages 2.0-8 through -57). However, there were several significant environmental effects that were identified as significant and unavoidable in the areas of land use, agriculture, population/housing/employment, traffic, air quality, noise, aggregate resources, water supply, biological resources, cultural resources, wastewater, and visual resources. The Rancho Cordova City Council adopted a Statement of Overriding Considerations with the adoption of the General Plan which identified specific benefits that outweighed these significant impacts, including the following: (see City of Rancho Cordova Resolution No. 116-2006):

- Provision of needed residential dwelling units to meet regional housing needs and provide diverse housing opportunities.
- General Plan provides comprehensive land use and transportation planning that maintains a compact urban form inside the Planning Area and implements Smart Growth principles.
- Economic benefits from the implementation of the General Plan through retention of existing businesses and jobs as well as attraction of new jobs and businesses.
- The General Plan would accommodate regional growth by proposing a concentrated development pattern that balances employment, residential, retail and recreational uses, linked to transportation system improvements. Benefits include reduction in vehicle miles traveled in region.
- Provision of significant park acreage as well as establishment of open space for mitigation for impacts on natural resources.

PROJECT DESCRIPTION

The proposed Zoning Code Amendments include revisions to the City's Sign standards. Amendments to Chapter 23.119 clarify the applicability and approval findings for a Unified Sign Program to be consistent with Chapter 23.743. Amendments within Chapter 23.743 range from minor clean-up of contradictory language, updates to definitions, revisions to specific sign standards for land use types, modifications to electronic sign standards, consolidation of real estate sign standards, and updates to temporary sign standards.

EXPLANATION OF THE DECISION NOT TO PREPARE A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT OR MITIGATED NEGATIVE DECLARATION

CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate environmental documents, if any, that must be completed when changes are proposed to a project for which an EIR has already been certified. These guidelines allow a lead agency to prepare an addendum if all of the following conditions are met:

- Substantial changes to the project do not require major revisions to the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified potentially significant effects.
- Substantial changes with respect to the circumstances under which the project is undertaken do not require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- No new mitigation measures or alternatives which are considered different from those analyzed in the EIR or which were previously found not to be feasible are identified.
- No new information of substantial importance becomes available which shows new significant effects or significant effects substantially more severe than previously discussed.
- Only minor technical changes or additions are necessary to make the EIR under consideration adequate under CEQA.

An addendum is considered the appropriate CEQA document for the proposed Zoning Code Amendments, as described above, because:

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

Second, the City is not aware of any substantial changes in 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 (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the City not

EXHIBIT A

previously contemplated and analyzed in the General Plan EIR 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 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 in this case to trigger the need for a subsequent EIR.

Lastly, all subsequent projects pursuing entitlements pursuant to the Zoning Code will be subject to additional environmental review. No projects resulting in environmental impacts will be allowed by right under the proposed amendments. Therefore, there is no direct, or reasonably foreseeable indirect, impact on the environment. (Guidelines section 15060(c)(2).) Therefore, no conditions have occurred that would require the preparation of a subsequent or supplemental EIR or MND and no further environmental review is necessary at this time.

CONCLUSION

The City has reviewed the potential environmental impacts related to the proposed Zoning Code Amendments. The City finds that no new or substantially more severe impacts would result from these amendments and that prior analysis contained in the originally certified EIR adequately address all environmental impacts. The Zoning Code Amendments would not result in increased development density than disclosed and analyzed in the General Plan EIR. Based on the criteria discussed above, an addendum is considered the appropriate level of documentation to satisfy the requirements of CEQA, and no further analysis is required.

REFERENCES

City of Rancho Cordova General Plan: Final Adopted Version. November 2006.

Chapter 23.119 UNIFIED SIGN PROGRAM

Sections:

23.119.010	Purpose.
23.119.020	Applicability.
23.119.030	Procedure.
23.119.040	Approval findings.
23.119.050	Conditions of approval.

23.119.010 Purpose.

The purpose of the unified sign is to adopt unique and specific design and development standards for multitenant and mixed-use developments. The intent is to integrate a project's signs with the design of the structures to achieve a unified architectural statement. A unified sign program provides a means for defining common sign regulations for multitenant projects, to encourage maximum incentive and latitude in design and display of multiple signs, and to achieve, not circumvent, the intent of this code. [Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.7.010)].

23.119.020 Applicability.

A unified sign program shall be required for:

- A. All new integrated developments as defined in RCMC 23.707.020;
- B. All new multitenant shopping centers, office parks, and other multitenant or mixed-use development of three or more separate tenants/uses that share either the same parcel or structure and use common access and parking facilities; and
- C. All redesign, remodel, or redevelopment of existing uses as identified in RCMC 23.743.040(D)(2) where more than 50% of the building square footage or 50% of the building façade would be modified if not already covered by a unified sign program.
- D. Any commercial development within the Special Sign Corridor proposing a Unified Sign Program as allowed in RCMC 23.743.120(C)(2).

23.119.030 Procedure.

The procedure is provided in RCMC 23.110.150 (C), Director Determinations – Public Hearing. [Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.7.030)].

23.119.040 Approval findings.

The director shall approve, or approve with conditions, an application for a unified sign program after finding all of the following:

- A. The proposed sign program does not violate provisions of this zoning code and the municipal code.
- B. The proposed sign program is generally consistent with location, size, height, setback and other requirements of the underlying zoning district and applicable design guidelines for signs permitted with or without a unified sign program requirement.

C. The appearance, scale, materials, design and graphics, and orientation of signs are in keeping with the character of the site and buildings, and the surrounding neighborhood.

D. Approval of the unified sign program would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located. [Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.7.040)].

If the director does not make all of these findings, he/she shall deny the unified sign program.

23.119.050 Conditions of approval.

In approving a Unified Sign Program, the director may impose any reasonable conditions to ensure that the approval will comply with the findings required by RCMC 23.119.040m as well as any performance criteria and development standards contained within this code.

Chapter 23.743 SIGNS

Sections:

- 23.743.010 Purpose.
- 23.743.020 Basic policies for sign regulations.
- 23.743.030 Definitions.
- 23.743.040 Permit requirements for signs.
- 23.743.045 Sign exemptions.
- 23.743.050 Prohibited signs.
- 23.743.060 Allowed permanent on-site sign standards.
- 23.743.065 Standards for electronic message signs.
- 23.743.070 Allowed temporary on-site sign standards.
- 23.743.080 Allowed off-site sign standards.
- 23.743.085 Real estate sign standards.
- 23.743.090 General development, maintenance, and removal provisions for all sign types.
- 23.743.100 Special development standards for specific sign types.
- 23.743.110 Special sign districts.
- 23.743.120 Special sign corridors.
- 23.743.130 Gateway signage program.
- 23.743.140 Nonconforming and abandoned signs.
- 23.743.150 Digital freeway signs overlay.

23.743.010 Purpose.

This chapter establishes regulations for signs within the city for the purposes of safeguarding and protecting the public health, safety, and welfare through appropriate prohibitions, regulations, and controls on the design, location, and maintenance of signs. The city recognizes that signs have the potential to enhance the overall character and quality of the built environment and do provide for economic benefit from real property within the city. However, the city also recognizes the inherent public interest in regulating the time, place, and manner in which signs, both commercial and noncommercial in nature, display their message. Such interest is based on a desire to enhance traffic safety in the community by ensuring that signage does not distract motorists or obstruct or otherwise impede traffic circulation, and a desire to ensure aesthetic, architectural, and cosmetic compatibility with the surrounding community by limiting visual clutter of the streetscape, such as through the regulation of oversized signs and excessive temporary signs.

The standards of this chapter apply to signs in all zoning districts. Only signs authorized by this chapter shall be allowed. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.010)].

23.743.020 Basic Policies for sign regulations

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A. Enforcement. The planning director is authorized and directed to administer the provisions of this chapter. The neighborhood services director is authorized and directed to enforce the provisions of this chapter.

B. Interpretations. All interpretations of this chapter are to be made with consideration to the city's message neutrality and message substitution policies. When a particular type of sign is proposed in a permit application and is not, within this chapter, expressly identified as either an exempted, prohibited, or allowed sign type, the planning director shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this chapter.

C. Message Neutrality. It is the city's policy and intent to regulate both commercial and noncommercial signs in a viewpoint-neutral or content-neutral manner.

D. Message Substitution. Subject to the property owner's consent, the message on any type of existing sign may be substituted with a noncommercial message, in whole or in part, without consideration of message content; provided, that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial message over any other noncommercial message. In addition, any on-site commercial message may be substituted, in whole or in part, for any other on-site commercial message; provided, that the sign structure or mounting device is legal without consideration of message content. This provision does not create a right to increase the total amount of signage on a parcel, lot, or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; and does not allow the substitution of an off-site commercial message in place of an on-site commercial message or a noncommercial message.

E. Off-Site/On-Site Distinction. Within this chapter, the distinction between on-site (or on-premises or point-of-sale) and off-site (or off-premises or nonpoint-of-sale) applies only to commercial speech messages.

F. Discretionary Approvals. Whenever any zoning certification, variance, conditional use permit, unified sign program or special planning area approval, or other sign-related decision is made, such determination shall be based only on the noncommunicative aspects of the sign, such as size, height, orientation, location, setback, illumination, spacing, scale, and mass of the structure. Graphic design may be evaluated only for a unified sign program and then only as applicable to commercial message signs.

G. Mixed-Use Zones/Developments. As described in RCMC 23.743.060 (Allowed permanent on-site sign standards), on-site signs are regulated by development type, rather than by zoning district. However, when multiple use types are present within one development (e.g., commercial and office, office and industrial), the development standards for signs applicable to that site shall be those applicable to the majority of uses in the development. For instance, if the predominant use in a development is commercial, then sign(s) for any other use type located with that same development shall also be governed by those same regulations (e.g., an office use in a commercial development shall be held to the standards for commercial developments). Additionally, the following rules shall apply:

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1. Commercial uses on the ground floor of a multi-story building where nonretail uses (e.g., office, residential) are located above the retail, regardless of the zoning district of predominant use, shall solely be regulated by the commercial sign standards.

2. Office uses above the first floor of a multi-story building where the ground floor uses are predominantly commercial in character shall be solely regulated by the office sign standards for building-attached signs.

3. Residential uses in any configuration within a mixed use development shall be solely regulated by the applicable exempt signs and Home Occupation sign standards.

H. Owner Consent. No sign may be placed on private property without the consent of the property owner or persons holding the present right of possession and control.

I. Illegal Signs. A sign shall be considered an illegal sign when it does not conform to the provisions and standards of this chapter, zoning certification has not been approved, and it is not otherwise determined to be a nonconforming sign as provided in RCMC 23.743.140 (Nonconforming and abandoned signs). Illegal signs may be abated by the city. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.020)].

23.743.030 Definitions

For the purpose of this chapter, the following terms shall have the definitions set forth herein:

“A-frame sign” means a portable sign or advertising device which rest on the ground and are not permanently affixed to the ground or attached to a building.

“Abandoned sign” means any sign a) which is located on a premises that has been vacated for a period of at least 90 days, b) which displays no message for a period of at least 90 days, or c) which no longer advertises or identifies an ongoing establishment, product, or service available on the premises where the display is located for a period of at least 90 days. Abandoned signs are regulated in RCMC 23.743.140 (Nonconforming and abandoned signs).

“Animated sign” means any sign which uses mechanical or electrical movement or change of lighting, either natural or artificial, to depict action or to create visual motion or the appearance thereof.

“Area (of a sign)” means the measurable surface area of a sign, calculated as described in RCMC 23.743.090 (General development, maintenance, and removal provisions for all sign types).

“Awnings” means any roof-like structure extending over or in front of a place (i.e. over a patio or in front of a window or door).

“Balloon sign” means a flexible bag made of a material such as rubber, latex, polychloroprene, or a nylon fabric that is filled with a gas such as helium, hydrogen, nitrous oxide, or air. A balloon qualifies as a “sign” when it is larger than eight cubic feet in volume or is stationed at or above 10 feet above the ground.

“Banner” means any sign of lightweight fabric or similar material that is mounted to a building, fence, or wall at one or more edges. Flags shall not be considered banners (see “flag” definition).

“Billboard” means a sign which meets one or more of the following criteria (also see “off-site or off-premises sign”):

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A. A permanent structure sign which is used for the display of off-site commercial messages;

B. A permanent structure sign which constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located;

C. An outdoor sign used as advertising for hire, e.g., on which display space is made available to parties other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel or in the same development as the sign), in exchange for a rent, fee, or other consideration; or

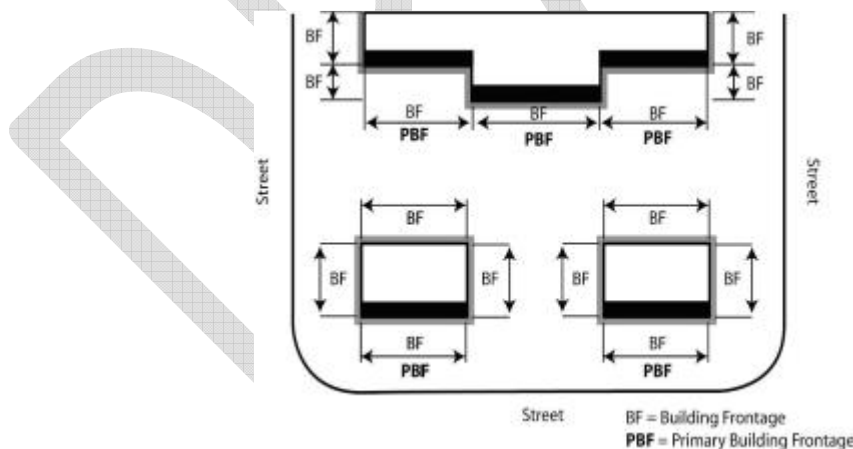
D. An off-site outdoor advertising sign on which space is leased or rented.

“Blade/bracket sign” means a small, pedestrian-oriented sign that projects perpendicular from a structure (bracket sign) or is hung beneath a canopy (blade sign; may also be referred to as an “projecting sign”).

“Building-attached sign” means a sign placed on a wall, awning, canopy, parapet, or a projecting sign. Also see “wall sign,” “canopy sign,” and “blade/bracket sign.”

“Building frontage, primary” means the building frontage that faces the street. In cases where a building has more than one street frontage, the longest of the street frontages shall be considered the primary building frontage. In cases where a business has no building frontage facing a street, the building frontage with the primary business entrance shall be considered the primary building frontage (e.g., an entrance facing a courtyard) (see Figure 23.743-1 (Building Frontage and Primary Building Frontage)). For multitenant buildings, ground floor tenants may have their primary frontage determined independently of the rest of the building based upon the aforementioned rules.

Figure 23.743-1: Building Frontage and Primary Building Frontage



“Canopy sign” means any sign that is part of or attached to an awning, canopy, or other material or structural protective cover over a door, entrance, window, or outdoor service area.

“Changeable copy sign” means a sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than once per day shall be considered an animated sign and not a changeable copy sign.

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“Channel letter sign” means a sign made up of individual letters that are independently mounted to a wall or other surface. The “air space” between the letters is not part of the sign structure but rather of the building facade. A logo may also be considered a channel letter provided it is clearly distinguishable from other sign elements.

“Commercial mascot” means a human or live animal used as a commercial advertising or signaling device. Sometimes called sign twirlers or sign clowns.

“Commercial message” means any sign wording, logo, or other representation that names or advertises a business, product, service, or other commercial activity.

“Community interest group sign” means a sign identifying fraternal, benevolent, social services, and religious organizations and setting forth time, place, and location of meetings within the city.

“Construction sign” means a temporary sign located on a site where physical construction is occurring or is scheduled to begin in the near future.

“Development,” for the purposes of this chapter, shall mean a proposed or already-constructed building or group of buildings.

“Digital display area” means the portion of a digital freeway sign that consists of digital display area(s) used for general commercial advertising. See also “Sign structure.”

“Digital freeway sign” means an off-site outdoor advertising sign with one or more digital display areas. A digital freeway sign may be internally or externally illuminated. Digital freeway signs are always considered off-site signs and are regulated as such.

“Directional sign, on-site” means a sign located on the same property as an establishment, primarily providing direction to guide vehicles and pedestrians to businesses, including but not limited to those signs identifying parking areas and circulation patterns.

“Directory sign” means a pedestrian-oriented sign that identifies or lists the names and locations of tenants at a multitenant site.

“Electronic graphic display sign” means a sign or portion thereof that displays electronic static images, static graphics or static pictures, with or without text information. Electronic graphic display signs include projected images or messages with these characteristics on buildings or other objects.

“Electronic message sign” means an electronic sign that displays one or more messages. An electronic message sign could be used as a message delivery method for a wall sign, a monument sign or other freestanding sign, or a billboard, subject to all applicable provisions and limitations in the Code. Digital freeway signs utilizing electronic messaging technology are subject to the standards and permit requirements in RCMC 23.743.150.

“Establishment” means any nonresidential use of land involving structures, as defined in the building code and the presence of human beings during normal hours of operation such as, but not limited to, businesses, schools, hospitals, hotels and motels, and offices and libraries.

“Exempt sign” means a sign which is not subject to zoning certification or temporary use permit.

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“Face change” means a change in color, material, copy, graphics, or visual image that requires the installation of a new or modified sign face, but which does not involve any change to an existing sign structure or mounting device.

“Feather Flag” means a temporary, on-site fabric sign installed on a temporary pole made of PVC or other flexible material and commonly used for the temporary promotion of a business, service, or other commercial activity on a specific non-residential property.

“Flag” means any fabric, banner, or bunting containing distinctive colors, patterns, or design that displays the symbol(s) of a nation, state, local government, company, organization, belief system, idea, or other meaning installed on a permanent pole with a permanent foundation.

“Flashing sign” means an illuminated sign that exhibits changes in light or color effect by blinking or any other such means so as to provide intermittent illumination.

“Freestanding sign” means a sign that is self-supporting in a fixed location and not attached to a building. Permanent freestanding signs are of three types: monument, pole, and pylon. Temporary freestanding signs, typically constructed of wood, are subject to issuance of a Temporary Use Permit as described in Section 23.743.070 of this Chapter.

“Future tenant signs” means signs erected for the purpose of announcing the future occupancy of a new tenant, other than the current resident tenant.

“Garage, yard, estate, and other home-based sales” means the occasional nonbusiness public sale of secondhand household and other goods incidental to household uses by a person or persons from a residential use.

“Gas pricing signs” means signs identifying the brand, types, octane rating, etc., of gasoline for sale, as required by state law.

“Gateway entry sign” means a sign located at a major entrance into the City and regulated in Section 23.743.130 of this Chapter.

“General advertising” means the business of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising; also known as advertising for hire.

“Governmental/civic sign” means any temporary or permanent sign erected and maintained by or required by the city or the county, state, or federal government for the purpose of providing official governmental information to the general public, including but not limited to traffic direction, city entrance, or for designation of direction to any school, hospital, historical site, or public service, property or facility.

“Home occupation sign” means a sign located at a residence advertising a business or profession legally conducted in the residence.

“Iconic signage” means expressions of a business without the use of words or copy that thereby make maximum use of logos and graphics to represent the establishment.

“Illuminated sign” means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign. This includes signs made from neon or other gas tube(s) that are bent to form letters, symbols, or other shapes. Excludes electronic message sign, which is separately defined.

“Incidental sign” means a sign, emblem, or decal informing the public of goods, facilities, or services available on the premises, including but not limited to rest rooms, phones, credit cards, or hours of business.

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“Menu/order board sign” means a sign installed in a drive-through facility and oriented so as to be visible primarily by drive-through customers.

“Monument sign” means a permanent on-site sign constructed upon a solid-appearing base or pedestal, whose exterior is constructed of stone, brick, or concrete, the total width of which is at least 50 percent of the overall height of the sign. See Figure 23.743-2 (Monument Sign).

Figure 23.743-2: Monument Sign



“Noncommercial sign” means a sign which displays noncommercial speech, e.g., commentary or advocacy on topics of public debate and concern.

“Noncommunicative aspects” means those aspects of a sign which are not directly communicative, such as sign height, setback, illumination, spacing, density, etc.

“Nonconforming sign” means a sign lawfully erected and legally existing at the time of the effective date of an ordinance, but which does not conform to the current provisions of this chapter. Nonconforming signs shall be amortized pursuant to the provisions of Section 23.743.140 and, at the conclusion of the amortization period, shall either be removed pursuant to the provisions of Section 23.743.140, modified to meet the requirements of this chapter, or replaced with a new sign that is in compliance with the requirements of this chapter.

“Off-site or off-premises sign” means a sign which directs attention to a business, profession, commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the same lot or parcel on which said sign is located. This definition shall include billboards, posters, panels, painted bulletins, and similar advertising displays. The off-site/on-site distinction applies only to commercial messages. Off-site signs meet any one of the following criteria:

A. A permanent structure sign which is used for the display of off-site commercial messages;

B. A permanent structure sign which constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located;

C. An outdoor sign used as advertising for hire, e.g., on which display space is made available to parties other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel or is the same development as the sign), in exchange for a rent, fee, or other consideration; or

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D. An off-site outdoor advertising sign on which space is leased or rented.

“On-site or on-premises sign” means a sign which directs attention to a business, profession, commodity, service, or entertainment conducted, sold, or offered upon the lot or parcel on which the sign is placed. The off-site/on-site distinction applies only to commercial messages. In the case of multiple-tenant commercial or industrial developments, a sign is considered on site whenever it is located anywhere within the integrated development. In the case of a duly approved unified sign program, a sign anywhere within the area controlled by the program may be considered on site when placed at any location within the area controlled by the unified sign program.

“Pennant” means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a rope, wire, or string, usually in a series, designed to move in the wind and attract attention.

“Pole sign” means an on-site freestanding sign, supported by a sign structure from the ground, which identifies businesses located on the same parcel or in the same integrated development on which the sign is located. Generally, pole signs are supported by one or more metal or wood posts, pipes, or other vertical supports. The support structure is not integrated into the overall design of the sign. See Figure 23.743-3 (Pole Sign).

Figure 23.743-3: Pole Sign



“Portable sign” means any advertising device defined as a sign that is not permanently attached to a building or to the ground. Portable signs include, but are not limited to, signs designed to be transported by means of wheels; signs configured as A-frame or T-frame; menu and sandwich board signs; and umbrellas used for advertising. Clothing or other aspects of personal appearance are not within this definition (see “commercial mascot”).

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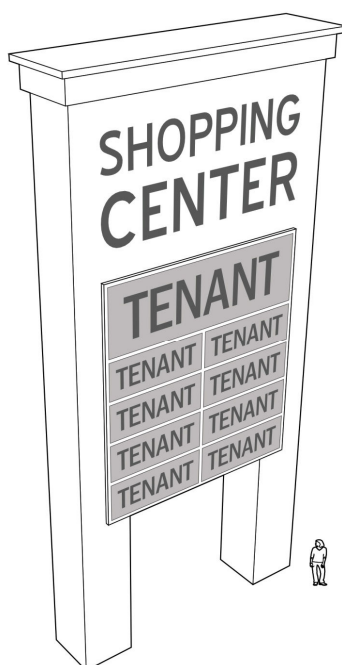
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“Primary site frontage” is the longest frontage of a site that adjoins or fronts onto a public right-of-way.

“Projecting sign” means a sign that projects perpendicular from a structure (bracket sign) or is hung beneath a canopy (blade sign).

“Pylon sign” means an on-site freestanding sign of extensive height, supported by a sign structure from the ground, which identifies businesses located on the same parcel or in the same integrated development on which the sign is located. Pylon signs are designed such that the support structure and the sign face are designed as one architecturally unified and proportional element. See Figure 23.743-4 (Pylon Sign).

Figure 23.743-4: Pylon Sign



“Readerboard sign” means a sign on which copy is changed manually in the field or electronically, including but not limited to theater marquee signs, business directories, church and museum signs, and gas price signs.

“Real estate sign” means any sign, temporary in nature, the copy of which concerns a proposed economic transaction involving real property. This definition does not include occupancy signs at establishments offering transient occupancy, such as hotels and motels.

“Roof sign” means a sign installed on a roof or projecting above the eave of a building or mounted on an arcade or parapet.

“Roofline” means the top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

“Sign” means any structure, part thereof, device, fixture, or placard or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee or similar appendage, or permanently affixed to the glass on the outside or inside of a window so as to be seen from the outside of the building, and which displays or includes any

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numeral, letter, word, model, banner, emblem, insignia, symbol, device, light, trademark, or other representation used as, or in the nature of, an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization, place, commodity, product, service, business, profession, enterprise, or industry when such image is visible from any public right-of-way. Notwithstanding the generality of the foregoing, the following are not within this definition:

A. Architectural features. Decorative or architectural features of buildings (not including lettering, trademarks, or moving parts).

B. Fireworks, etc. The legal use of fireworks, candles, and artificial lighting not otherwise regulated by this chapter.

C. Gravestones and grave markers.

D. Manufacturers' marks. Marks on tangible products which identify the maker, seller, provider, or product and which customarily remain attached to the product even after sale.

E. Newsracks and newsstands.

F. Personal appearance. Items or devices of personal apparel, decoration, or appearance, including tattoos, makeup, wigs, costumes, masks, etc. (but not including commercial mascots).

G. Symbols embedded in architecture. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal. The definition also includes foundation stones and cornerstones.

"Sign structure" means the portion of a digital freeway sign other than the digital display area, including but not limited to supporting pole(s), display frame and all ancillary equipment and utilities installed on the sign site.

"Subdivision directional sign" means a temporary or otherwise limited-term sign for the purpose of providing direction for vehicular and/or pedestrian traffic to the initial home sales of multiple lots with single or multiple builder(s) within a master planned community, including both single-family and multifamily for-sale products. All other home sales are included within the definition of "real estate sign."

"Subdivision permanent identification sign" means a sign located at the entrance to the subdivision for the purpose of a permanent identification of the subdivision. Such signs are of a permanent nature, usually constructed of long-lasting, weather-resistant materials such as stone or metal.

"Temporary sign" means a sign not constructed or intended for long-term use. If a sign does not qualify as a "structure" under the building code, it is presumably a temporary sign, but subject to the interpretation of the planning director consistent with the interpretations policy in RCMC 23.743.030(B) (Interpretations). Types of temporary signs include building-attached banners, temporary freestanding signs, and portable signs.

"Three-dimensional object sign" means a sign that comprises a three-dimensional object that graphically or iconically brands an establishment or development. Such signs may be used as both building-attached or freestanding signs. See also "Iconic Sign".

"Time/temperature sign" means an electronic or mechanical device that shows time and/or temperature but contains no business identification or advertising.

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“Vehicle sign (large)” means any sign exceeding 10 square feet in area mounted, painted, placed on, attached or affixed to a trailer, watercraft, truck, automobile or other form of motor vehicle so parked or placed so that the sign thereon is discernible from a public street or right-of-way as a means of communication and which by its location, size, and manner of display is reasonably calculated to exhibit commercial advertising, identifying an on-site business, or supplying directional information to an off-site business. A vehicle sign may be defined as a vehicle that functions primarily as a sign rather than as a transportation device as determined by consideration of any combination of the following factors:

- A. The absence of a current, lawful license plate affixed to the vehicle on which the sign is displayed;
- B. The vehicle on which the sign is displayed is inoperable as defined by this city code;
- C. The vehicle on which the sign is displayed is not parked in an identified parking space on the lot;
- D. The vehicle on which the sign is displayed is not regularly used for transportation associated with the use it advertises;
- E. The vehicle remains parked on the premises after normal business hours when customers and employees are not normally present on the premises and is not part of the business’s vehicle fleet;
- F. The vehicle remains parked in the same vicinity on the property in a location which maximizes its visibility from the public street or right-of-way on a regular basis.

“Video display sign” means a sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes, not including electronic changeable copy signs.

“Wall sign” means a sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in such a way as to be substantially parallel to such exterior building wall to which it is attached or supported by.

“Weekend directional stake sign” means a sign, customarily displayed on the weekends, measuring less than nine square feet in area, mounted on a wooden stake, and identifying the location and name of an active new home sales location/subdivision.

“Wind sign” means a sign that spins or is otherwise propelled by the force of air moving across its face.

“Window sign” means a sign attached to, suspended behind, placed, or painted upon the window or glass door of a building and intended for viewing from the exterior of such building. This definition does not include merchandise offered for sale on site when on display in a window. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.030)].

23.743.040 Permit requirements for signs.

A. Zoning Certification Required. To ensure compliance with the regulations of this chapter and except as otherwise exempted, no person shall erect, move, alter, replace, or maintain any sign within the city of Rancho Cordova without first obtaining zoning certification from the designated approving authority as established in Chapter 23.113 RCMC (Zoning Certification). Zoning certification shall not be required for the maintenance of an existing sign, such as repainting, which does not result in a change or alteration in the size, shape, illumination, or text of said sign.

B. Temporary Use Permit Required. A temporary use permit shall be required prior to establishment of any new temporary sign as required by this chapter.

C. Limited Use Permit (LUP) Required for Electronic Changeable Copy Signs, Electronic Graphic Display Signs and Video Display Signs as defined by this Chapter. An LUP shall be required prior to issuance of a building permit (and corresponding zoning certification), for any new electronic message signs, regardless of the type of application (wall sign, monument sign, etc.). Development standards are provided for this sign type in RCMC 23.743.065. The applicant must satisfy the conditions of approval established through the LUP process prior to and/or in conjunction with the subsequent administrative issuance of the sign permit. Digital freeway signs utilizing electronic messaging technology may only be approved subject to a CUP and are subject to the standards and permit requirements in RCMC 23.743.150.

D. Unified Sign Program.

1. Purpose. The purpose of the unified sign program is to adopt unique and specific design and development standards for multitenant and mixed-use developments. The intent is to integrate a project's signs with the design of the structures to achieve a unified architectural statement. A unified sign program provides a means for defining common sign regulations for multitenant projects, to encourage maximum incentive and latitude in the design and display of multiple signs, and to achieve, not circumvent, the intent of this chapter.

2. Applicability. A unified sign program shall be required for:

- a. All new integrated developments as defined in RCMC 23.707.020;
- b. All new multitenant shopping centers, office parks, and other multitenant or mixed-use developments of three or more separate tenants/uses that share either the same parcel or structure and use common access and parking facilities;
- c. All redesign, remodel, or redevelopment of existing uses identified in RCMC 23.743.040(D)(2) where more than 50% of the building square footage or 50% of the building façade would be modified if not already covered by a unified sign program; and

d. Any commercial development within the Special Sign Corridor proposing a Unified Sign Program as allowed in RCMC 23.743.120(C)(2).

3. Approval of a Unified Sign Program. The designated approving authority for unified sign programs, and amendments or revisions thereto, shall be as identified in Chapter 23.119 RCMC (Unified Sign Program). The Unified Sign Program shall be reviewed concurrently with the project's Design Review. If signs will not impact the overall design of the project, the Planning Director may waive the concurrent review and require the Unified Sign Program as a condition of approval of the Design Review. This

requirement may also be waived on a case-by-case basis for minor pad-building remodel projects.

4. Standards. The unified sign program shall include criteria for building-attached and freestanding signs for tenants, anchors, and the overall development itself to establish consistency of sign type, location, logo and/or letter height, lines of copy, illumination, and construction details of signs for the project. All signs within the development shall be consistent with the unified sign program as the adopted program for signs within the development. The message substitution policy of this chapter shall be deemed incorporated in every sign program, even if the sign program documents do not explicitly so state.

23.743.045 Sign exemptions.

A. Exempt Signs. The following sign types are exempt from the permit requirements of this chapter and title but still must satisfy any and all other applicable permit requirements (e.g., building, electrical, plumbing, grading, encroachment). Any exception to the limitations for exempt signs listed herein shall require a variance pursuant to Chapter 23.143 RCMC (Variance). However, consideration of the variance request shall not evaluate the message or graphic design of a sign.

1. Exempt Signs Without Limitations. The following signs are exempt from zoning certification and city review:

- a. All devices which are excluded from the definition of a sign;
- b. Approved highway directional signs;
- c. Railroad signal signs;
- d. Signs prohibiting trespassing and hunting;
- e. Warning signs required by law or erected by public agencies;
- f. Utility company signs identifying cables, conduits, danger, and so forth;
- g. Public notices and announcements authorized by courts and public officials, including neighborhood watch signs (e.g., governmental/civic signs);
- h. Signs on buses, light rail, or other mass transit vehicles and taxis;
- i. Signs on vehicles (except where defined as "vehicle signs (large)" by this chapter) and vessels, including license plates, license plate frames, registration insignia, noncommercial messages, messages relating to the business for which the vehicle or vessel is an instrument or tool (not including general advertising), and messages relating to the proposed sale, lease, or exchange of the vehicle or vessel;
- j. Signs located entirely within a building or other enclosed structure and not visible from the exterior, or located at least five feet from the window, provided the building or enclosed structure is otherwise legal;
- k. Signs erected out of doors within courtyards and mall spaces (below the height of enclosed buildings) within the buildable portion of the lot where signs are not visible from a public street or adjacent parcel;
- l. Signs on shopping carts, golf carts, and horse-drawn carriages;
- m. Name plates and incidental signs;
- n. Vending machines which do not display off-site commercial messages;
- o. Graphic images which are only visible from above, such as those visible only from airplanes or helicopters, only if not visible from the street surface or public right-of-way;

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p. On residential uses, holiday and cultural observance decorations that are displayed for not more than 45 calendar days per year (cumulative, per parcel or use) and that do not include commercial advertising messages;

q. Change of copy that does not alter the size, location, or illumination of a sign (see RCMC 23.743.020(D), Message Substitution) (e.g., face change); and

r. Official notification signs of name and address information for property owner and/or caretaker of multi-family housing as required by law.

2. Exempt Signs with Limitations. The following signs are exempt from zoning clearance; provided, that they meet the size, height, duration, and/or maximum number limitations listed:

a. Freestanding street address identification signs. Freestanding signs which only indicate the street address of the property on which the sign is located; provided, that the sign does not exceed an area of four square feet and is located with a setback of at least five feet with a height no greater than 30 inches.

b. Window signs limited to painted signs on glazing, poster paper signs, and place cards attached to the inside of glazing of store fronts; provided, that no more than 25 percent of the store front window area, calculated using the measurements of the store front in its entirety, is covered. In the case of convenience stores and other similar retail establishments, views from the public right-of-way to the cash register area shall not be impeded by window signs or merchandise. The intent is to provide visibility of the sales counter for increased public safety.

c. Flags, on a permanent pole with a permanent foundation, provided they meet the following standards. The minimum setback from the public right-of-way for all poles is 10 feet.

i. Agricultural and Residential Zones and Uses. There shall be no limit on the number of flags or the number or height of poles.

ii. All Other Zones. A maximum of two poles. The maximum allowed height of each pole is 25 feet.

d. Temporary construction signs provided there are no more than two signs per site, not individually exceeding 24 square feet in area, set back at least 10 feet from the public right-of-way, not to exceed 10 feet in height, and not illuminated. Signs may be attached to a building, provided they do not exceed the roofline or parapet wall of the building. Signs must be stationary and must be removed at the time of the final inspection for occupancy.

e. Political, religious, and civic campaign signs, not exceeding 32 square feet in size. Such signs shall be located on private property (with owner's consent) and set back a minimum of 10 feet from the public right-of-way. Such signs are authorized in any zone for a period not to exceed 90 days provided such signs are removed within 10 days following the conclusion of the campaign.

f. Electronic time and temperature signs as part of an on-site advertising sign are permitted as regulated by development standards contained in RCMC 23.743.065, Standards for electronic message signs.

g. On-site directional signs. Exit, entrance, or other on-site traffic directional signs are permitted. When located within a required front yard or street side yard area, the maximum height of any directional sign shall be 30 inches and the maximum size shall be four square feet. No advertising or message other than for traffic directions

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shall be displayed and such signs shall be subject to review and enforcement authority. The use of iconic signage as part of on-site directional signs is highly encouraged and may be required as part of a unified sign program. For village centers, local town centers, regional town centers, and other special developments and districts, it may be appropriate to design directional signs with the height and appearance similar to a city street sign.

h. Community interest group signs (e.g., fraternal, benevolent, social services, and religious organizations) displaying a noncommercial message, such as time and place/location of meetings, provided said signs are combined onto a common sign structure, the overall area of which does not exceed 100 square feet, and the area devoted to any one organization does not exceed 20 square feet. Such signs may be located off site of where the activity takes place; however, no more than four locations for such signs will be permitted within the city. Such signs must be set back a minimum of 25 feet from the public right-of-way in residential districts and 10 feet in nonresidential and mixed-use districts and must be located a minimum of 75 feet from any other freestanding sign.

j. Menu/order board signs. A maximum of two menu/order board signs shall be permitted for each drive-in or drive-through establishment; provided, that each sign does not exceed a maximum of 40 square feet in sign area and each sign be limited in height to eight feet. Menu/order board signs do not count toward the total allowed signage for the establishment as described in Table 23.743-1 (Allowed Permanent On-Site Sign Standards). [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.040)].

k. New business signs. Newly established businesses and businesses under new ownership may rely upon temporary signage for the initial 60 days during which the business is first opened or initial 60 days of new ownership without need of a Temporary Use Permit. Types, sizes, and locations of all such temporary signs allowed for new businesses shall be those identified in RCMC 23.743.070. Following the initial 60 day period, the business must convert to permanent signage of the types and sizes allowed by the Code or must have been issued a Temporary Use Permit for the continued use of the temporary signs in the timeframes allowed. The initial 60 day period does not contribute to the time allowances established by the Temporary Use Permit.

23.743.050 Prohibited signs.

The signs listed in this section are inconsistent with the purposes and standards of this chapter as described below and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this chapter:

- A. Moving or rotating signs, except barber poles at barbershops.
- B. Signs with flashing, moving, or animated illumination (e.g., flashing signs), except barber poles at barbershops and electronic readerboards. Sign content must remain static and not change message or appearance and may only change message or appearance after a minimum period of 60 minutes.
- C. Any sign displaying any obscene matter.

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D. Signs located within the clear vision triangle as defined by Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections and any future updates thereto.

E. Signs which imitate or resemble official traffic warning devices or signs, that by color, location, content, or lighting may confuse or disorient vehicular or pedestrian traffic, excluding on-site directional signs as specified in RCMC 23.743.040.

F. Portable signs (e.g., A-frame sign), except as provided for real estate signs as provided in RCMC 23.743.040(E)(2)(i) or as permitted as a temporary sign with a temporary use permit as provided in RCMC 23.743.070.

G. Temporary signs, except when a valid Temporary Use Permit has been issued or as otherwise exempted in RCMC 23.743.040 (Permit requirements and exemptions for signs).

H. Inflatable or lighter-than-air devices (e.g., balloon sign) of any kind when attached or secured from the ground or to any object on the ground, except for residential real estate as part of zoning certification and under the standards of RCMC 23.743.085 (Real estate sign standards) or except when a valid Temporary Use Permit has been issued as provided for in RCMC 23.743.070.

I. Portable readerboard advertising devices which are readerboard signs affixed with wheels so as to make them moveable signs.

J. Signs projecting over roofs and roof signs except where specifically provided for under the provisions of signs attached to buildings.

K. Signs projecting from buildings except where provided for in a special sign district ordinance or otherwise specifically provided for.

L. Banners, except when allowed through a temporary use permit or a grand opening event as described in RCMC 23.743.070.

M. Pennant flags and string pennant flags.

N. Wind signs.

O. Vehicle signs (large) as defined in this chapter.

P. Video display signs prohibited except as provided for in RCMC 23.743.065.

Q. Electronic changeable copy signs are prohibited except as provided for in RCMC 23.743.065.

R. Digital freeway signs are prohibited except as provided for in RCMC 23.743.150.

S. Electronic graphic display sign prohibited except as provided for in RCMC 23.743.065.

T. Signs with fluctuating illumination are prohibited, including any changes in light intensity or use of intermittent, strobe or moving light that does not fall under the definition of another sign type (e.g., video display sign).

U. Any other advertising device attached to a building, fence, pole, or vehicle on display not specifically mentioned, unless otherwise provided for in this code.

V. Any sign in the public right-of-way unless otherwise permitted in this code or by the public works director (e.g., encroachment permit).

W. Signs on portions of a structure exempted from the height requirements as described in RCMC 23.701.050 (Height exceptions) when said features exceed the height limit of the underlying zone. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.050)].

X. Pylon signs as defined in this chapter.

Y. Pole signs as defined in this chapter.

23.743.060 Allowed permanent on-site sign standards.

Table 23.743-1 (Allowed Permanent On-Site Sign Standards) lists the development standards for all on-site permanent signs. These regulations are based on use type, rather than by zoning district, except as otherwise described herein. Only those signs that are permitted are listed. As provided in RCMC 23.743.040(A), all signs require zoning clearance prior to construction/installation, unless otherwise exempted. The purpose of these regulations is to regulate permanent signs that have a commercial message so that they comply and are consistent with the intent of this chapter. Regulations for temporary signs are listed in RCMC 23.743.070 (Allowed temporary on-site sign standards). Regulations for off-site signs are listed in RCMC 23.743.080 (Allowed off-site sign standards). General development, maintenance, and removal provisions for on-site signs are listed in 23.743.090.

The following rules apply to permanent signs regulated by this section:

A. Collective Sign Area. The total sign area allowed herein for each sign type may be distributed among the maximum number of signs permitted for that sign type. For example, the total allowed area for wall signs for a particular establishment may be distributed amongst the maximum number of wall signs allowed for that same establishment.

C. Sign Area Allowance. Allowable sign area is either a set square footage per establishment or is based on a ratio of sign area to primary building frontage. It is calculated as described in RCMC 23.743.090 (General development, maintenance, and removal provisions for all sign types). Where a ratio is described, it applies up to the listed maximum sign area.

D. Building Frontage for Multiple Story Office Buildings. For multi-story office buildings, the maximum sign area for building-attached signs is based on the primary building frontage of the building, not of the tenants. The total area allowed may be distributed among the tenants at the owner's discretion.

Table 23.743-1: Allowed Permanent On-Site Sign Standards

Sign Type	Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Home Occupations						
Building-Attached Sign	All types	1/home occupation	4 sf	Not extending above the roofline of the building	No	
Agricultural Uses						
Freestanding Sign	Monument only	1/establishment	Parcels < 5 ac, 16 sf; Parcels > 5 ac, 24 sf	6 ft	No	10 ft
Permanent Subdivision Identification Signs						
Freestanding Sign	Monument or on fence/wall, not in ROW	1/entrance	24 sf	6 ft	Yes	10 ft
	Monument, w/in ROW	1/entrance	24 sf	6 ft	No	¹
Multifamily Dwellings and Complexes						
Building-Attached Signs	All types	1/entrance	24 sf	Not extending above the roofline of the building	Yes	
Freestanding Sign	Monument only	1/entrance	24 sf	6 ft	Yes	10 ft
Commercial Uses						
Building-Attached Signs	All types	No maximum	< 50 ft from ROW; 2:1: ≥ 50 ft from ROW; 3:1	Not extending above the roofline of the building	Yes	
Freestanding Signs for	Monument only	1/project entrance	50 sf	10 ft	Yes	10 ft

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Individual Buildings not part of an Integrated Development							
Freestanding Signs for Integrated Developments	Monument only	1/project entrance	150 sf/sign	10 ft	Yes	10 ft	
Office Uses							
Building-Attached Signs	All types	1/establishment /building frontage	1:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings not part of an Integrated Development	Monument only	1/project entrance	25 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1/project entrance	50 sf/sign	10 ft	Yes	10 ft	
Industrial Uses							
Building-Attached Signs	All types	No maximum	< 50 ft from ROW; 2:1; ≥ 50 ft from ROW; 3:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings not part of an Integrated Development	Monument only	1/parcel	40 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated	Monument only	1/project entrance	40 sf/sign	10 ft	Yes	10 ft	

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Developments							
Automotive Service Stations²							
Building-Attached Signs	All types	No max	125 sf all signs	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	2	36 sf for freestanding signs. 52 sf including pricing signs	10 ft	Yes	10 ft	
Institutional and Public/Quasi-Public Uses							
Building-Attached Signs	All types	1	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1/main entrance	24 sf	6 ft	Yes	10 ft	
Public Assembly Uses							
Building-Attached Signs	All Types	1	36 sf total	Not extending above the roofline of the building	Yes		
Freestanding Sign	Monument only	1	24 sf for freestanding sign	6 ft	Yes	10 ft	

Notes:

1. Within median island, sign must be set back three feet from sides and 12 feet from ends.
2. Excludes the gas pricing component of the subject sign, which is regulated by state law.
3. Maximum total sign area may be exceeded with the approval of a unified sign program. Signage may also be permitted to exceed the total signage allowance based on primary site or building frontage by 25 percent with the approval of a unified sign program.

[Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.060)].

23.743.065 Standards for electronic message signs.

A. Applicability. Permit requirements for electronic message signs are established in RCMC 23.743.040(C). Provisions of this section apply to the following sign types as defined in this chapter:

1. Video display signs;
2. Electronic graphic display signs; and
3. Time and temperature signs.

B. Development Standards. The following provisions apply to electronic message signs:

1. Signs are permitted in any zoning district and must be located a minimum distance of 100 feet from an abutting residential district boundary.
2. An electronic sign or signs are limited to a maximum of 32 square feet per site and shall be included as part of the total sign area allowances established by Table 23.743-1.
3. Sign must be located on the site of the use identified or advertised by the sign.
4. Audio speaker or any form of pyrotechnics are prohibited in association with any electronic message signs.
5. Illumination levels shall be regulated such that the illumination is appropriate to the time of day through the use of such means as light meters and programmed illumination regulation or LEDs that are designed to limit the spread of light. Dimmer controls that are automatically responsive to surrounding light levels are highly encouraged.
6. Time Temperature Signs. A time and/or temperature signs does not count toward the otherwise applicable limits as to number and size of signs for the property on which it is located, provided:
 - a. Maximum Area and Height. The sign shall have a maximum area of 36 square feet and shall comply with the height requirements established in Table 23.743-1 (Allowed Permanent On-Site Sign Standards) for the type of sign (building/freestanding) to which it is attached.
 - b. Design. The sign shall be designed in a manner that is architecturally compatible with other signs and with the structure on which it is placed.

23.743.070 Allowed temporary on-site sign standards.

This section describes standards for temporary on-site signs. All temporary signs require a temporary use permit prior to their establishment. Temporary commercial signs may include, but are not limited to, signs for special product, sale, or event advertising. All temporary signs must comply with the standards listed in Table 23.743-2 (Allowed Temporary On-Site Sign Standards) and are subject to the following:

A. Time Duration. Permitted for a period not to exceed 60 days. No more than two temporary use permits for temporary signs shall be issued for the same property per calendar year.

B. Sign Area. The allowable combined square footage of all temporary signage on a single property shall not exceed 200 square feet.

C. Illumination. Temporary signs may not be internally illuminated. Any external illumination of temporary signage shall comply with section 23.743.090(D).

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D. Message. Temporary signs displaying a commercial message shall be limited to on-site signage only. Off-site signage displaying a commercial message shall not be permitted.

E. Prohibited signs. No prohibited signs identified in section 23.743.050 shall be permitted as a temporary sign.

Table 23.743-3: Allowed Temporary On-Site Sign Standards

Type	Maximum Temporary Number Permitted	Maximum Area	Maximum Height	Minimum Setback from ROW ¹
Commercial, Office, and Industrial Uses, Temporary Building-Attached Signs	2/establishment	2:1	roofline	
Commercial, Office, and Industrial Uses, Freestanding Signs	2/establishment	32 sf/sign	10 ft	5 ft
Commercial, Office, and Industrial Uses, Feather Flags	5/establishment	50 sf	12 ft	5 ft
Commercial, Office, and Industrial Uses, A-frame Signs ²	1/establishment	8 sf	4 ft	5 ft
Commercial, Office, and Industrial Uses, Inflatables	1/establishment	100 sf	25 ft	10 ft
Multifamily Dwelling Complexes (e.g., apartments)	3/complex	< 10 units: 24 sf > 10 units: 32 sf	roofline if on building; otherwise 10 ft	5 ft
Agricultural Uses	1/establishment	5 sf	5 ft	5 ft
Public/Quasi-Public Uses	2/use	5 sf/sign	5 ft	5 ft

Notes:

1. Must be located outside of the clear vision triangle.
2. Must comply with standards in RCMC 23.743.100(A)
[Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.070)].

23.743.080 Allowed off-site sign standards.

New off-site commercial signage is prohibited within the city except as permitted in this section and RCMC 23.743.150, Digital freeway signs overlay. Existing off-site commercial signs (e.g., billboards) not permitted pursuant to subsection (C) of this section or RCMC 23.743.150 are considered nonconforming signs as regulated by RCMC 23.743.140. However, consistent with state law, the city does permit off-site subdivision directional signs as regulated in RCMC 23.743.085. Off-site signs shall be regulated as follows:

A. Billboard Relocation. Off-site signs which meet the eligibility criteria outlined below may be relocated from one location to another location, subject to issuance of a conditional use permit from the city council. Billboard relocations that include the use of a digital display area(s) must meet the permit requirements and development standards identified in RCMC 23.743.150, in addition to the eligibility criteria outlined below.

1. Eligibility Criteria for Existing Signs and Site Locations.

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a. Existing sign has been documented by the applicant/owner to have been lawfully erected and maintained.

b. Site has not been acquired by any public agency necessitating sign removal.

c. Existing sign owner and/or property owner has not been notified by the city that the sign must be amortized because it is presently located in an agricultural or residential zone.

d. The proposed sign location is within an industrial zone.

2. Development Standards for Relocated Signs. Relocated billboard signs shall comply with the following standards:

a. Area. The maximum area allowed shall be 720 square feet.

b. Length. The maximum length allowed shall be 50 feet.

c. Location. Each off-site sign shall be located not less than 300 feet from any other off-site sign nor closer than 75 feet from any on-site freestanding sign. No off-site sign shall be located within 200 feet of a parcel located within any agricultural or residential zone nor shall any such off-site sign be located more than 1,000 feet from a parcel lawfully used for commercial or industrial purposes. Each off-site sign shall be so located that the part of the sign closest to the street right-of-way shall be not less than 50 feet from the right-of-way. An off-site sign may be permitted with a setback the same as the building on the parcel, with a minimum setback of 25 feet.

d. Height. The maximum height shall be 30 feet.

e. Measurement of the Spacing of Off-Site Signs Regulated by This Section.

i. When measuring the separation of signs or uses along a public street, the location of each sign shall be projected at right angles to the center line of the street and distance measured along the street center line between the two points projected thereto.

ii. When measuring distance between signs located on parcels located at intersecting streets, the sign location is to be projected at right angles to the street center line and the distance is measured on the center line of the two streets between the two projected points. Only one off-site sign shall be permitted per corner parcel.

iii. Any measurement from a sign to another land use zone shall be by straight line measurements from the closest point of the sign to the zoning boundary.

f. Aesthetics.

i. The sign will not require removal or substantial trimming of existing vegetation or landscaping.

ii. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

g. Traffic Safety.

i. The sign will not be a visibility hazard to traffic on adjacent streets or parking areas.

ii. The sign will not reduce parking availability as required by this title.

iii. The sign will not interfere with on-site vehicular circulation.

h. Compatibility. The sign will not have substantial detrimental effects on views from and light striking adjacent or surrounding properties.

3. Proposed Sign and Site Location Guidelines for Relocated Signs within Automotive and Industrial Areas. The following guidelines are not mandatory but should

be considered by the designated approving authority during public hearings on conditional use permit applications for relocated signs:

a. All relocated off-site signs should be freestanding and should be built with a single supporting post, if at all possible, and should be located on no more than two supporting posts.

b. Signs should not be relocated into any special sign district.

c. Double-paneled signs should not have an interior angle between the face of the panels greater than 20 degrees. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.080)].

23.743.085 Real estate sign standards

This section describes the standards for on- and off-site limited term signs associated with real estate sales activities.

A. Allowed on-site real estate signs are exempt from permit, subject to the following limitations:

1. Not more than one on-site for sale sign and one for lease sign is permitted per property frontage.

2. The size of all on-site nonresidential real estate signs is limited to a maximum of 10 feet in height and an area of 32 square feet and shall be set back a minimum of three feet from the right-of-way (window signs are exempt from setback requirement) and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.

3. The size of all residential real estate signs is limited to 10 square feet and must be set back a minimum of three feet and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.

B. Allowed off-site real estate signs. Portable real estate signs located off site from the property advertised, for purposes of directing traffic to the property in question, may be allowed, provided they do not exceed an overall size of nine square feet each, including supports, and do not exceed a height of 30 inches. Such signs may not be located within the public right-of-way and may only be displayed on weekends and holidays when open house sales activities are ongoing (e.g., the home is open to the public for viewing and inspection). One sign may be placed for each change in direction of travel to a maximum of five signs.

C. Allowed temporary signs for subdivision real estate sales. Signs of this type are temporary, limited-term signs that provide direction/location information to motorists and pedestrians for initial home sales of multiple lots with a single builder within a master planned community, including both single-family and multifamily for-sale products. These signs are allowed during active home sales and must be removed when sales have concluded. These signs are exempt from permit, subject to the following limitations:

1. On-site subdivision balloons. 5 balloons per sales trailer or model home complex to a maximum height of 65 feet are allowed.

2. On-site subdivision directional signs. 1 temporary subdivision directional sign per subdivision entrance to a maximum of 6 such signs are allowed.

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Each sign can be up to 32 square feet and a maximum height of 10 feet. Signs must be setback 10 feet from the right of way.

3. On-site subdivision flags. Up to 10 flag poles per subdivision are allowed. Flags can be up to 15 square feet each and up to 20 feet tall. Poles must be setback 10 feet from the right of way.

4. Weekend directional stake signs. Weekend directional stake signs are those signs customarily displayed on the weekends, measuring less than nine square feet in area, and mounted on wooden stakes. Such signs may be used to identify the name and location of active home sales as part of a new residential subdivision/condominium project; provided, that each face of the sign does not exceed four square feet, and it is mounted such that it is no more than four feet tall from the ground and is set back a minimum of five feet from the edge of the roadway pavement. Additionally, such signs are only allowed on a temporary basis from noon on Friday to no later than noon on the following Monday. In the event that Friday is a nationally recognized holiday, said signs may be erected on Thursday after noon. In the event that Monday is a nationally recognized holiday, said signs may remain in place until Tuesday by noon. In no event may a weekend directional stake sign be located within a roadway median.

5. Off-site subdivision freestanding signs. Off-site subdivision freestanding signs are allowed within the city limits, up to 5 such signs per subdivision, to a maximum of 32 square feet and 10 feet in height for each individual sign. These signs are prohibited within the public right of way or on any city-owned property. These signs shall be kept in good repair for the duration of the homes sales activities.

23.743.090 General development, maintenance, and removal provisions for all sign types.

This section describes the standards applied to the development, maintenance, and removal of signs within the city.

A. Measurement of Sign Area.

1. Generally. When the sign is composed of letters applied to the building without a distinctive background (e.g., channel letters), the area of the sign may be measured by the height of the letters times the length of each line of letters and may be computed at 75 percent; otherwise, the area of the sign shall be measured to the outside perimeter of the sign, including the area of any voids within a simple bounding perimeter. See Figure 23.743-5 (Sign Area).

Figure 23.743-5: Sign Area

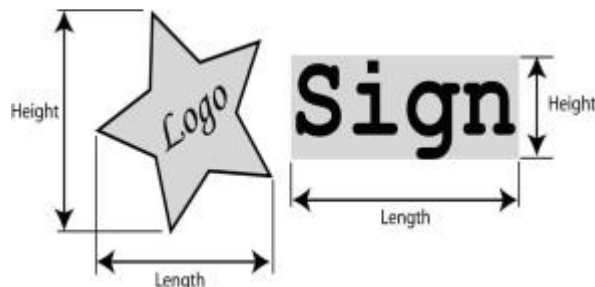


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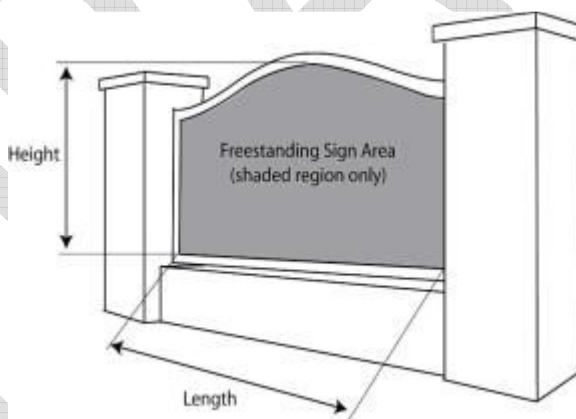
2. Awning or Canopy Signs. Sign copy which is applied to an awning or canopy shall be computed at 100 percent of the area within a single rectangle enveloping the sign copy. See Figure 23.743-6 (Awning or Canopy Sign Area).

Figure 23.743-6: Awning or Canopy Sign Area



3. Freestanding Signs. Freestanding signs are to be computed as total height by the total length of the sign or signs for one side for double-faced signs, excluding framework of separate single wood post or masonry column and single wood or masonry beam. The base of a monument sign is not part of the sign. See Figure 23.743-7 (Freestanding Sign Area).

Figure 23.743-7: Freestanding Sign Area



4. Three-Dimensional Objects. Where a sign consists of one or more three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area shall be measured at their maximum projection upon a vertical plane, as viewed from a position in the public right-of-way which produces the largest visual projection. Such area contributes to the overall allowable sign area for the development type.

B. Measurement of Sign Height. Sign height shall be measured from the uppermost part of the sign used in determining the area of the sign to the lowest elevation at the base of the sign.

C. Maintenance of Signs. All signs shall comply with the following criteria:

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1. All transformers, equipment, programmers, and other related items shall be screened and/or painted to match the building or shall be concealed within the sign.

2. All permanent signs shall be constructed of quality, low-maintenance materials such as metal, concrete, natural stone, glass, and acrylics. Techniques shall be incorporated during construction to reduce fading and damage caused by exposure to sunlight or degradation due to other elements.

3. All signs shall be constructed in compliance with any applicable building, electrical, or other code in effect at the time of construction or maintenance, with particular respect to wind and seismic loads and overturning moment.

4. All freestanding signs that incorporate lighting shall have underground utility service.

5. Signs shall be cleaned, updated, and/or repaired as necessary to maintain an attractive appearance and to ensure safe operation of the sign. Unacceptable sign conditions include broken or missing sign faces, broken or missing letters, chipped or peeling paint, water damage, missing or inoperative lights, exposed mechanical or electrical components, and missing or broken fasteners. Failure to respond to a written request from the city to perform maintenance work shall result in revocation of the sign's permit or status as exempt from permit, subject to the appeal provisions of this code.

6. All temporary signs and banners shall be made of a material designed to maintain an attractive appearance for as long as the sign is displayed.

7. All illuminated signs shall be of such intensity or arranged in such a manner so as to avoid unreasonable glare for abutting properties or vehicular traffic.

D. Illumination Standards. The artificial illumination of signs, either from an internal or external source, shall be designed to minimize negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:

1. External light sources shall be directed and shielded to limit direct illumination of an object other than the sign;

2. The light from an illuminated sign shall not be of an intensity or brightness that will create glare or other negative impact on residential properties in direct line of sight to the sign;

3. Unless otherwise permitted by another provision of this chapter, signs shall not have blinking, flashing, or fluttering lights, or other illumination devices that have a changing light intensity, brightness, or color, unless otherwise allowed as an electronic message sign;

4. Colored lights shall not be used in a manner so as to be confused with traffic control devices;

5. Reflective type bulbs and incandescent lamps that exceed 15 watts shall not be used on the exterior surface of signs so that the face of the bulb or lamp is exposed to a public right-of-way or adjacent property; and

6. Light sources shall utilize energy-efficient fixtures to the greatest extent possible.

E. Sign Removal or Replacement. When a sign is removed or replaced, all brackets, poles, and other structural elements that support the sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure. This provision does not apply to routine maintenance.

F. Setback and Spacing of Freestanding Signs.

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1. The minimum setback distance for signs shall be measured from the back of the public right-of-way, unless an encroachment permit is granted.

2. Except as provided herein, setback for signs shall be measured from the future right-of-way as provided by subsection (F)(1) of this section to the closest edge of the sign. For streets which are improved to a width less than the future right-of-way, setback for signs may be measured from the existing improvements meeting current city standards; provided, that a relocation agreement shall be recorded at the owner's expense which guarantees that the property owner agrees to relocate the sign at his/her own expense to the required setback from the right-of-way at such time that the city widens (or causes to be widened) the street to the future right-of-way. For parcels where improvements are not complete to meet present city standards, setback shall be measured from that point which would abut city standard improvements if they were installed. For parcels that do not have existing improvements and where other parcels within the same block have improvements, the setback may be measured from a projection of existing street improvements within the same block. In no case shall a sign be located within the dedicated right-of-way.

G. Location of Building Signs. Building signs may be located along any frontage of a building that faces directly onto a public right-of-way or an internal circulation path of the site. Orientation of signs such that they face directly onto residential property is to be avoided and is allowed only when there is no practical alternative and the visibility of the sign from the residence is minimized. Building mounted signage on multi-story buildings shall be integrated into the building architecture and shall not be installed in a manner that results in the sign either extending above the roofline or appearing as such. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.090)].

23.743.100 Special development standards for specific sign types.

This section describes the standards for certain types of signs as defined in RCMC 23.743.030 (Definitions). These provisions are consistent with the development standards for signs as listed in Table 23.743-1 (Allowed Permanent On-Site Sign Standards).

A. A-frame Signs. A-frame signs may be permitted with a Temporary Use Permit and subject to the standards in Table 23.743-3 and the following:

1. A-frame signs shall only contain information and advertising for the establishment placing the sign.

2. A-frame signs shall not be located within the public right-of-way, clear vision triangle, required path of travel, parking spaces, drive aisles, and landscape planters, and shall not block building entries or emergency exits.

3. A-frame signs shall have a locking arm or other device to stabilize the structure.

4. A-frame signs shall be displayed only during the regular business hours of the establishment.

5. A-frame signs shall not be illuminated.

6. A-frame signs shall be made of sturdy material not susceptible to fading or damage from use and weather. The use of paper or cloth is not permitted unless located within a glass or plastic enclosure.

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B. Awning and Canopy Signs. Awning or canopy signs may be permitted only as an integral part of the awning or canopy to which they are attached or applied. Awning and canopy signs shall be regularly cleaned and kept free of dust and visible defects.

C. Blade/Bracket Signs. All signs projecting over walks, halls, corridors, passageways, or aisles shall be installed in compliance with the Handicapped Access Regulations, California Code of Regulations, Title 24, State Building Code, Part 2, Section 2-1721, entitled "Protruding Objects."

D. Freestanding Signs.

1. Design. The mass/scale of a freestanding sign shall be consistent with the overall design of the building. The design and placement of the sign shall not interfere with the required clear vision triangle.

2. Landscape Requirements. See RCMC 23.716.060(H) (Signs).

3. Construction. Only monument signs are permitted types of permanent freestanding signs in the city. Signs constructed with exposed metal poles that are not architecturally integrated into the design of the sign are considered pole signs and are prohibited. Freestanding signs may be constructed with poles as a substructure; provided, that the poles are covered with architectural cladding or coverings so they appear to be architecturally integrated.

E. Building-Attached Signs. Building-attached signs (e.g., wall signs, channel letter signs) shall comply with the following development standards:

1. Location. The sign shall not be placed to obstruct any portion of a window, doorway, transom, or other architectural detail.

2. Maximum Area and Height. The sign shall not project above the edge of a structure and shall comply with the height requirements established in Table 23.743-1 (Allowed Permanent On-Site Sign Standards).

3. Projection from Wall. The sign shall not project from the surface upon which it is attached more than required for construction purposes and in no case more than 18 inches. See RCMC 23.743.090 (General development, maintenance, and removal provisions for all sign types) for three-dimensional elements on all signs. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.100)].

23.743.110 Special sign districts.

Nothing within this chapter shall prohibit the city from establishing special sign districts for specific areas or districts of the city. The intent of these special sign districts is to provide a uniform and consistent branding and identification for areas of the city which would benefit from such regulations. Examples may include, but are not limited to, the downtown and the convention district. As part of the special sign district, the city may adopt special development standards for private party signs that apply to property within the special sign district. The designated approving authority for adoption of special sign districts shall be the city council and the process for adoption shall be the same as for text amendments to this zoning code. Upon adoption, each special sign district shall be listed herein for reference, and the boundaries and title of the special sign district shall be added to or otherwise designated on the city zoning map. Applications for zoning clearance under the regulations of a special sign district shall be reviewed in the same manner as other zoning clearances for signs. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.110)].

23.743.120 Special sign corridors.

A. Purpose and Designation. The special sign corridors are hereby designated along state highways, county roads, and rivers which accommodate the traveling public. These types of corridors have traditionally attracted large, bright, gaudy signs in an effort to attract the attention of the traveler to a business or a product which may or may not be related to the travel way or the needs of the traveler. The purpose of the regulations in this section is to make provisions for signs that identify the name and type of business in an aesthetic manner that complements the architecture of the building and serves the needs of the traveling public.

B. Locations and Boundaries of Special Sign Corridors. The following roads, rivers, and other travel ways shall have a special sign corridor established for them based upon a radius/buffer from the established centerline of the roadway as identified. These special sign corridors and their respective radii shall be delineated on the city zoning map (see RCMC 23.301.030, Zoning map).

1. U.S. Highway 50: 1,000-foot radius/buffer;
2. Sunrise Boulevard from the American River to Jackson Highway: 500-foot radius/buffer;
3. American River centerline/northern city limits: 500-foot radius/buffer.

C. Permit Required.

1. Within the special sign corridors, an administrative use permit shall be required from the designated approving authority prior to issuance of zoning clearance for any freestanding sign located within the special sign corridor. A freestanding sign included in an approved Unified Sign Program provided for by RCMC 23.743.120(C)(2) is exempt from the Administrative Use Permit requirement. For all other signs, only zoning clearance (administrative approval) is required.

2. Where the building and facilities are of size, shape, height, or of such geographical conditions or location that office use sign provisions are not appropriate, building-mounted signage and freestanding signs for said parcel or integrated development may be considered by Unified Sign Program when the designated approving authority finds that the proposed sign or signs:

- a. Are proportional and in scale with the buildings.
- b. Are compatible in design, color, and material with the building and surrounding area.
- c. Do not constitute a special privilege over adjoining uses.
- d. Do not block from view existing buildings and existing signs.
- e. Are unobtrusive.
- f. Are in keeping with the intent of the sign regulations.
- g. Do not exceed the height and size allocation established in Table 23.743-1 for signs located on parcels in the same zone which are not within the special sign corridor.

D. Applicability to Special Standards. Unless otherwise exempted, all signs proposed for property located either entirely or partially within a special sign corridor shall require issuance of zoning certification and shall conform to the special development standards herein established. Those signs specifically exempted from these special standards include the following:

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1. Signs otherwise exempt from the requirement for zoning clearance as identified in RCMC 23.743.040(E) (Exempt Signs), provided they conform to any applicable development standards listed therein (e.g., directional signs);

2. Signs for automotive service stations, limited to signage specifically required by state law;

3. Signs which can be shown by the applicant through a visual simulation or other quantifiable justification to not be visible from the roadway or travel way associated with the respective special sign corridor.

E. Prohibited Signs. In addition to the provisions of RCMC 23.743.050 (Prohibited signs), the following additional sign types shall be prohibited within special sign corridors:

1. Pole signs.

2. Any off-site sign except the following:

a. Off-site subdivision signs developed consistent with the standards of RCMC 23.743.080(B) (Multi-Development Kiosk); or

b. Billboards relocated pursuant to the standards of RCMC 23.743.080(C) (Billboard Relocation), provided the sign being relocated to the special sign corridor was already located within a special sign corridor.

c. Digital freeway signs allowed pursuant to the standards of RCMC 23.743.150 (Digital freeway signs overlay), provided the digital freeway sign is a refurbished, existing traditional billboard, or replaces an existing sign that is being relocated from elsewhere within the special sign corridor.

F. Standards for Signs in Special Sign Corridors.

1. Generally, all signs located within a special sign corridor, regardless of associated use type or underlying zoning district, shall conform to the development standards listed in Table 23.743-1 (Allowed Permanent On-Site Sign Standards) for office uses.

2. The exception to this standard shall be, as described in subsection (D) of this section (Applicability to Special Standards), if an applicant can demonstrate that a proposed sign will not be visible from the roadway or travel way associated with the respective special sign corridor, that sign may be developed consistent with the provisions for the associated use type.

3. For parcels with no public street frontage and being served by access easement, mutual parking agreement, or a private road, that parcel may have one monument sign at the point of access to a public or private street consistent with the following standards:

a. The maximum area allowed shall be 24 square feet.

b. The maximum height allowed shall be six feet.

c. The minimum setback allowed shall be 10 feet from existing street improvements or right-of-way line, or as otherwise determined by enforcement agency when other than a public street.

d. A minimum of 50 feet of spacing shall be maintained between the subject freestanding sign and any other freestanding sign.

e. The sign shall be located within a landscaped area with a minimum of three feet of landscape area in each direction. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.120)].

23.743.130 Gateway signage program.

A. Establishment and Purpose. The city does hereby establish a gateway signage program for the purposes of establishing special signage at key entrances into the city and major districts within the city. The city recognizes that by providing major signage opportunities at key entrances to the city and major districts (e.g., downtown, convention area, regional town center), the businesses, activities, events, and places of the community can be promoted for the greater public benefit.

B. Location Requirements for Gateway Signs. Gateway signs may be located at each of the entrances to the city from U.S. Highway 50, including Bradshaw Road, Mather Field Road, Zinfandel Drive, Sunrise Boulevard, and Rancho Cordova Parkway. Gateway signs must be located on property within the city limits, within the city's public right-of-way, or within the Caltrans right-of-way upon issuance of a Caltrans encroachment permit. Gateway signs may also be located as part of any regional town center zone.

C. Administration, Design, and Operation of Gateway Signs. The gateway signage program is a city-administered program. The process for securing sites, designing the signs, leasing or otherwise providing space on the sign for identification of uses and events in the city, maintaining the signs, and other functions shall be established by city council resolution and may be updated from time to time as deemed necessary by the council. Nothing herein shall prohibit the city from acquiring the services of a private organization for purposes of designing, constructing, maintaining, and operating the sign(s).

D. Special Development Standards for Gateway Signs. Because of the unique location and purpose of gateway signs, the following general development standards shall apply:

1. As a freestanding sign, gateway signs may be either monument or pylon signs. The maximum height allowed shall be 60 feet. The maximum allowed area for all signage on each gateway sign shall be 1,000 square feet.

2. No more than one sign shall be located at each freeway off-ramp site or regional town center zone.

3. The sign should include the city logo and identification, through text and/or iconic signage, of the area of the city with which it is associated (e.g., Cordova Town Center, Sunrise Station, Mills Station/Mather Field).

4. All other development standards listed in RCMC 23.743.090 (General development, maintenance, and removal provisions for all sign types) shall be adhered to, especially illumination standards. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.130)].

23.743.140 Nonconforming and abandoned signs.

A. Except as otherwise provided in this chapter, any sign lawfully in use on the effective date of the ordinance codified in this title, or any amendment thereto, shall be considered a legal use and as such may continue to operate and exist, provided:

1. Nonconforming signs shall be kept in good repair and visual appearance. Structural alterations or modifications of any nonconforming sign are prohibited. Structural repair resulting in same size and shape is permitted subject to the provisions

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of RCMC Title 18. Change of copy on a nonconforming sign shall be allowed, provided the change does not increase the area of the sign (see RCMC 23.743.040).

2. Whenever any modifications, alterations, or changes occur or are proposed as provided in Chapter 23.170 RCMC (Nonconforming Uses and Structures), the sign shall be brought into conformance with the provisions, standards, and regulations of this chapter, requiring issuance of zoning clearance.

B. The city council or other designated approving authority may, as a condition of rezoning, design review or use permit (any type), or other development entitlement, require any nonconforming sign on the applicable property to be removed or altered so as to comply with the provisions of this chapter.

C. Off-site signs, except off-site subdivision directional signs that were lawfully erected pursuant to the zoning code in effect immediately prior to December 26, 1985, and which do not comply with Sacramento County Ordinance No. SZC 85-124, shall be nonconforming signs subject to the remedies in Business and Professions Code Section 5412. The failure to have a conditional use permit for an off-site sign as of December 26, 1985, shall not, by itself, cause a sign to become nonconforming.

D. Sign structures which have no message attached to them for more than 90 days shall be considered abandoned signs and as such may be abated by the city. For regulatory purposes, any factors indicating abandonment shall not begin occurring until 90 days after the ordinance codified in this chapter first goes into effect. [Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.140)].

F. Abandoned Signs. An abandoned sign pursuant to Section 23.743.030 shall be removed or altered within 90 days after it becomes an abandoned sign.

23.743.150 Digital freeway signs overlay.

A. Purpose and Designation. The digital freeway signs overlay is hereby established to enable the consideration of digital freeway signs in certain, specific locations within the city. Digital freeway signs located within the overlay area that meet the development standards established below may be permitted through a conditional use permit. Digital freeway signs are only allowed as billboard relocations or as conversions of an existing billboard in place.

B. Location. The digital freeway signs overlay encompasses two specific geographies in the northeastern area of the city. As seen in Figure 23.743-8, the Sunrise Boulevard area is bound by Highway 50 on the north, Folsom Boulevard on the south, Citrus Road on the west, and the terminus of the industrially zoned parcels on the east. Also, as seen in Figure 23.743-8, the Hazel Avenue area is bound by Highway 50 on the north, Folsom Boulevard on the south, and Hazel Avenue on the east. Digital freeway signs proposed outside of these two specific areas are prohibited.

Figure 23.743-8: Digital Freeway Signs Overlay Location

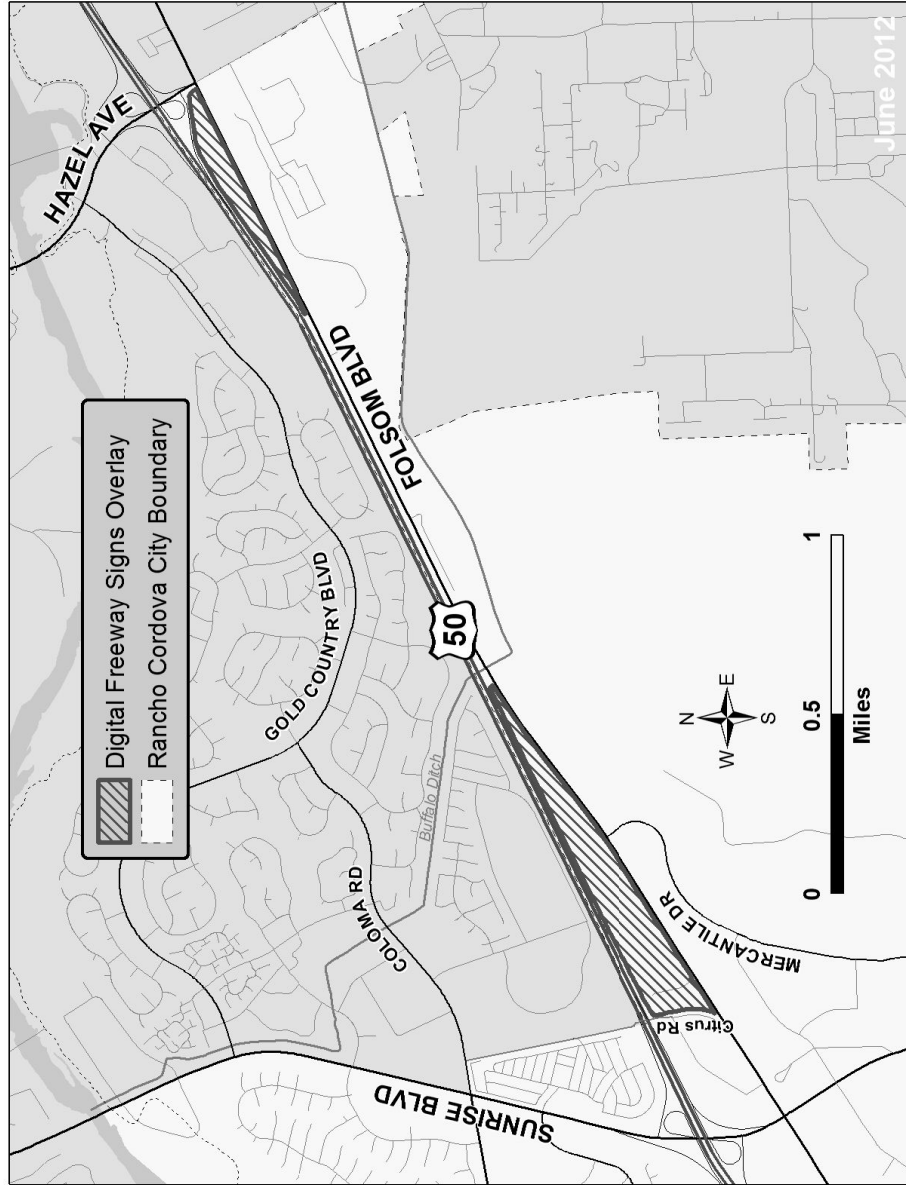


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C. Development Standards.

1. Legally existing billboards may be refurbished to become a digital freeway sign, subject to the development standards below and issuance of a conditional use permit.

a. Number of Faces. A digital freeway sign may consist of, at most, two digital display areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 45 degrees.

b. Height. The maximum height shall be 60 feet.

c. Area. The maximum area of each digital display area is 672 square feet.

d. Distance between Signs. No digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits.

e. Sign Structure. The sign structure supporting and surrounding the digital display area shall be as small as feasibly possible so as to avoid any unnecessary height or width to the sign. The sign structure shall not add stylistic or architectural detailing to further call attention to the sign.

f. Pole Cladding. Decorative pole covering is required for newly constructed digital freeway signs as well as any existing traditional billboard that is converted to a digital freeway sign. Such covering shall be simple and streamlined in material and design so as to not call further attention to the sign.

g. Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing or scintillating lighting, or varying light intensity.

h. Minimum Display Time. Each message on the sign must be displayed for a minimum of eight seconds.

i. Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day.

j. Aesthetics. The sign will not require substantial trimming or reduction of existing vegetation and landscaping. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

k. Traffic Safety. The sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign will not reduce parking availability as required by this title. The sign will not interfere with on-site vehicular circulation.

l. Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the city council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the digital display area will occur. The owner is responsible for obtaining any required ministerial permits for technology improvements as required by applicable code.

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standards. The city will expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.

m. Community Messaging. The city shall be provided with access to a portion of the total available display time to allow the city to present messages of community interest. This access shall also include other appropriate agencies for the purpose of displaying public safety messages such as “Amber Alert” messages and emergency-disaster communications.

n. Quality and Maintenance Plan. The applicant must establish a quality and maintenance plan in order to ensure implementation of all above-listed development standards and to assure the proper maintenance and repair of the digital freeway sign as needed.

2. Billboard Removal. For every one digital freeway sign installed, the applicant must permanently remove at least four legally existing billboard structures (each of which may have more than one billboard sign face) within the city prior to operation of the digital freeway sign. An existing billboard being refurbished as a digital freeway sign may count as one of the four required permanent removals.

3. Operating Agreement. At the applicant’s request, the city and applicant may enter into an operating agreement in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (C)(1) of this section or reduce the required billboard removals under subsection (C)(2) of this section. The city council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent to those that would be achieved through strict compliance with subsection (C)(1) or (C)(2) of this section. [Ord. 23-2013 § 3 (Exh. A); Ord. 16-2012 § 3 (Exh. A)].

MEMORANDUM

DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Sr. Accountant

SUBJECT: Treasurer's Report – March 31, 2014



RECOMMENDATION

This report is informational only. It is recommended that the report be received and filed.

RESULT OF RECOMMENDED ACTION

This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

BACKGROUND

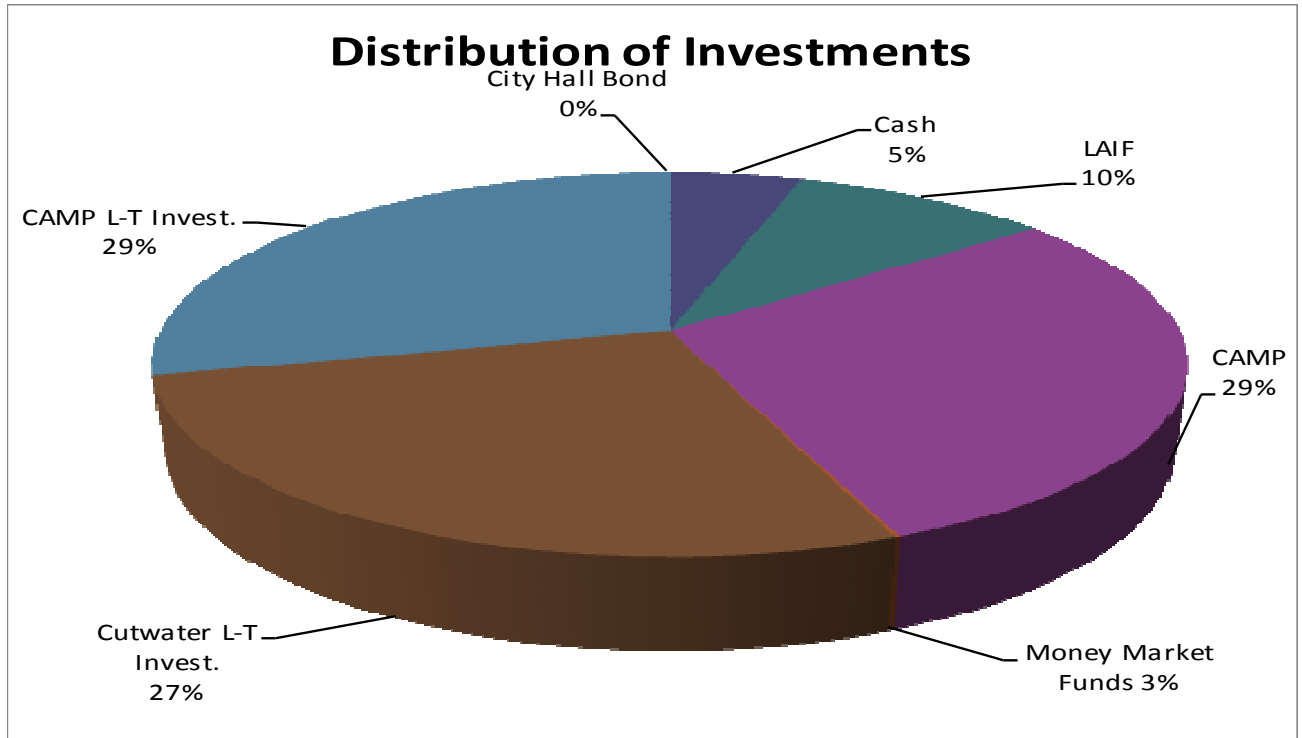
Attached is the quarterly Treasurer's report for the period ending March 31, 2014. Treasurer's reports are provided to Council on a quarterly basis.

At December 31, 2013 the current value of the City's total portfolio was \$90 million. Since that time, the balances have increased by \$5.3 million with an ending balance of \$95.3 million as of March 31, 2014. Of that, the General Fund Cash and Investments balance was \$18 million. Cash and short-term investments increased by \$6 million while long-term investments decreased by \$850,000. The overall portfolio is well diversified with \$53 million invested in marketable securities. \$37 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). The remainder consists of \$5 million on deposit with our banks and \$5,201 is invested in a City of Rancho Cordova City Hall bond. 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.

The city received our first property tax installment on January 31, 2014. As a result, cash and investments increased by \$9 million at the beginning of this quarter.

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.

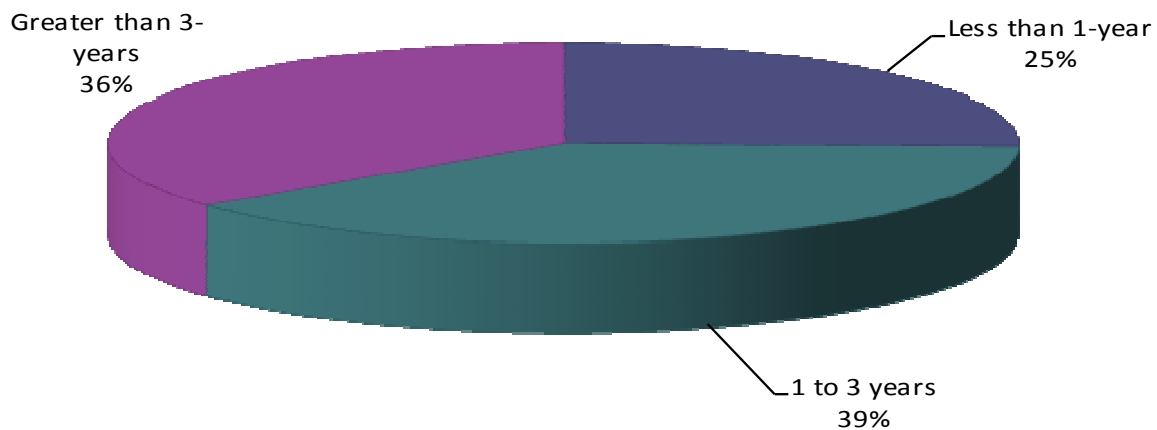
The distributions of investments are displayed in the following chart:



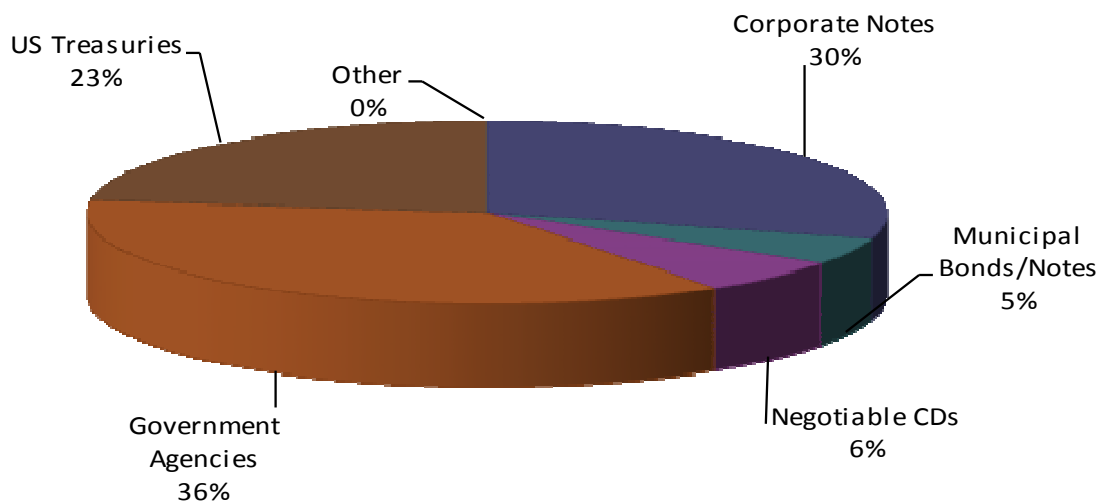
Analysis of long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1-year	\$ 13,430,000	\$ 13,585,174	25.45%
1 to 3 years	20,435,000	20,717,776	38.81%
Greater than 3-years	18,875,000	19,084,543	35.75%
	<u>\$ 52,740,000</u>	<u>\$ 53,387,493</u>	100.00%

Long Term Investments - Time Period



Long Term Investments - Categories



ATTACHMENT(S)

1. Treasurer's Report for March 31, 2014

Rancho Cordova Treasurer's Report March 31, 2014

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	4,614,582	4,614,582	4,614,582	n.a.
Bank of Sacramento	50,564	50,564	50,564	n.a.
	4,665,146	4,665,146	4,665,146	
Local Agency Investment Fund (LAIF)				
	9,206,643	9,206,643	9,206,643	n.a.
California Asset Management Program (CAMP)				
	27,926,069	27,926,069	27,926,069	n.a.
Wells Fargo Adv Treasury Plus MMF (MBIA)				
	102,564	102,564	102,564	n.a.
Long-Term Investments - Cutwater/MBIA:				
ING Funding	1,000,000	998,453	999,930	4/21/2014
Federal Farm Credit Bank Notes	500,000	497,895	501,538	6/2/2014
Freddie Mac Notes	750,000	757,025	752,293	7/30/2014
U.S. Treasury Notes	750,000	753,809	751,201	8/15/2014
Freddie Mac Notes	750,000	759,780	752,651	8/20/2014
Barclays US Funding	1,000,000	997,320	998,367	10/3/2014
Federal Home Loan Bank Notes	750,000	802,605	763,739	12/12/2014
Pfizer Inc	1,000,000	1,057,600	1,044,937	3/15/2015
PEFCO	700,000	748,440	733,781	5/15/2015
Federal Farm Credit Bank Notes	725,000	731,869	735,316	7/20/2015
U.S. Treasury Notes	750,000	784,219	765,615	7/31/2015
Federal Farm Credit Bank Notes	1,100,000	1,100,528	1,101,088	8/19/2015
Fannie Mae Notes	750,000	773,408	765,403	10/26/2015
Union Bank NA	500,000	524,060	522,715	6/6/2016
Federal Farm Credit Bank Notes	750,000	750,960	749,219	6/17/2016
U.S. Treasury Notes	500,000	512,461	510,625	7/31/2016
Coca Cola Co	500,000	513,440	511,962	9/1/2016
PNC Bank NA	500,000	504,690	503,501	10/3/2016
Colgate-Palm Co	500,000	503,540	505,021	1/15/2017
IBM Corp	750,000	755,655	753,903	2/6/2017
Freddie Mac Notes	1,750,000	1,752,187	1,751,878	5/9/2017
Berkshire Hathaway	400,000	409,253	404,959	5/15/2017
Federal Home Loan Bank Notes	2,000,000	2,003,280	1,991,368	7/28/2017
PEPSICO Inc	500,000	498,965	498,794	8/13/2017
Fannie Mae Notes	1,500,000	1,494,165	1,485,952	8/28/2017
Fannie Mae Notes	500,000	501,350	496,818	9/20/2017
JP Morgan Chase	400,000	474,708	459,189	1/15/2018
Wells Fargo	400,000	400,124	396,277	1/16/2018
Wal-Mart	400,000	480,332	460,709	2/15/2018
Fannie Mae Notes	2,000,000	2,022,480	1,993,674	3/13/2018
GE Capital	400,000	475,296	457,263	5/1/2018
GE Capital	450,000	519,899	514,421	5/1/2018
Apple Inc.	400,000	396,703	387,841	5/3/2018
Sub-total	25,625,000	26,256,499	26,021,948	

Long-Term Investments -CAMP:	Par Value	Original Cost	Current Value	Maturity Date
Svenska Handelbanken NY Floating LT CD	375,000	374,943	375,210	10/6/2014
BNP Paribas NY Branch Cert Depos	575,000	575,000	575,522	11/3/2014
Freddie Mac Global Notes	400,000	402,436	401,109	11/25/2014
U.S. Treasury Notes	500,000	489,863	506,719	11/30/2014
Credit Suisse New York CD (Floating)	600,000	600,000	600,943	1/15/2015
U.S. Treasury Notes	475,000	502,554	483,387	1/31/2015
U.S. Treasury Notes	65,000	68,750	66,320	2/28/2015
U.S. Treasury Notes	440,000	465,455	448,937	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,060,936	2/28/2015
Bank of Nova Scotia Hous Cert Depos	500,000	500,000	501,435	3/6/2015
Rabobank Nederland NV NY CD	600,000	600,000	599,579	4/29/2015
JP Morgan Chase Bank NA (Floating)	550,000	550,567	550,812	7/30/2015
U.S. Treasury Notes	100,000	102,805	102,082	7/31/2015
U.S. Treasury Notes	250,000	256,543	255,205	7/31/2015
Fannie Mae Notes	750,000	770,805	765,357	10/26/2015
U.S. Treasury Notes	400,000	394,516	406,188	10/31/2015
FHLB (Callable) Global Notes	550,000	549,835	548,880	12/30/2015
U.S. Treasury Notes	1,725,000	1,789,216	1,778,637	12/31/2015
Skandinaviska Enskilda BY NT Float CD	600,000	600,000	601,650	1/4/2016
U.S. Treasury Notes	675,000	675,870	675,211	1/31/2016
CA ST TXBL GO Bonds	200,000	200,676	200,724	2/1/2016
Cisco Systems Inc Global Notes	550,000	607,860	600,682	2/22/2016
GlaxosmithKline Cap Inc Global	400,000	399,716	400,077	3/18/2016
Fannie Mae Global Notes	540,000	539,384	540,362	3/30/2016
Freddie Mac Global Notes	630,000	629,962	629,912	5/13/2016
Toyota Motor Credit Corp	255,000	254,895	255,961	5/17/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	502,185	7/1/2016
Wells Fargo & Co.	360,000	359,654	363,021	7/20/2016
Berkshire Hathaway Fin Global Notes	330,000	329,825	331,700	8/15/2016
American Honda Finance Global Notes	205,000	204,287	206,295	10/7/2016
CA ST Dept of Water Txbl Rev Bonds	140,000	140,000	139,857	12/1/2016
U.S. Treasury Notes	1,000,000	1,002,305	1,002,500	3/31/2017
U.S. Treasury Notes	1,100,000	1,108,937	1,102,750	3/31/2017
Freddie Mac Global Notes	900,000	901,260	896,731	6/29/2017
OR ST TXBL GO Bonds	200,000	200,000	198,186	8/1/2017
Palo Alto USD, CA GO Bonds	550,000	550,000	550,924	8/1/2017
IBM Copr Notes	600,000	693,852	686,550	9/14/2017
Fannie Mae Global Notes	575,000	570,555	566,818	10/26/2017
CA ST TXBL GO Bonds	510,000	511,821	512,825	11/1/2017
ConocoPhillips (callable) Global Notes	400,000	391,320	395,269	12/15/2017
Freddie Mac Global Notes	650,000	648,284	636,663	3/7/2018
General Elec CAP Corp Global Notes	600,000	601,338	596,852	4/2/2018
U.S. Treasury Notes	350,000	346,814	339,035	4/30/2018
Microsoft Corp Global Notes	145,000	144,909	141,570	5/1/2018
Apple Inc Global Notes	265,000	264,022	256,878	5/3/2018
Univ of Cal Txbl Rev Bonds	385,000	385,000	390,047	5/15/2018
Berkshire Hathaway Notes	210,000	209,878	206,466	5/15/2018
Fannie Mae Global Notes	250,000	246,212	243,236	5/21/2018
Fannie Mae Global Notes	500,000	495,775	486,472	5/21/2018
Chevron Corp Global Notes	380,000	380,000	378,711	6/24/2018
Coca-Cola CO/The Global Notes	300,000	299,571	296,966	11/1/2018
Sub-total	27,110,000	27,555,317	27,360,344	

Long-Term Investments - Brandis Tallman			Par Value	Cost	Current Value	Maturity
	City Hall COP bond		5,000	5,000	5,201	2/1/2035
			<u>\$ 94,640,422</u>	<u>\$ 95,717,238</u>	<u>\$ 95,287,915</u>	

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, CMC, City Clerk

SUBJECT: CALLING THE NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION FOR TWO CITY COUNCIL SEATS

RECOMMENDATION

Adopt Resolution No. 30-2014 calling the November 4, 2014 General Municipal Election and requesting the Sacramento County Board of Supervisors to consolidate the General Municipal Election with the statewide election.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution allows for the consolidation of our general municipal election with the statewide election to be held on November 4, 2014 and to obtain election services from the Sacramento County Voter Registration and Elections Department. At the general municipal election, two members of the City Council will be elected for full, four-year terms. The Council Member seats currently filled by Linda Budge and Dan Skoglund expire in December 2014.

BACKGROUND

The City's General Municipal Election will be held on November 4, 2014. In accordance with Elections Code §10403, the City will file the attached Resolution with the County of Sacramento requesting consolidation of the election and setting forth the offices to be voted upon at the election. The City will also request election services from the County Voter Registration and Elections Department.

The filing period for nomination documents and candidate's statement will be July 14, 2014 through August 8, 2014. If nomination documents for an incumbent are not filed by 5:00 PM on August 8, 2014 any qualified person other than the incumbent shall have until 5:00 PM on August 13, 2014 to file nomination documents for the Council seat.

ATTACHMENTS

1. Resolution No. 30-2014
2. Notice of General Municipal Election

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 30-2014****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CALLING THE NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION**

WHEREAS, an election will be held within the City of Rancho Cordova on November 4, 2014, for the purpose of electing two members of the City Council for full, four-year terms; and

WHEREAS, a statewide general election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General Municipal Election with the statewide general election to be held on November 4, 2014; and

BE IT FURTHER RESOLVED, that the Candidate is to pay for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in his/her candidate's statement is 200 words; and the City of Rancho Cordova chooses to adopt the policy for Candidate's Statement preparation as described in the County of Sacramento's Candidates Guide under the heading of "Candidate's Statement"; and

BE IT FURTHER RESOLVED, that the City of Rancho Cordova agrees to reimburse the Registrar of Voters for actual costs accrued for each election, such costs to be calculated by the proration method set forth in the County's current Election Cost to Allocation Procedures on the basis of the amount of services provided to the City of Rancho Cordova.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ___ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2



NOTICE OF GENERAL MUNICIPAL ELECTION IN THE CITY OF RANCHO CORDOVA

Notice is hereby given that a General Municipal Election will be held in the City of Rancho Cordova on November 4, 2014. The offices for which candidates may be nominated are:

Title of Office:	City Council Member, full 4-year term
Number of Positions:	Two (2)

QUALIFICATIONS: Each candidate must meet the following qualifications for office specified in the principal act or applicable code: Be a registered voter and otherwise qualified to vote for the office of City Council Member at the time that nomination papers are issued.

CODE REFERENCE: Section 201 of Chapter 3 of the California Elections Code.

Official nominating petitions for candidates desiring to file for any of the elective offices may be obtained from and filed with the Rancho Cordova City Clerk's Office at 2729 Prospect Park Drive during the hours of 9:00 AM to 5:00 PM, Monday through Friday. Appointments are recommended by calling (916) 851-8721.

Nomination documents will be available on and after July 15, 2014 and must be filed no later than 5:00 PM on August 8, 2014. However, if nomination documents for an incumbent are not filed by 5:00 PM on August 8, 2014, any qualified person other than the incumbent shall have until 5:00 PM on August 13, 2014 to file nomination documents for the office.

In the event there are insufficient or no nominees for any office, the City Clerk shall submit a certificate of these facts to the Rancho Cordova City Council, and the City Council, at a regular or special meeting, shall adopt a course of action prescribed by Elections Code §10229.

Dated this ___ day of _____, 2014.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: TEMPORARY USE PERMIT – SIGNS FEE



RECOMMENDATION

Adopt Resolution 31-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would add a new \$60 Temporary Use Permit – Signs Fee to the Planning Department Fee and Deposit Schedule for the processing of Temporary Use Permits for Signs.

BACKGROUND

The City Council recently adopted an Ordinance amending the Sign standards for signs throughout the City. As part of that effort, the need to establish a separate fee for the processing of a Temporary Use Permit (TUP) for temporary signage was identified. The current TUP fee of \$241 exceeds the processing cost for this type of TUP since it was established by using the average processing time of all TUP types, not just the TUPs for signs.

The proposed fee was calculated through an analysis of the historical average amount of time it takes to process a temporary use permit for signs multiplied by the total billable rate of the processor. This ensures an average customer is paying all of the cost associated with processing their request while reducing the fee burden to the customer, which in turn benefits our business community.

ATTACHMENT

Resolution 31-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 31-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CREATING A NEW TEMPORARY USE PERMIT – SIGNS FEE FOR THE
PROCESSING OF TEMPORARY SIGN PERMITS**

WHEREAS, the City Council of the City of Rancho Cordova ("City") previously adopted Resolution No. 33-2010 that established new fees and deposits for City planning related services, with the intent of recovering the City's estimated actual and reasonable costs to provide such services; and

WHEREAS, the City's recent amendments to Chapter 23.743 Signs of Title 23 of the Municipal Code made certain adjustments to the temporary signage allowances aimed at being more permissive and business friendly; and

WHEREAS, the amendments will be more easily complied with by the establishment of a Temporary Use Permit - Signs Fee solely for the review of temporary sign requests; and

WHEREAS, staff has reviewed prior Sign TUP requests and determined that a \$60 fee would maintain the City's cost recovery policy while providing businesses with a reduced fee for temporary signage.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA creating a Temporary Use Permit – Signs Fee and directs staff to update the current Planning Department Fee and Deposit Schedule to include this new fee.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
John Samuelson, Operations & Maintenance Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR ON-CALL STRIPING MAINTENANCE SERVICES AGREEMENT WITH SIERRA TRAFFIC MARKINGS, INC. IN AN AMOUNT NOT TO EXCEED \$600,000

RECOMMENDATION

Adopt Resolution No. 28-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City Manager to execute an on-call contract with Sierra Traffic Markings, Inc. for striping maintenance services. The contract will be set for a three year term and will expire on July 1, 2017.

BACKGROUND

In 2011, the City began using private contractors for several of its maintenance responsibilities. The three year on-call contract that is currently in place for striping services is set to expire on June 30, 2014. Public Works has solicited proposals for continued maintenance of all striping in the City limits and received four proposals. After careful review and consideration, staff recommends awarding the contract to, Sierra Traffic Markings, Inc., based on their proposed price, available resources, and positive feedback from their references.

The contractor's bid schedule is provided and attached as **Exhibit A** to Contract No. 41-2014. The bid schedule includes unit prices for the most common types of striping in the City. The contractor will be paid based on the actual quantity of striping placed in the field. Any work that is not included in the bid schedule will be paid based on time and materials or by a project specific proposal from the contractor. The estimated quantities are for reference only and not a guaranteed amount of work.

Public Works staff recommends that a \$600,000 maximum dollar amount be assigned to this contract to allow the Department the flexibility to adjust the annual contract amount to meet the City's needs each fiscal year. This contract will be fully funded through special districts and Measure A maintenance funds.

ATTACHMENT

Resolution No. 28-2011 including Exhibit 1 – Contract No. 41-2011

CITY OF RANCHO CORDOVA

RESOLUTION NO. 28-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR
ON-CALL CONTRACT WITH SIERRA TRAFFIC MARKINGS, INC.
FOR STRIPING MAINTENANCE SERVICES**

WHEREAS, the City advertised a request for proposals on March 28, 2014 and received four proposals; and

WHEREAS, the City recommends awarding the Striping Maintenance Services to the most qualified proposal, Sierra Traffic Markings, Inc., and

WHEREAS, the agreement will be in the amount not to exceed \$600,000 and will commence on July 1, 2014 and terminate on June 30, 2017; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a three year on-call maintenance contract with Sierra Traffic Markings, Inc. (**Exhibit 1**), in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND SIERRA TRAFFIC MARKINGS, INC.
FOR ON-CALL STRIPING MAINTENANCE SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Sierra Traffic Markings, Inc., (herein "Contractor"), as of July 1, 2014.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Section 4 Scope of Services attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on July 1, 2017, unless the term of the Agreement is otherwise terminated as provided for in Section 13. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 13.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by John Samuelson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid up to \$600,000 for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the City Finance Director on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

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. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 7. INDEPENDENT CONTRACTOR. Contractor shall perform the Services as an independent contractor and nothing herein contained shall be construed to make Contractor an agent or employee of the City while providing the Services. Contractor shall be entitled to no other benefits or compensation except as provided in this Agreement.

Section 8. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 9. INDEMNIFICATION. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 10. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Last Revised August 1, 2012

Section 12. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 13. TERMINATION. Either party may terminate this Agreement without cause, upon 30 days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 14. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: John Samuelson

Contractor: Ron Johnson, Owner
Sierra Traffic Markings, Inc.
9725 Del Road, Ste. B
Roseville, CA 95747
ron@sierratrafficmarkings.com

Section 15. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento.

Section 16. ATTORNEYS' FEES. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 17. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 18. WAIVER. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 19. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Last Revised August 1, 2012

Section 20. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

CITY OF RANCHO CORDVA

CONTRACTOR

By: _____
Joe Chinn, Interim City Manager

By: _____
Ron Johnson, Owner

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

ATTEST:

By: _____
Mindy Cuppy, CMC, City Clerk

1778773.3

Last Revised August 1, 2012

EXHIBIT A

Striping Services
Request for Proposals

Proposal Sheet 2 of 24
City of Rancho Cordova

Section 1**Introduction**

The Public Works Department is releasing this Request for Proposals in order to solicit proposals from qualified contractors to provide Striping Services for the City of Rancho Cordova. The City has approximately 66,000 residents and is located in Sacramento County along the Highway 50 corridor, approximately 12 miles east of the California State Capitol.

The City has approximately 240 centerline miles of paved roadway roughly consisting of 155 miles of residential roads and 85 miles of collectors and arterials.

The work to be performed includes on-call services consisting of new installation, removal and replacement of pavement striping and markings within the City of Ranch Cordova as designated in this RFP.

This RFP contains all of the information and documents necessary to prepare and submit a responsive proposal. Proposers are cautioned to read all of the documentation provided. Proposers will be responsible for complying with all requirements identified herein. **A complete, preliminary copy of the City's contract for Striping Services is attached to this RFP as Appendix A.**



WWW.SIERRATRAFFICMARKINGS.COM

RON JOHNSON
OWNER

(916) 997-1315 CELL
RON@SIERRATRAFFICMARKINGS.COM

9725 DEL ROAD, STE. B
ROSEVILLE, CA 95747
(916) 774-9080 OFFICE
(916) 774-9088 FAX
CA LIC. #755317 C-32

Section 2**Proposal Information**

Proposals shall be made on a form provided in this packet and obtained from the City. All items on the form shall be completed. Numbers should be stated in figures, and signatures of all individuals must be original and in long-hand.

Any questions related to the proposal shall be directed to John Samuelson, Streets Operations and Maintenance Manager with the City of Rancho Cordova Public Works Department. All questions must be submitted **in writing** either by U.S. mail at the address specified for receipt of proposals, or by email at jsamuelson@cityofranchocordova.org.

Table 2.1**Key Dates and Information**

RFP Release Date:	March 28, 2014
Title:	Striping Services
Pre-Proposal Meeting:	None
Deadline for Written Questions/Clarifications:	April 14, 2014 at 3:00 p.m.
Response to Written Questions:	April 17, 2014
Proposal Due Date and Time:	April 24, 2014 at 3:00 p.m.
Contract Manager:	John Samuelson Streets Operations and Maintenance Manager
Address:	City of Rancho Cordova Public Works Department 2729 Prospect Park Drive Rancho Cordova, CA 95670
Email Address:	jsamuelson@cityofranchocordova.org

Section 3**Proposal Submittal Checklist**

- ☒ Completed and signed Cost Form (Section 6)
- ☒ Exceptions to Agreement (Section 7)
- ☒ Proposal Bond Requirements (Section 8)
- ☒ Completed, signed and notarized Non-Collusion Affidavit (Section 9)
- ☒ Designation of Subcontractors (Section 10)
- ☒ Experience and Qualifications Statement (Section 11)
- ☒ Operations Plan (Section 12)
- ☒ Signature Page (Section 13)

Section 4

Scope of Services

4.1 DESCRIPTION OF WORK

The contractor shall furnish all labor, equipment and materials required for new installation, and/or repair of striping and markings (painted and thermoplastic), raised pavement markings, object markers, delineators and channelizers. The Contractor shall also be responsible for removal and/or replacement of defective, worn and missing pavement striping and markings as well as work activities described elsewhere within this Scope of Services.

Routine Responsibilities

The Contractor shall be responsible for providing new installation, removal and replacement of pavement striping and marking within the City.

- All work shall be requested by means of a Work Order (WO) issued by the City.
- All work orders shall be completed within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the WO; receipt of a batch list of WO's or from a set day on which work generally will be performed. The final schedule of how the services will be performed shall be negotiated with the Contractor so as to provide the highest level of service in the most cost effective manner.

Proposers are to detail any services not included in the proposal and the basis for pricing should the City request those services. The basic contract is to provide services related to new installation, removal and replacement of pavement striping and markings within the City of Rancho Cordova

Except as provided in these contract documents, no unscheduled (extra) work repairs shall be made without prior written approval by the City.

Street Striping and Pavement Markings

New installation, removal and replacement of thermoplastic traffic stripes and pavement marking shall conform to Section 84-2 "Thermoplastic Traffic Stripes and Pavement Marking", of the State Specifications and Section 48-2 of the County of Sacramento's Specifications.

New installation, removal and replacement of painted traffic stripes and pavement markings shall conform to Section 84-3, "Painted Traffic Stripes and Pavement Markings", of the State Specifications and Section 48-3 of the County of Sacramento's specifications.

Thermoplastic and Painted Striping

The Contractor shall furnish all labor, equipment and materials required for new installation, removal and replacement of "Thermoplastic and Painted Striping". This work includes, but is not limited to, the following:

- Thermoplastic/painted longitudinal roadway markings
- Layout for new and replacement markings
- New installations, removal and/or replacing of longitudinal markings

Response time to requests for replacement of missing striping shall be 5 working days from receipt of a work order, weather and pavement conditions permitting.

Painted Markings

The Contractor shall furnish all labor, equipment, and materials required for new installation, removal and replacement of "Painted Markings". This work includes, but is not limited to, the following:

- Arrows
- Crosswalks
- Curbs
- Raised Bars
- Layout for replacement of missing legends
- New installation, removal and/or replacement of legends
- Barrier Lines
- Words
- Islands
- Limit Lines

Response times to requests for replacement of missing striping shall be 5 working days from receipt of work order, weather and pavement conditions permitting.

Thermoplastic Markings

The Contractor shall furnish all labor, equipment, and materials required for new installation, removal and replacement of "Thermoplastic markers". This work includes, but is not limited to, the following:

- Legends
- Arrows
- Words
- Limit Lines
- Barrier Lines
- Crosswalks
- Layout for replacement of missing legends
- New installation, removal and/or replacement of legends

Response times to requests for replacement of missing "Thermoplastic Markings" shall be 5 working days from the receipt of work order, weather and pavement conditions permitting.

Raised Pavement Markers

The Contractor shall furnish all labor, equipment, and materials required for new installation, removal and replacement of "Raised pavement markers". This work includes, but is not limited to, the following:

- Reflective pavement markers
- Non-reflective pavement markers
- Raised bars
- Layout for replacement of missing markers
- New Installation, removal and/or replacement of markers

Response times to requests for replacement of missing "Raised Pavement Markers" shall be 5 working days from the receipt of work order, weather and pavement conditions permitting.

Object Marker, Delineator & Channelizers

The Contractor shall furnish all labor, equipment, and materials required for new installation, removal and replacement of "Object Marker, Delineator & Channelizers". This work includes, but is not limited to, the following:

- New/Repair/Replacement of roadside delineators
- New/Repair/Replacement island tip markers
- New/Repair/Replacement shoulder obstruction markers
- New/Repair/Replacement Type "N" road end markers
- New/Repair/Replacement Channelizers posts
- Elimination of hazard's due to missing or obscured units

Response times shall be as follows, measured from receipt of work order:

- | | |
|---|---------------|
| • Units critical to traffic safety and/or reported as hazardous | 1 working day |
| • All other maintenance calls | 5 work days |

4.2 QUALIFICATIONS

The contractor is to be licensed in the State of California. The license shall be **C-32**

4.3 TIME OF COMPLETION

The time for completion of this contract shall be **July 1, 2017**.

4.4 ITEMS OF WORK

The construction, materials, payment, etc., for items of work shown in the Proposal, and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

4.10 PROPOSAL

The quantities shown in the Cost Forms are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the City.

4.12 NOTICE FOR INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Attn: John Samuelson. Contractor's insurance shall comply with all attached insurance requirements (Appendix B). No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with the City of Rancho Cordova.

4.13 DESIGNATION OF SUBCONTRACTORS

Contractor shall comply with the provisions of the Sacramento County Standard Construction Specifications, dated January 2008.

The form is provided in these special provisions to identify subcontractors who may provide work under this contract. The Contractor shall perform, with the Contractor's own organization and with workers under the contractor's immediate supervision, work of a value not less than fifty percent (50%) of the value of all work embraced in the contract.

4.14 PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

4.15 PREVAILING WAGE

See Section 5 in Appendix A.

4.17 PROTECTION OF EXISTING FACILITIES

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Project Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

4.18 EXISTING UTILITIES

Attention is directed to the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

4.19 TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 6 and Section 12 of the Standard Construction Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining local property access and access to existing public cross streets within the limits of this contract.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project.

The Contractor shall provide 24 hour advance notification to the occupants of the property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

When doing work on a major street, the Contractor may, with the Project Manager's approval, close the traffic lanes in accordance with the Sacramento County Standard Construction Specifications.

Lane closure shall not be allowed without the proper advance warning devices and signing and flag person control in conformance to the Sacramento County Standard Construction Specifications, and these Special Provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of the controlled traffic conditions existing at that time.

The Contractor shall do all traffic maintenance work as specified herein without direct payment.

4.20 REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

4.21 PERSONNEL

All work shall be performed by qualified and trained personnel. All workers/personnel shall be neat and orderly in appearance.

4.22 SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Project Manager prior to the commencement of this contract and further advise of any changes.

4.23 DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Project Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

4.24 PAYMENT

The Contractor shall bid on a unit price set forth within the bid schedule. The City will compensate the Contractor for all work as indicated on the Bid Schedule.

In the event that extra work is requested, but not listed in the bid items; the Contractor shall supply a written "not to exceed" estimate for the proposed work to be completed. The City may at any time determine that the extra work is either required or it is in the best interests of the City to bid these items.

A monthly invoice shall be submitted at the end of each month to the City for all routine work as requested by the City.

The Contractor's monthly maintenance invoice shall include;

- Invoice Number
- Invoice Date
- Contract Number
- Period Service Provided (Date from – Date to)
- Service Provided (reference City of Rancho Cordova Work Order)
- Number of WOs completed, including location, description of work performed, including employee's actual hours worked along with equipment and material costs.

Billing shall be submitted to the following address:

CITY OF RANCHO CORDOVA
PUBLIC WORKS DEPARTMENT
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670
ATTN: JOHN SAMUELSON

4.25 WITHHOLDING OF PAYMENT

For work deemed by the Project Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Project Manager.

4.26 FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Project Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

4.27 INSPECTION

The Contractor may receive an inspection report from the Project Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Project Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications.

Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

4.31 COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard "boilerplate" conditions, a sample of which is attached to this RFP (Appendix A), and to all other terms and conditions in this RFP.

4.32 INSURANCE

The insurance provisions attached (Exhibit B of Appendix A) must be complied with by you if awarded the contract. Proof of insurance must be provided to us prior to commencement of work under the contract.

4.33 INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

4.34 STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

4.35 STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the May 2006 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 455-3520.

4.36 PRECEDENCE

In the event of a conflict between the Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

4.37 CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.

- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

4.38 TERMINATION

Any contract resulting from this RFP may be canceled by the City upon thirty (30) days advance notice in writing at City's sole discretion.

Section 5**Basis for Evaluation of Proposals**

In order to receive consideration, responses must address all aspects of the checklist as specified in Section 3. The following general criteria will be used to evaluate the responses:

- Cost;
- Ability meet the City's Requirements;
- Experience in providing striping services for other public agencies (e.g., cities, counties or special districts);
- Financial stability;
- Experience and qualifications of employees;
- Client references;
- Quality of equipment;
- Reference checks.

Submission of a proposal implies proposer's acceptance of the evaluation criteria.

Prior to award, proposers may be required to provide an oral presentation of their proposal to a review panel and/or the City Council for evaluation that may include an equipment demonstration.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of the proposer to accept the City of Rancho Cordova's terms and conditions and specifications, but not necessarily restricted to those considerations.

Section 6**Cost Forms**

Company Name: SIERRA TRAFFIC MARKINGS, INC.

Primary Contact: RON JOHNSON

Title: C.O.O.

Business Address: 9725 DEL ROAD

City, State, Zip: ROSEVILLE, CA. 95747

Telephone No.: 916-774-9080

Fax No.: 916-774-9088

Email Address: RON@SIERRATRAFFICMARKINGS.COM

Website Address: SIERRATRAFFICMARKINGS.COM

Authorized Signature: 

The work for which this proposal is submitted is for Striping Services in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, the plans described below, and also in accordance with the all Federal, State & local codes and manufacturer's specifications.

Proposals are to be submitted for the entire work. The amount of the proposals for comparison purposes will be the total of all items.

The undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the proposer has carefully examined the attached proposed form of contract, and that the proposer proposed, and agrees if this proposal is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the proposer will take in full payment therefore the following amount to wit:

Striping Services
Request for Proposals

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City of Rancho Cordova

BID SCHEDULE

Item No.	Description		Estimated Quantity	Unit	Unit Cost
1	CenterLines	Detail 1	20,000	LF	\$.07
2		Detail 2	10,000	LF	\$.14
3		Detail 6	1,000	LF	\$.14
4	Lane Lines	Detail 8	500	LF	\$.07
5		Detail 9	500	LF	\$.14
6		Detail 12	500	LF	\$.14
7	No Passing Zones-One Direction	Detail 15	1,000	LF	\$.16
8		Detail 16	1,000	LF	\$.40
9		Detail 19	1,000	LF	\$.40
10	No Passing Zones- Two Directions	Detail 21	1,000	LF	\$.20
11		Detail 22	5,000	LF	\$.40
12	Left Edge Lines	Detail 26	500	LF	\$.10
13	Right Edge Lines	Detail 27B	10,000	LF	\$.10
14	Median Islands	Detail 29	500	LF	\$.60
15	Two-Way Left Turn Lanes	Detail 31	2,000	LF	\$.35
16		Detail 32	3,000	LF	\$.62
17	Channelizing Line	Detail 38	1,500	LF	\$.40
18		Detail 38A	1,500	LF	\$.30
19	Bike Lane Line	Detail 39	40,000	LF	\$.18
20	Intersection Line Bike Lane	Detail 39A	5,000	LF	\$.18
21	Painted Markings		30,000	SF	\$ 1.95

Striping Services
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Item No.	Description	Estimated	Unit	Unit Cost	
Thermoplastic Striping		Quantity			
22	Center Lines	Detail 1	1,000	LF	\$.24
23		Detail 2	1,000	LF	\$.30
24		Detail 6	5,000	LF	\$.30
25	Lane Lines	Detail 8	1,000	LF	\$.23
26		Detail 9	30,000	LF	\$.30
27		Detail 12	10,000	LF	\$.30
28	No Passing Zones-One Direction	Detail 15	2,000	LF	\$.75
29		Detail 16	2,000	LF	\$.88
30		Detail 19	2,000	LF	\$.88
31	No Passing Zones- Two Directions	Detail 21	3,000	LF	\$.75
32		Detail 22	3,000	LF	\$ 1.00
33	Left Edge Lines	Detail 26	5,000	LF	\$.10
34	Right Edge Lines	Detail 27B	5,000	LF	\$.33
35	Median Islands	Detail 29	1,000	LF	\$ 1.90
36	Two-Way Left Turn Lanes	Detail 31	5,000	LF	\$ 1.75
37		Detail 32	5,000	LF	\$ 1.95
38	Channelizing Line	Detail 38	10,000	LF	\$.74
39		Detail 38A	5,000	LF	\$.62
40	Bike Lane Line	Detail 39	7,000	LF	\$.50
41	Intersection Line Bike Lane	Detail 39A	3,000	LF	\$.45
42	Lane Line Extension	Detail 40	3,000	LF	\$ 2.35
43	Thermoplastic Markings		2,000	SF	\$ 3.25
Other					
44	Raised Pavement Markers		3,000	EA	\$ 3.00
45	Object Markers, Delineator & Channelizer		200	EA	\$ 40.00
46	Remove Traffic Stripe by Grinding		20,000	LF	\$.45
47	Remove Pavement Marking by Grinding		5,000	SF	\$ 2.00
48	Remove Traffic Stripe by Sandblasting w/cleanup		1,000	SF	\$ 10.00

Note: Detail numbers per the 2010 California MUTCD

Section 7**Exceptions to Agreement**

Proposers are to prepare the Cost Form (Section 6) based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the proposer takes exception to the RFP specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the proposer in this RFP, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the proposer's firm to the Agreement in the manner set forth below.

Date: 4/23/2014Name: Ron JohnsonTitle: C.O.O.Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

Striping Services
Request for Proposals

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City of Rancho Cordova

Section 8

Proposal Bond Requirements

Proposal Bonds:

☐ required

☒ not required

Section 9**Non-Collusion Affidavit**

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

Ron Johnson (name) being first duly sworn, deposes and says that he or she is C.O.O. (title) of SIERRA TRAFFIC MARKINGS, INC. (company name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SIERRA TRAFFIC MARKINGS, INC.
Company Name (Printed)

4/23/2014
Date

[Signature]
Authorized Signature

Ron Johnson
Name (Printed)

C.O.O.
Title

Subscribed and sworn to before me

this 23 day of April, 2014.

[Signature]
Signature of Notary Public



Section 10**Designation of Subcontractors**

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total proposal or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK %	ESTIMATED ANNUAL DOLLAR AMOUNT
<i>- NONE -</i>		

Section 11**Experience and Qualifications Statement**

The proposer has been engaged in the contracting business, under the present business name for 5 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 30 years.

The proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

Please provide written explanation on a separate sheet(s).

The following contracts have been satisfactorily completed in the last seven (7) years for the persons, firm or authority indicated, and to whom reference is made:

Contract Year(s)	Type of Work Performed	Annual Contract Amount	Client/Agency Name	Contact Name /Title Phone Number	
2013	Thermoplastic STRIPING	\$450,000.00	CITY OF SAN JOSE SLURRY	STEVE WATERS - INSPECTOR 408-836-6492	LVM
2013	Thermoplastic STRIPING	\$248,000.00	CITY OF Roseville	NINA BUELVA - Engineer 916-746-1300	*
2013	thermoplastic & PAINT STRIPING	\$206,000.00	CITY OF SACRAMENTO	Ron Smith - Inspector 916-804-7592	NA
2013	Thermoplastic & PAINT STRIPING	\$260,000.00	CITY OF Folsom	Ryan Chance - Engineer 916-548-9994	*
2012-14	ON-CALL STRIPING	\$110,000.00	CITY OF CITRUS HEIGHTS	STUART HOGKINS - Eng. 916-727-4770	*

Section 12**Operations Plan**

- I. Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Fuel Type	TRUCK #
1 EA.	MRL 4-8000 THERMOPLASTIC STRIPING TRUCK *	2014 NEW	DIESEL/PROPANE	#89
2 EA.	MRL THERMOPLASTIC STRIPER TRUCK	1998 - GOOD 1997 - GOOD	DIESEL/PROPANE DIESEL/PROPANE	#64 #63
1 EA.	5C8000 STERLING PAINT TRUCK	2002 - GREAT	DIESEL	#69
4 EA.	THERMOPLASTIC PREMIXER TRUCKS	2000 - GOOD 2001 - GOOD 2001 - GREAT 2001 - GOOD	DIESEL/PROPANE	#31, 55, 80, 58
14 EA.	FLATBED TRUCKS	GOOD	DIESEL/GAS	
3 EA.	SWEEPER TRUCKS ALLIANZ 4000	2007 GREAT	DIESEL	#4, 6, 8
12 EA.	THERMOPLASTIC APPLICATORS	VARIOUS	PROPANE	

- II. Equipment Storage and Maintenance Facility: Please provide the facility location(s) where the equipment utilized in this contract will be staged:

9725 DEL ROAD

Street address

ROSEVILLE, CA. 95747

City, State, Zip Code

- III. Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

9725 DEL ROAD

Street address

ROSEVILLE, CA. 95747

City, State, Zip Code

Please indicate how many Customer Service representatives will be available during normal business hours to answer calls from Rancho Cordova employees: 7

* 2014 THERMOPLASTIC STRIPER TRUCK DELIVERED TO US AUG 2014 (\$518,000* TRUCK)

Section 13**Signature Page**

If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if proposer or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this proposal are true and correct.

Date: 4/23/2014

SIERRA TRAFFIC MARKINGS, INC.
Legal Company or Corporation Name

CORPORATION
Business Type (Corporation, Partnership, etc.)

Ron Johnson
Print Name

[Signature]
Signature

C.O.O.
Title

Rick Johnson
Print Name

[Signature]
Signature

CFO / SECRETARY
Title

Wayne Johnson
Print Name

[Signature]
Signature

PRESIDENT
Title

Kathleen Johnson
Print Name

[Signature]
Signature

CEO
Title

Print Name

Signature

Title

Print Name

Signature

Title

Delivered Aug. 2014 Truck # 89



SIERRA
TRAFFIC MARKINGS, INC.

3139 SWETZER ROAD • Loomis, CA 95650

EXHIBIT A



AGENDA ITEM 13.7



3139 SWETZER ROAD • LOOMIS, CA 95650

Truck 63

EXHIBIT A

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AGENDA ITEM 13.7

EXHIBIT A



3139 SWETZER ROAD • LOOMIS, CA 95650

SIERRA TRAFFIC MARKINGS

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No.	Year	License #	Make	EXHIBIT A	Regist.	Title	Vin.#
4	2007	SE657810	Johnston Allianz 4000 Sweeper				1J9VM4HB97C172001
5	2002	6X32657	2002 Dodge 1500 (Glenn)		31-May	X	3D7HA18N92G180069
6	2007	SE656864	Johnston Allianz 4000 Sweeper		31-Dec		1J9VM4HB7C172099
8	2007	SE656863	Johnston Allianz 4000 Sweeper		31-Dec		1J9VM4HB57C172108
15	2006	4408961	Chevy 3500 Flatbed Liftgate		31-Oct	x	J8BB4B16767002590
20	1997	5L73980	Chevy Pickup		31-Dec	X	2GCEC19R2V1151499
24	1999	8J38343	International Dump Truck			X	1HTSCAAN8XH627575
27	1999	6D18302	GMC C3500 Flatbed Liftgate		31-Oct	X	1GDKC34J8XF073558
31	2001	8K50556	Freightliner Pre-melter #1			X	1FV6HJAC81HHH45347
36	1984	SE515416	Intl Cargo Star Centerliner			X	2HTD10258ECB10145
40	1994	6U36686	GMC Box van		31-May	X	J8DE5B1U7R3000253
51	1999	6G83777	Ford F-450 I			X	1FDXF46F8XEF05695
52	2003	8G44496	Ford F-550 Gas			X	1FDAF56P03EC51138
53	2008	8R25911	Freightliner M2106				1FVACWDJ88DZ79051
54	2008	8R25912	Freightliner M2106				1FVACWVK68DZ79050
55	2000	7N76153	Ford F-650 Pre-melter #2		31-Jan	X	3FDNF658YMA15359
57	1999	8W06100	Ford F-550 Gas			X	1FDAF56S4XEA56847
58	2001	54101C1	Ford F-650 Pre-melter #3		31-Dec	X	3FDNF65261MA20569
60	2002	6W89440	FORD F-150			X	1FTRX17LX2KA59346
61	2004	7M57673	Ford F-450			X	1FDXF46P84EB67073
63	1997	8Z21038	Pumper Truck #1			X	1GBT7C4JXVJ105048
64	1998	53694D1	Pumper Truck #2			X	1GDT7C4C3WJ514342
65	1994	4W40305	Ford CF700 Attenuator Truck			X	1FDXH70C9RVA47727
66	2000	6G52548	Ford F650 Dump Truck			X	3FEWF65H5YMA00411
67	2003	6U87945	International 4200 Flat Bed Dump			x	1HTMPAFM03H551454
69	2002	SE572500	SC8000 Sterling Paint Striping Truck		SE	x	49HAAEBV92DK17824
70	2000	6M90771	Isuzu Flatbed Truck		30-Apr	X	4KLC4B1R2YJ804851
71	2006	8F64069	Ford Flatbed Truck			x	3FRML55ZX6V183441
72	2008	8F74145	Dodge Pick up (Ron's)			x	1D7HA18208S587351
73	1997	4LWB975	Mobil Street Sweeper			x	1A9P24DR2VR059003
77	2000	05081M1	Chevy 3500 Traffic Cone Truck		31-Jul	X	1GBKC34J7YF497307
79	2006	8E06140	Ford Cab Over			x	3FRML55Z86V390684
80	2001	6X63870	GMC T6500 Premelter Trk			x	1GDDKC1C01J513612
81	2007	8D88146	Chevy W4500 Flatbed			x	J8BC4B16477002603
82	2006	7T96868	Chevy W4500 Flatbed			x	J8BC4B16267000220
83	2005	7P21800	Isuzu NPR Flatbed			x	JALC4B16957003217
84	2005	7L80743	Isuzu NPR Flatbed			x	JALC4B16057003459
85	2002	6Y70805	Ford F-250 (tarmey)			x	1FTNX20L42ED64385
86	2004	7L42419	Ford F-250 Layout Pickup			x	1FTNF20L04EC95278
87	2003	SE572538	Trackless Grinding Machine		31-Dec	x	TD2286
88	2004	SE572539	Trackless Grinding Machine		31-Dec	X	2359
89	2014		Peterbuilt MRL Pumper Truck				3BPZXJ0X7FF253512

Trailers & Misc. Vehicles

PTI PLATES GOOD FOR (5) YEARS

1	1999	4BH5372	Best Trailer (blue)		PTI		1B9EF202XX1245319
3	1999	4BL5685	Best Trailer (blue)		PTI		1B9EF2221X1245352
5	1985	4BH8001	Bit Trailer		PTI		16VAN1218F1B01850
6	2000	1JK6938	Drip Buggy Trailer		PTI		16VNX1424

AGENDA ITEM 13.7

12	2001	1WH2438	Bobcat Trailer - SPCNS	PTI	CA876291
17	2004	4EW9821	Best Trailer - (blue)	PTI	1B9EF222X41245331
18	2001	SE560112	Crafco Hot Crackfill Machine	SE	1C9SU081011418073
20	1983		OREG Trailer		12SBU1820D1000870
21	1987	4MT6111	Wright Trailer	PTI	1W9EC1521H1084044
22	2003	4MT4395	Zieman Trailer	PTI	1ZCT140183YW90800
23	2002	4MT4936	Verma Trailer	PTI	259US413X2S132008
24	2002	4MT4397	Verma Trailer	PTI	2S9US41382S132007
25	2002	4MT4398	Verma Trailer	PTI	2S9US41362S132029

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spare vehicle key guy:
Patrick's Locksmith 916-782-8444

EXHIBIT B INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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 Professional and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor 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 Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 insurance may be waived by the City upon written verification that Contractor does not have any employees.

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

- 2.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). 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.

2.2 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.

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

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

3. **All Policies Requirements.**

- 3.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 3.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.3 **Subcontractors.** Contractor 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.
- 3.4 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor 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.
- 3.5 **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant 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 Contractor, its employees, agents, and subcontractors.
- 3.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: APPROVAL OF SUBDIVISION NO. RC-04-096.02B FINAL MAP OF SUNRDIGE PARK PHASE II VILLAGE 2B

RECOMMENDATION

Approve Resolution 29-2014 pertaining to the Final Map of Sunridge Park Phase II Village 2B being all of lot 1 of Sunridge Park Phase II recorded in Book 348 of Maps, at Page 1; located at the southeast corner of Douglas Road and Timberland Drive.

RESULT OF RECOMMENDED ACTION

Approval of this recommendation will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) guaranteeing the construction of the public roads and utilities with Woodside 05N, LP and the recording of the final subdivision map creating 8 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State Map Act. The Planning Commission approved the Tentative Map on August 25, 2005. A vicinity map (Attachment 2) and copy of the final map (Attachment 3) are attached.

Roads are offered for dedication. Public streets, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily guaranteed by a bond with Philadelphia Indemnity Insurance Company in the amount of \$166,722.00; and \$83,361.00 for performance and labor and material, respectively.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2014/2015 estimated taxes have been secured with the Sacramento County Tax Collector.

The survey monuments and soil report requirements have been satisfied.

ATTACHMENTS

1. Resolution No. 29-2014 including Exhibit 1 - Subdivision Improvement Agreement.
2. Vicinity Map.
3. Copy of Final Map.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 29-2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-04-096.02B FINAL MAP
 OF SUNRIDGE PARK PHASE II VILLAGE 2B**

WHEREAS, the approval of the final map of Sunridge Park Phase II Village 2B, located at the southeast corner of Douglas Road and Timberland Drive is necessary to enter in to a Subdivision Improvement Agreement; and

WHEREAS, the Subdivision Improvement Agreement with Woodside 05N, LP will guarantee construction of public roads and utilities in Sunridge Park, Village 2B; and

WHEREAS, the final approved and recorded map will result in 8 new residentially zoned lots.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with Woodside 05N, LP, a California limited Partnership and the subdivision designated as Subdivision No. RC-04-096.02B Final Map of Sunridge Park Phase II Village 2B in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Dan Skoglund, Mayor

ATTEST:

 Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **Woodside 05N, LP, a California Limited Partnership** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and

conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Sunridge Park Phase II Village 2B**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective

construction of said improvements occurring within twelve months after acceptance thereof by City.

9. Indemnity. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit,

certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$166,722.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to

the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By _____
MAYOR

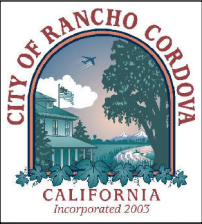
CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



Mike Kitchell
Assistant Secretary
Woodside 05N, LP



**FINAL MAP OF SUNRIDGE PARK
PHASE II VILLAGE 2B
SUBDIVISION NO. RC-04-096.02B**

ATTACHMENT 2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUNRIDGE PARK PHASE II VILLAGE NO. 2B. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE AND WAY SHOWN HEREON, AS EDITH LAKE WAY AND TIMBERLAND DRIVE AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- A.

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE DRIVE AND WAY SHOWN HEREON.
- B.

EASEMENTS 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 WIDTH AND CONTAGIOUS TO THE PUBLIC DRIVE, AND WAY SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP

NAME:
TITLE:

DATE:

NAME:
TITLE:

DATE:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF

}

SS

ON THE DAY OF , 2014, BEFORE ME, , A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE 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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY ON 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 FOREGOING IN TRUE AND CORRECT.

WITNESS MY HAND:

PRINTED NAME:

MY PRINCIPAL PLACE OF BUSINESS IS:

MY COMMISSION EXPIRES:

MY COMMISSION NO.:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF

}

SS

ON THE DAY OF , 2014, BEFORE ME, , A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE 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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY ON 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 FOREGOING IN TRUE AND CORRECT.

WITNESS MY HAND:

PRINTED NAME:

MY PRINCIPAL PLACE OF BUSINESS IS:

MY COMMISSION EXPIRES:

MY COMMISSION NO.:

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 SUNRIDGE PARK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2014, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.



MICHAEL E. LONG
P.L.S 6815

EXP. 09-30-14

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK PHASE II VILLAGE NO. 2B, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION 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 MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR

DATE:

L.S. 7723/R.C.E. 45424

EXPIRATION DATE: 12/31/2015

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND CERTIFY THE ABANDONMENTS LISTED HEREON.

DATE:

CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS DAY OF , 2014, AT M. IN BOOK OF MAPS, AT PAGE , AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. ON FILE IN THE OFFICE.

FEE \$

BY: COUNTY RECORDER
COUNTY OF SACRAMENTO

BY: DEPUTY RECORDER

SUBDIVISION NO. RC-04-096.02B

FINAL MAP OF

SUNRIDGE PARK PHASE II VILLAGE NO. 2B

BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK PHASE 2," FILED FOR RECORD IN BOOK 348 OF MAPS, AT PAGE 1, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.& M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA



APRIL 2014

Sheet 1 of 2

1279.046

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

LEGEND

- O DIMENSION POINT
- SET 5/8" REBAR WITH CAP L.S. 6815 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 6815 AT 1 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS. (REAR CORNERS ADJACENT TO A SOUNDWALL WILL BE A TWO FOOT REFERENCE POINT.)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND N.G.S. STATION AS NOTED
- OA OVERALL
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- S.C.R. SACRAMENTO COUNTY RECORDS

NOTES

- ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF THIS MAP IS 1.53± ACRES, CONSISTING OF 8 RESIDENTIAL LOTS.
- THERE SHALL BE A 5.00 FOOT WIDE POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.
- THERE SHALL BE A 12.5 FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED UNLESS OTHERWISE SHOWN HEREON, WITHIN EACH LOT ALONG ALL PUBLIC RIGHT-OF-WAY.
- A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 3505.07, DATED FEBRUARY 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
- PURSUANT TO SECTION 66499.20-1/2 OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENT, NOT SHOWN, IS HEREBY ABANDONED.
 - IRREVOCABLE OFFER OF DEDICATION OVER LOT 1, 348 BM 1 ADJACENT TO EDYTH LAKE WAY, OFFERED ON 326 B.M. 5.

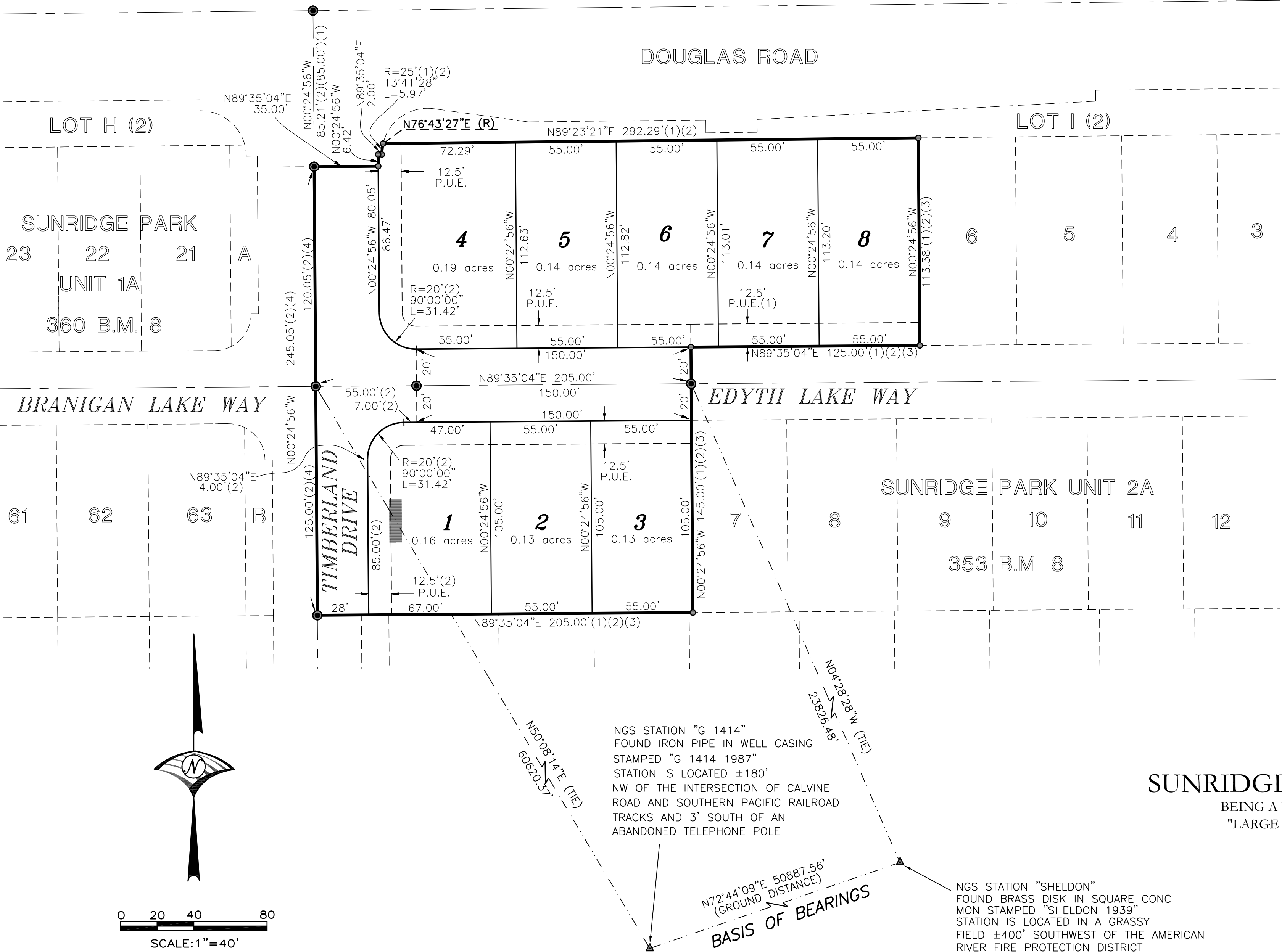
REFERENCES

- (1) 326 B.M. 5 (SUNRIDGE PARK LLM)
- (2) 348 B.M. 1 (SUNRIDGE PARK PHASE 2 LLM)
- (3) 353 B.M. 8 (SUNRIDGE PARK VILLAGE 2A)
- (4) 360 B.M. 8 (SUNRIDGE PARK VILLAGE 1B)

SUBDIVISION NO. RC-04-096.02B
FINAL MAP OF
SUNRIDGE PARK PHASE II VILLAGE NO. 2B
BEING A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK PHASE 2," FILED FOR RECORD IN BOOK 348 OF MAPS, AT PAGE 1, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.& M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

APRIL 2014
Sheet 2 of 2
1279.046



MEMORANDUM

DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: RIVERGATE CENTER TENTATIVE SUBDIVISION MAP; PROJECT NO. DD8419 – LOCATED AT 2310-2352 SUNRISE BOULEVARD



PROPERTY OWNER: Ethan Conrad Properties Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: Same as Owner
---	--

PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting a Tentative Subdivision Map (TSM) to subdivide two developed parcels totaling 14.75 acres into nine new parcels, ranging in size from 0.11 acres to 5.536 acres. DD8419 2310-2352 Sunrise Boulevard (northwest corner of Zinfandel Drive and Sunrise boulevard); 058-0261-026 and 058-0261-027 Jessica Jordan, Senior Planner
---	---

RECOMMENDATION

Adopt Resolution No. 32-2014.

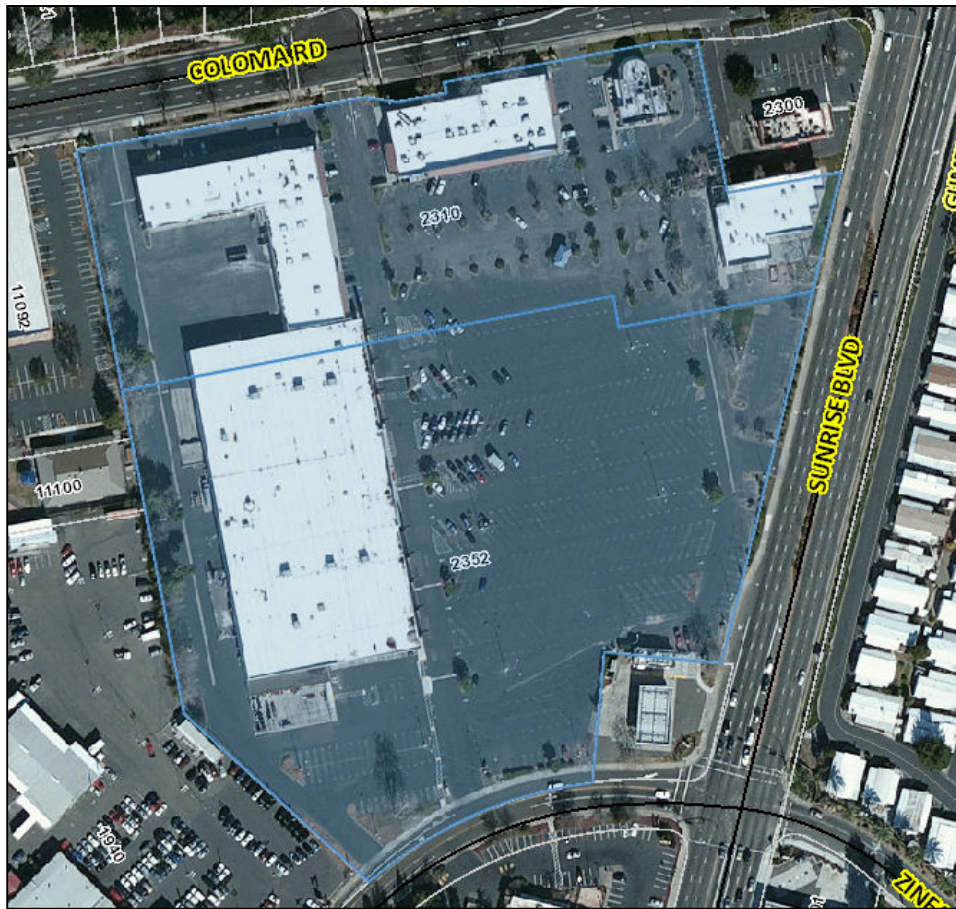
RESULT OF RECOMMENDED ACTION

Adoption of Resolution 32-2014 would approve the applicant's request for a commercial subdivision to divide two existing parcels totaling 14.50 acres into nine new parcels with sizes ranging from 0.11 acres to 5.12 acres. Seven of the new parcels would each contain existing commercial buildings while the remaining two new parcels will eventually contain new commercial buildings once approved. All nine parcels will continue to have cross access, shared parking, and joint landscaped areas.

BACKGROUND

The project site is the large multiple tenant shopping center, with approximately 140,000 square feet of existing building area located on the west side of Sunrise Boulevard between Zinfandel Drive and Coloma Road. The existing shopping center is named Rivergate and was originally constructed around the late 1970's. The project site is zoned Commercial Mixed-Use (CMU).

Figure 1: Existing Rivergate Shopping Center



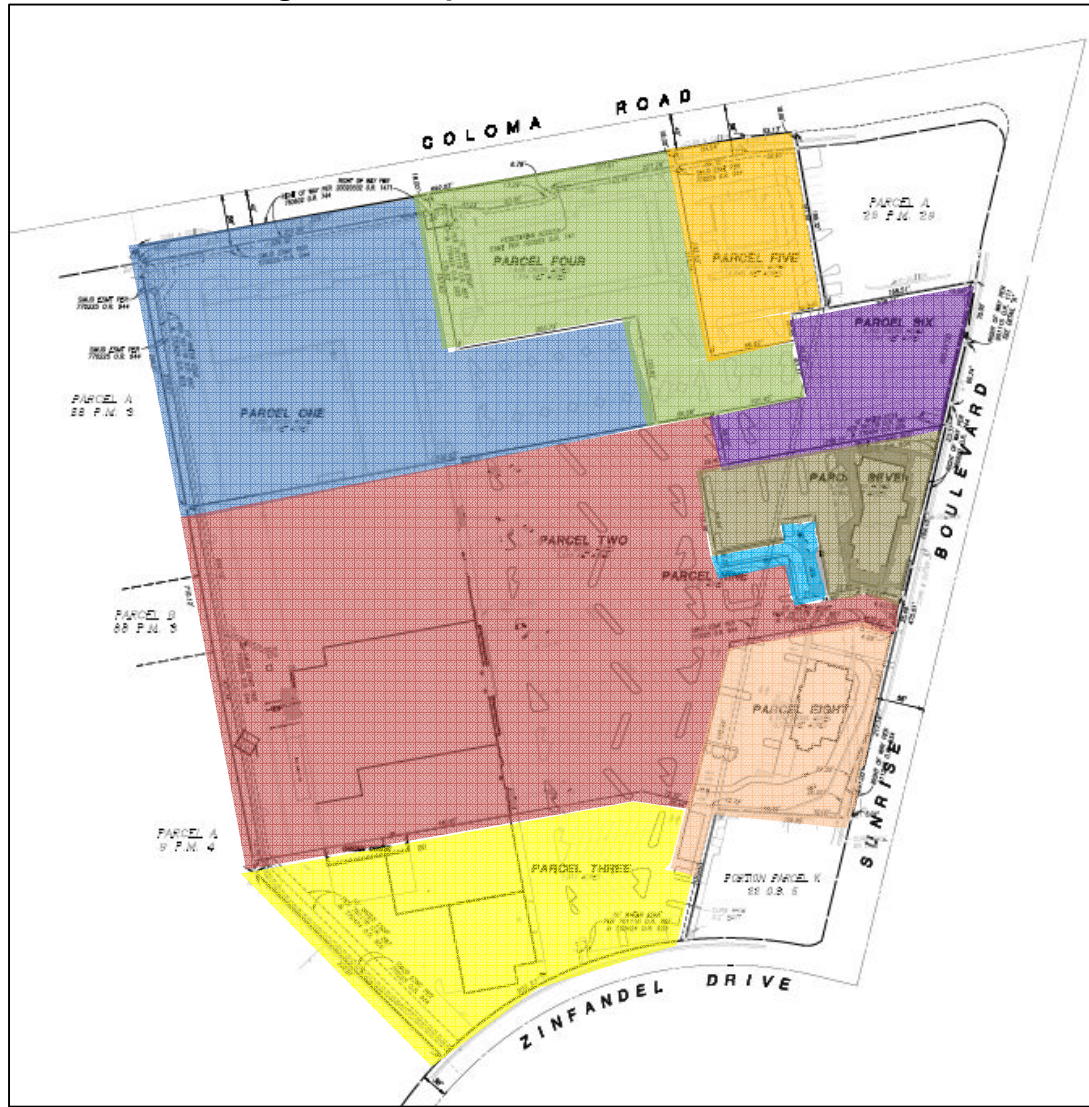
The City of Rancho Cordova received an application on November 26, 2013 requesting a Tentative Subdivision Map to divide two existing parcels into nine (9) new parcels. The new parcels will include;

- Parcel 1: A new 2.80 acre parcel with an existing 24,481 square foot one-story commercial building along Coloma Road with paved parking area and landscape;
- Parcel 2: A new 5.51 acre parcel with an existing 84,481 square foot commercial building (new sportsman's warehouse), paved parking area and landscape;
- Parcel 3: A new 1.91 acre parcel along Zinfandel Drive adjacent to the existing Chevron Gas Station with paved parking area and landscape;
- Parcel 4: A new 1.45 acre parcel with an existing 16,501 square foot one-story commercial building along Coloma Road with a paved parking area and landscape;
- Parcel 5: A new 0.70 acre parcel with an existing 2,813 square foot one-story commercial building along Coloma Road with a paved parking area and landscape;
- Parcel 6: A new 0.76 acre parcel with an existing 9,748 square foot one-story commercial building along Sunrise Boulevard with a paved parking area and landscape;
- Parcel 7: A new 0.71 acre parcel previously used as part of the shared parking area for the Rivergate Shopping Center. A proposed 5,574 square foot multi-tenant commercial building is under review for this site. The new building is proposed to have outdoor seating, new parking area, and landscape adjacent to the scooter's coffee building along Sunrise Boulevard;

- Parcel 8: A new 0.77 acre parcel with paved parking area and landscape. A proposed Chick-fil-A restaurant with drive through services is under review for this location facing Sunrise Boulevard;
- Parcel 9: A new 0.11 acre parcel that is the site of the new Scooter's Coffee Building;

The application was routed to the City's commenting agencies and reviewed for environmental concerns.

Figure 2: Proposed 9 Parcel Subdivision



REQUIRED PERMITS AND REGULATORY BASIS

According to the State Subdivision Map Act and Municipal Code, a commercial parcel may be split up into separate lots with a Subdivision Map, guided by the following provisions:

1. Subdivision Map Act for and the provisions to approve the subdivision of land into four or more lots.
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.
3. RCMC Title 23 Zoning Code, provides the local authority for all development standards to regulate the use and size of the new parcels created with this subdivision.

ANALYSIS

The applicant is requesting approval of a Tentative Subdivision Map to divide two developed parcels totaling 14.50 acres into nine parcels and does not propose any physical improvements or changes in use at this time.

General Plan: The project site is located in the Commercial Mixed-Use designation of the Sunrise Boulevard North Planning Area (CMU-SBNPA) of the City's General Plan. This is the smallest Planning Area of the City and consists of mostly retail, office, and residential development.

Figure 3: Aerial of Project Site with Photo locations

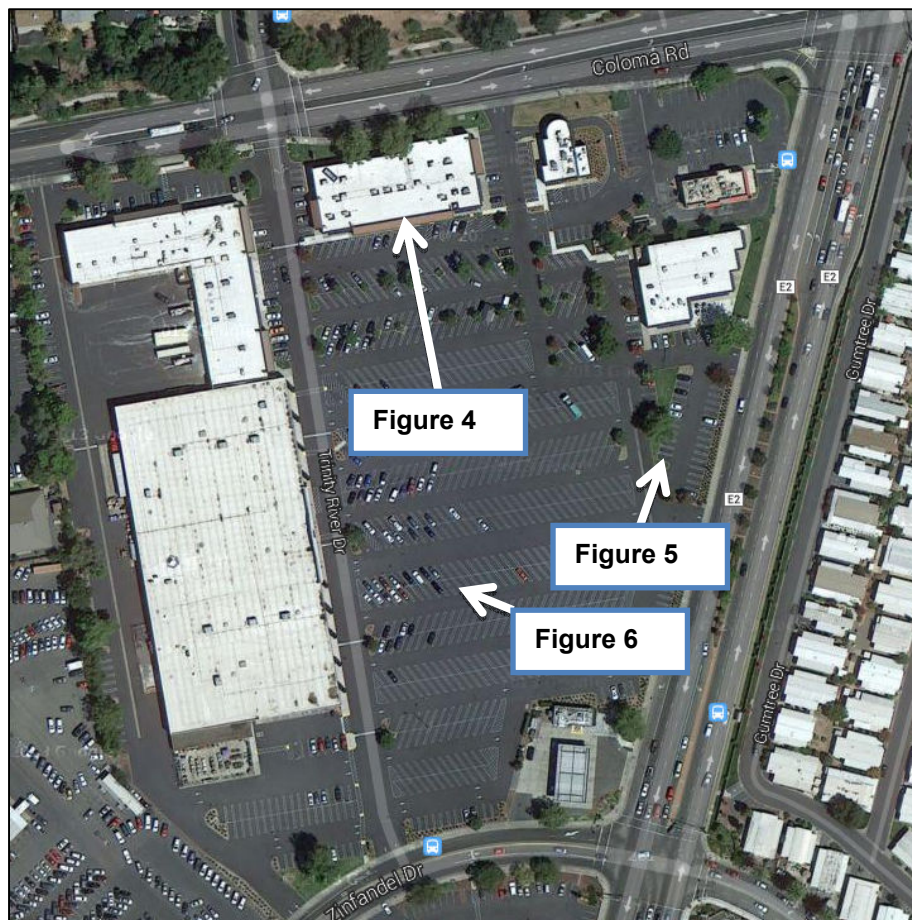


Figure 4: Photo looking at the existing commercial building on Parcel Four.



Figure 5: Photo looking at the proposed Parcel Nine (new scooter's coffee site) and Parcel Seven (proposed 5,574 square foot commercial pad)



Figure 6: Photo of proposed Parcel Two (new Sportsman's Warehouse)**Table 1: Surrounding Designations and Existing Uses**

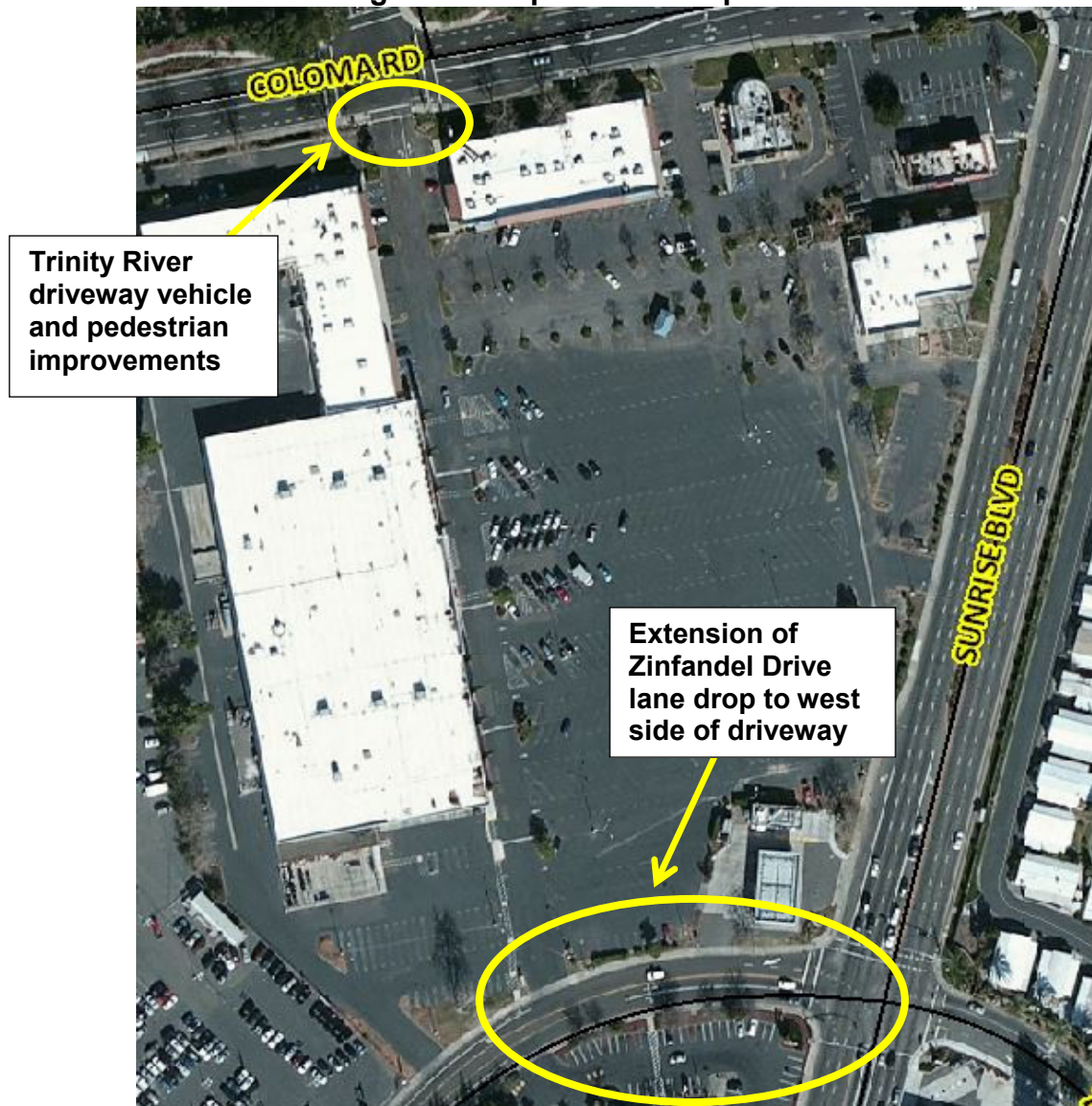
Location	Existing Use	General Plan Designation	Zoning Designation
2310-2352 Sunrise Boulevard (Project Site)	Six (6) commercial buildings on two parcels (totaling 14.50 ac) with shared parking and landscape	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
North	Existing housing and Commercial Shopping	CMU-Sunrise Boulevard North Planning Area (SBNPA)/ Low Density Residential (LDR)	RD-5 (residential)/MDR (medium density residential)/ CMU (Commercial Mixed Use)
East	Housing	Medium Density Residential (MDR)	MDR (Medium Density Residential)
South	Chevron Gas Station	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
West	Existing Commercial and Office Building	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)

Zoning Code: The project site is zoned Commercial Mixed-Use (CMU) which allows for a wide range of commercial uses and 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. The Zoning

Code does not require a minimum lot size for new parcels in the CMU Zone; therefore the lot sizes proposed have been designed to give each lot the necessary setbacks to be code compliant. The project does not entail any exterior construction and will not change any of the site features of the lot.

As part of the overall upgrades and remodeling of the shopping center, other improvements are being required to remedy some existing design flaws and to accommodate new visitors to the site. Conditions of approval on the map, as well as the subsequent design review entitlements, ensure these improvements will be installed prior to opening of the new proposed buildings. In particular, the lane drop on Zinfandel Road, west of Sunrise Boulevard, will be widened to two full lanes to the west of the Rivergate Shopping Center's driveway entrance. Sidewalks along this project frontage will be upgraded. On the north side of the subject property, at the Trinity River driveway, conflicts between vehicle traffic and pedestrian traffic will be remedied with concrete, landscaping, and utility line modifications.

Figure 7: Required Site Improvements



There are approximately 675 parking spaces for standard and handicap accessible stalls with each new parcel maintaining their share of required parking adjacent to the existing building. All new parcels will maintain shared access and the subdivision map will not decrease the amount of overall shared parking spaces.

A condition of approval has been added that requires all parcels within the subdivision will be the subject of a reciprocal access and shared parking agreement. This will ensure that minimum parking standards are met and allow for efficient vehicle access throughout the shopping center. Additionally, this agreement will ensure access and parking should the new parcels be sold to other owners.

Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a tentative subdivision map application.

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 proposed project will subdivide the property consistent with the site's General Plan land use designation of CMU-SBNPA (Commercial Mixed-Use/Sunrise Boulevard North Planning Area) and zoning designation of CMU (Commercial Mixed-Use). Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

No potential new impacts related to the properties or 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.

CONCLUSION

The required findings to approve a map and the supporting evidence are provided within the attached resolution, accompanied by the draft conditions of approval. The conditions are not complex, due to the simple request to subdivide developed land into smaller parcels and no other off-site improvements are required by this action. A condition has been added to ensure cross site access and shared parking for the commercial center.

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 Number 32-2014 the Tentative Subdivision Map for Rivergate Center Subdivision DD8419, subject to the findings, Tentative Subdivision Map (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution 32-2014, including Tentative Subdivision Map (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. 500' Radius Map and Labels.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 32-2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CORDOVA APPROVING THE RIVERGATE CENTER
TENTATIVE SUBDIVISION MAP, PROJECT NO. DD8419**

WHEREAS, Ethan Conrad Properties (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a nine lot Tentative Subdivision Map for the Rivergate Shopping Center, located at 2310-2352 Sunrise Boulevard (Assessor's Parcel Number: 058-0261-026, 058-0261-027); 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 Rivergate Center Tentative Subdivision Map (**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 15153, Projects Consistent with a Community Plan, General Plan, or Zoning, as supported by the following:

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 proposed project will subdivide the property consistent with the site's General Plan land use designation of CMU-SBNPA (Commercial Mixed-Use/Sunrise Boulevard North Planning Area) and zoning designation of CMU (Commercial Mixed-Use). Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

No potential new impacts related to the properties or 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.

- B. Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map,

ATTACHMENT 1

none of the required findings were found to be true. The following evidence supports the map request:

1. Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. The current uses and buildings are consistent with the existing development standards of the General Plan planning area and the Zoning Code designation of Commercial Mixed Use (CMU). No changes to the existing uses are proposed, only the splitting of the two parcels into nine parcels.

2. Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The current uses and buildings are consistent with the existing development standards of the General Plan designation of Commercial Mixed-Use-Sunrise Boulevard North Planning Area (CMU-SBNPA) and the Zoning Code designation of Commercial Mixed Use (CMU). The subject property is not subject to any adopted Specific Plan. No physical improvements are proposed with the tentative subdivision map.

3. Finding: That the site is not physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The two existing parcels will be split into nine parcels. Buildings will be located within the individual parcels and all parcel lines will be placed in compliance with setback requirements. Each new parcel will be supported by on-site parking, cross access, and landscaping per the requirements of the City of Rancho Cordova Zoning Code.

4. Finding: That the site is not physically suitable for the proposed density of development.

Evidence: The site is physically suitable for the proposed density of development. The proposed Tentative Subdivision Map will divide two existing parcels into nine commercial lots. No additions or physical improvements are proposed at this time. The existing parking and vehicular access drives will be reciprocally joined for common use and maintenance as a condition of the map.

5. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently developed with paved parking, landscaped areas, and five existing commercial buildings without any undeveloped areas that could contain sensitive plant and/or wildlife. The proposed project can be found exempt from environmental review pursuant to Section 15183 of the California Environmental Quality Act.

ATTACHMENT 1

6. Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Evidence: The subdivision of two parcels into nine new parcels would allow the existing and future buildings to be placed on individual lots. The subject property is already developed with a shopping center. The proposed Tentative Subdivision Map does not include any physical change and will not disturb any previously undisturbed area. No public health problems will result from approval of the subdivision map.

7. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

Evidence: There are existing easements within the proposed subdivision for access through the property. No change is proposed with this subdivision and a condition has been placed on the project to ensure the access and shared parking remains for all businesses prior to sale of the new parcels.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

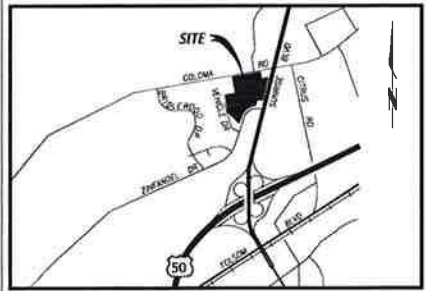
ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



VICINITY MAP
N.T.S.

OWNER/DEVELOPER/APPLICANT

ETHAN CONRAD
1300 NATIONAL DRIVE, SUITE 100
SACRAMENTO, CA 95834
(916) 779-1000

ENGINEER

MORTON & PITALO, INC.
75 IRON POINT CIRCLE, SUITE 120
FOLSOM, CA 95630
(916) 984-7621

APN

058-0261-026, 058-0261-027

PRESENT ZONING

CMU

PROPOSED ZONING

CMU

WATER

GOLDEN STATE WATER COMPANY

SANITARY SEWER

SACRAMENTO AREA SEWER DISTRICT

STORM DRAINAGE

CITY OF RANCHO CORDOVA

FIRE

CITY OF RANCHO CORDOVA

POLICE

CITY OF RANCHO CORDOVA

GAS

PG&E

ELECTRICITY

SACRAMENTO MUNICIPAL UTILITY DISTRICT

TELEPHONE

PACIFIC BELL

SCHOOLS

CITY OF SACRAMENTO UNIFIED SCHOOL DIST.

PARKS AND RECREATION

CITY OF RANCHO CORDOVA

NUMBER OF PARCELS

NINE

AREA

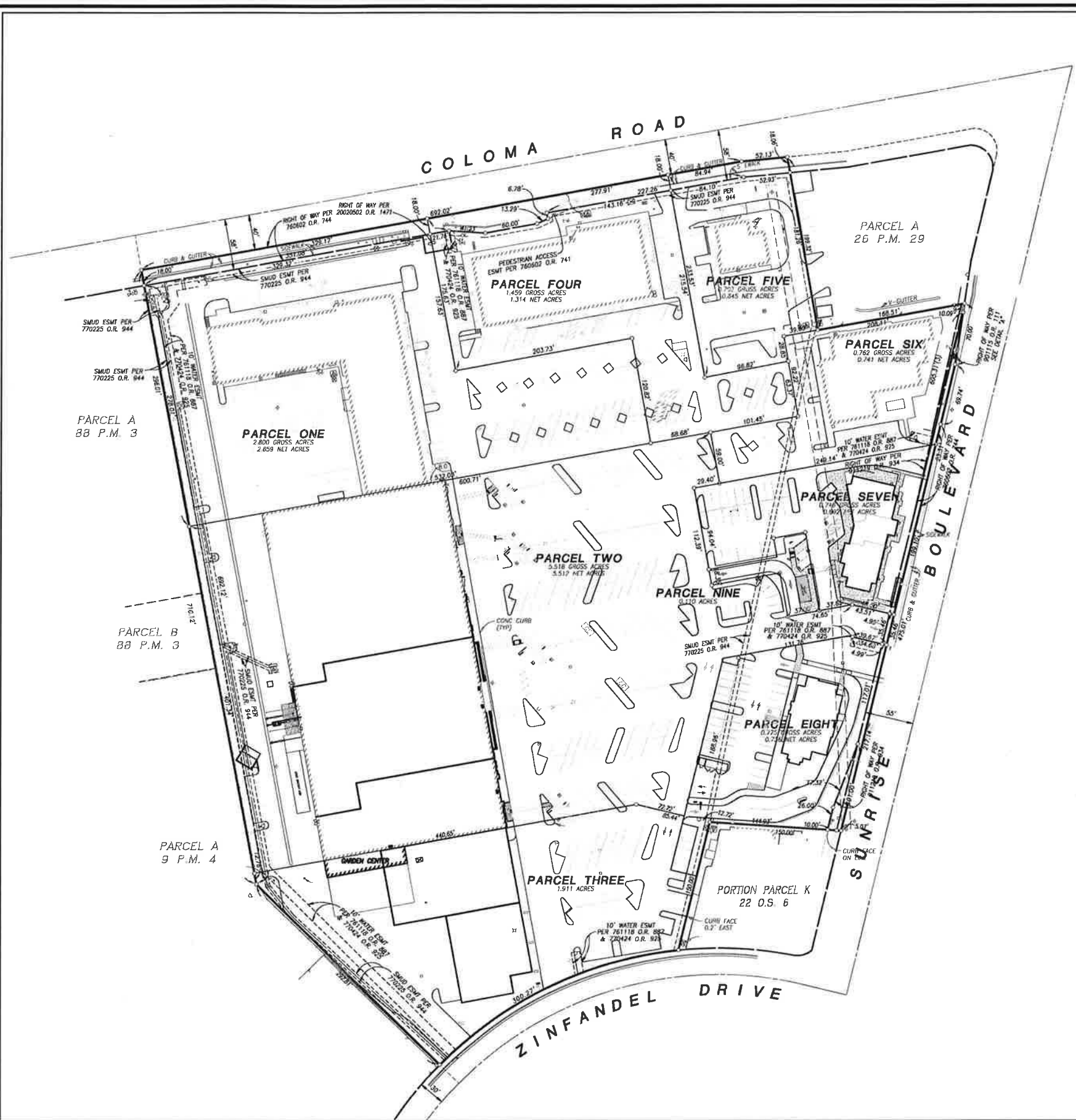
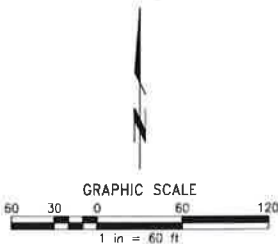
14.753 GROSS ACRES±
14.321 NET ACRES±

PRESENT USE

COMMERCIAL

PROPOSED USE

COMMERCIAL



RECEIVED
APR 24 2014
RANCHO CORDOVA
PLANNING

SCALE:	COMPUTED:	MJC
HORIZ. 1" = 40'	DRAWN:	MJC
VERT. 1" = N/A	CHECKED:	JRJ



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CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
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TENTATIVE PARCEL MAP
RIVERGATE SHOPPING CENTER
PARCELS C & D
770903 O.R. 634

DATE	MARCH 2014
SHEET	1
OF	1

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Tentative Subdivision Map, to subdivide two (2) parcels (APN 058-0261-026-0000 and 058-0261-027-0000) into nine (9) parcels, as described in the City Council staff report dated May 19, 2014 and Tentative Subdivision Map (Exhibit A) dated stamped April 24, 2014 with the conditions herein, for project number DD8419.	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.	On-Going	Planning	
3.	The Tentative Subdivision Map approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	Three years, commencing with the date of approval	Planning	
4.	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.	On-Going	Planning/ Building /Public Works	
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.	On-Going	Public Works	
	Prior to Final Map or completion of other development permits			
6.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to final map	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
7.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any 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 fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to final map	Public Works	
8.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to final map	Public Works	
9.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	
10.	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 • Remove and replace all sidewalk, driveways, curb and gutter per City Standard on Zinfandel Drive property frontage. Any obstructions to the sidewalk shall be relocated behind back of walk. • Modify the westbound lane drop on Zinfandel Drive to extend two full lanes to the west side of the driveway entrance to the shopping	Prior to issuance of Building Permits	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	center: ■ The merge shall begin west of the first driveway accessing the center. ■ Widen Zinfandel Drive to maintain a minimum lane width of 11 feet. ■ The extent of the westbound bicycle lane shall not be reduced. Widen Zinfandel Drive as necessary to maintain the bicycle lane and travel lanes. ■ Relocate utilities as necessary. ■ Sidewalk width shall not be reduced. Widen to the north. ■ Dedicate right-of-way necessary to accommodate these improvements on Zinfandel Drive. • Modify the Trinity River driveway including, but not limited to: ■ Provide a radius at corners and relocate pedestrian push buttons to facilitate ingress and egress. This will require removal and replacement of concrete and utilities. ■ Utility relocations as necessary to accommodate the improvements. • 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.			
11.	Dedicate right-of-way as necessary to accommodate the extended merge lane with minimum 11-foot wide lanes, maintain bicycle lanes, sidewalk, widening of Zinfandel Drive, etc.	Prior to final map	Public Works	
12.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	
13.	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.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
14.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
15.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	
16.	Number, size, and location of driveways are subject to approval by the Public Works Department	Prior to approval of improvement plans	Public Works	
17.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking 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.	Prior to approval of improvement plans	Public Works	
18.	As-Built reproducible grading and improvement plans, 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.	Prior to final building inspection	Public Works	
19.	All existing SMUD easements shall remain.	Prior to final map	SMUD	
20.	Parcels 1, 3, 4, 5, and 6 appear to have adequate easements for domestic and fire protection water services from Golden State Water Company (GSWC). Parcels 2, 7, and 9 may need easement to be granted to GSWC for the purpose of installing and maintaining water service to these parcels. If other service locations are needed, easements shall be granted to GSWC.	Prior to final map	Golden State Water Company	
21.	Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed complex/subdivision. The roadway maintenance and reciprocal access agreements shall be record with the Public Records Office having jurisdiction and shall provide for the following:	Prior to final map	Sac Metro Fire	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	A. Provisions for the necessary repair and maintenance of the roadway surface B. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") and/or width of twenty feet (20') C. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping D. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems E. Unrestricted use of and access to the roadways covered by the agreements F. Provisions for the control of vehicle parking in prohibited areas and a mechanism for the removal of vehicles illegally parked.			
22.	A copy of the road maintenance agreement shall be provided to the Fire District with the site improvement or Civil Engineering drawings upon submittal for review. If the roadway agreement is not provided with the site improvement or civil engineering drawings, it shall be presented to the Fire District prior to the issuance of any CORs (Certificates of Release) or construction permit cards.	Prior to final map	Sac Metro Fire	
23.	Connection to the Sacramento Area Sewer District's sewer system shall be required to the satisfaction of Sacramento Area Sewer District (SASD). District Design Standards apply to sewer construction.	Prior to final map	SASD	
24.	Each lot and each building with a sewage source shall have a separate connection to the SASD sewer system.	Prior to final map	SASD	
25.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to final map	SASD	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
26.	The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.	Prior to final map	SASD	
27.	Developing this property will require the payment of sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.	Prior to final map	SASD	
28.	Coincident with the approval of the improvement plans, provide drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install facilities pursuant to the City of Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards.	Prior to approval of improvement plans	Department of Water Resources (DWR)	
29.	Incorporate into the site improvement plans stormwater quality measures in conformance with applicable City ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with <i>The Stormwater Quality Design Manual for the Sacramento & South Placer Regions</i> ¹ . Such implementation may be able to reduce the stormwater quality treatment requirement.	Prior to approval of improvement plans	DWR	
30.	Because the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with	Prior to approval of improvement plans	DWR	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	applicable City ordinances & standards, and state and federal law.			
31.	Parcels 1 through 9 shall be included in a reciprocal access and shared parking agreement for the entirety of the Rivergate Shopping Center.	Prior to final map	Public Works/ Planning	

MEMORANDUM

DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: SUPPLEMENTAL INFORMATION FOR AGENDA ITEM 15.1 – RIVERGATE CENTER TENTATIVE SUBDIVISION MAP – PROJECT No. DD8419 – LOCATED AT 2310-2352 SUNRISE BOULEVARD



ADDITIONAL CONDITION LANGUAGE

Staff received an email from Golden State Water Company requesting a minor amendment to their Condition of Approval (#20). Amended condition 20 should read as follows (additions is underline):

“Parcels 1, 3, 4, 5, and 6 appear to have adequate easements for domestic and fire protection water services from Golden State Water Company (GSWC). Parcels 2, 7, and 9 may need easement to be granted to GSWC for the purpose of installing and maintaining water service to these parcels. If other service locations are needed, easements shall be granted to GSWC. Each building shall have its own domestic water service. Each lot shall have its own fire service and irrigation service as needed.”

All other portions of this condition of approval remain as originally drafted.

Rivergate Shopping Center

Agenda Items 15.1, 15.2, and 15.3

Rancho Cordova City Council
Jessica Jordan, Project Planner
May 19, 2014



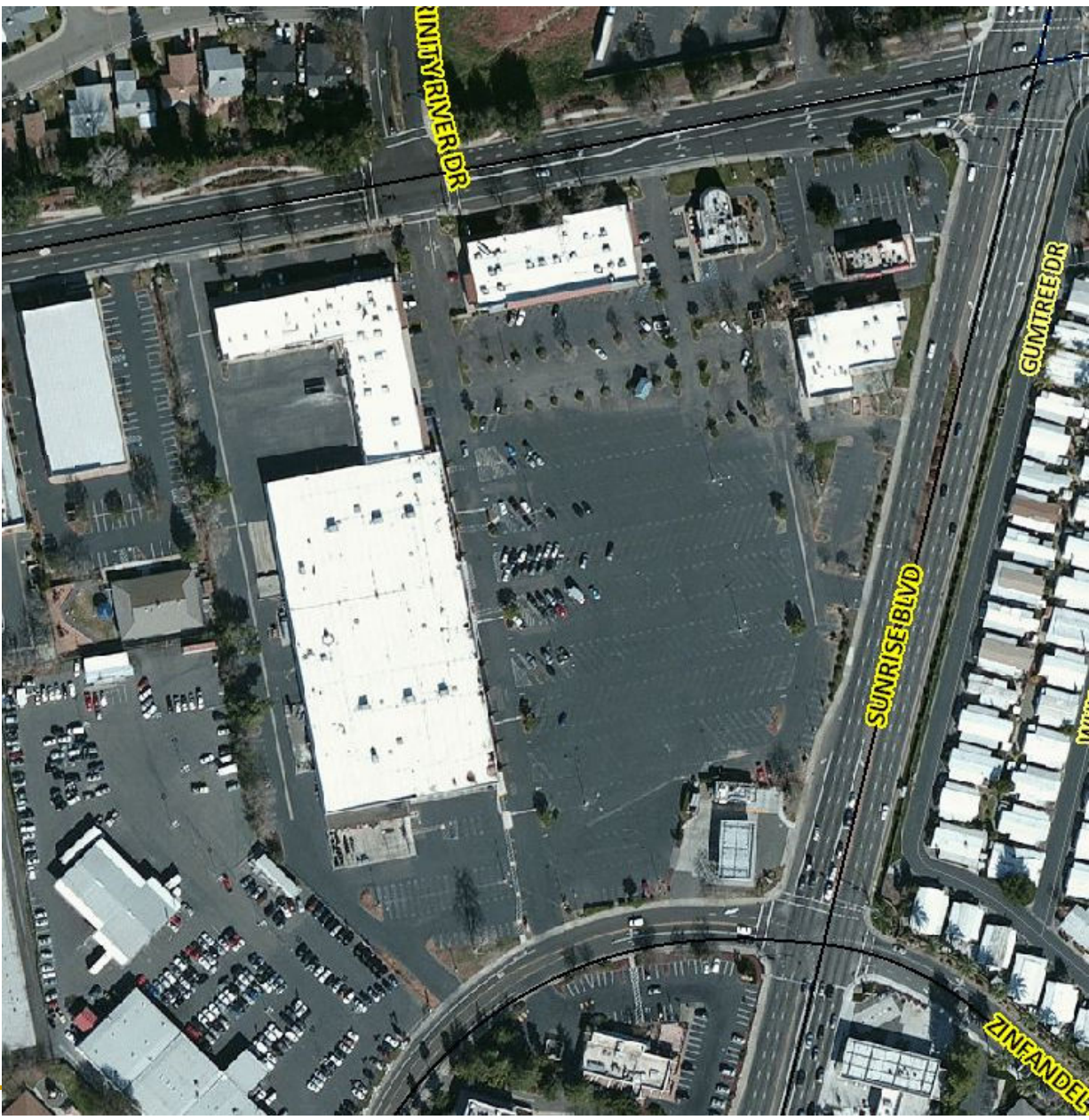
Project Requests

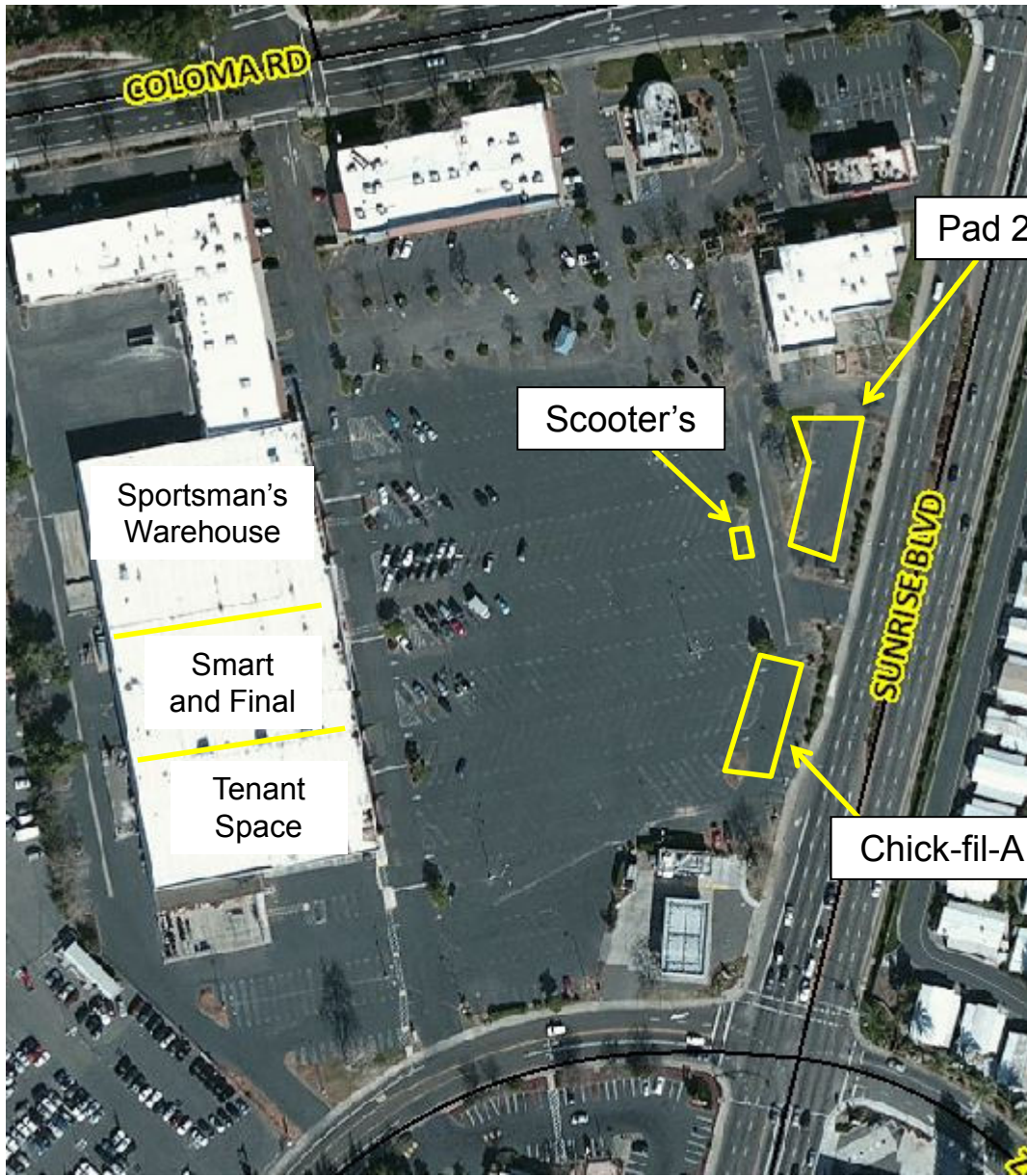
- Agenda Item 15.1: Rivergate Tentative Subdivision Map to subdivide shopping center into 9 parcels
- Agenda Item 15.2: Major Design Review and Conditional Use Permit for the Chick-fil-A restaurant
- Agenda Item 15.3: Major Design Review for Pad 2, a 5,574 square foot multi-tenant building

Property Background

- Large multi-tenant shopping center at the southwestern corner of Sunrise Boulevard and Coloma Road
 - Approximately 140,000 square feet of commercial space, built in the 1970's
 - Site is designated Commercial Mixed Use by both the General Plan and Zoning Code
 - Remodel of former Kmart building already underway
 - Scooter's Coffee opened for business
-

Rivergate Shopping Center





Rivergate Shopping Center with Additional Buildings

*size and location approximate

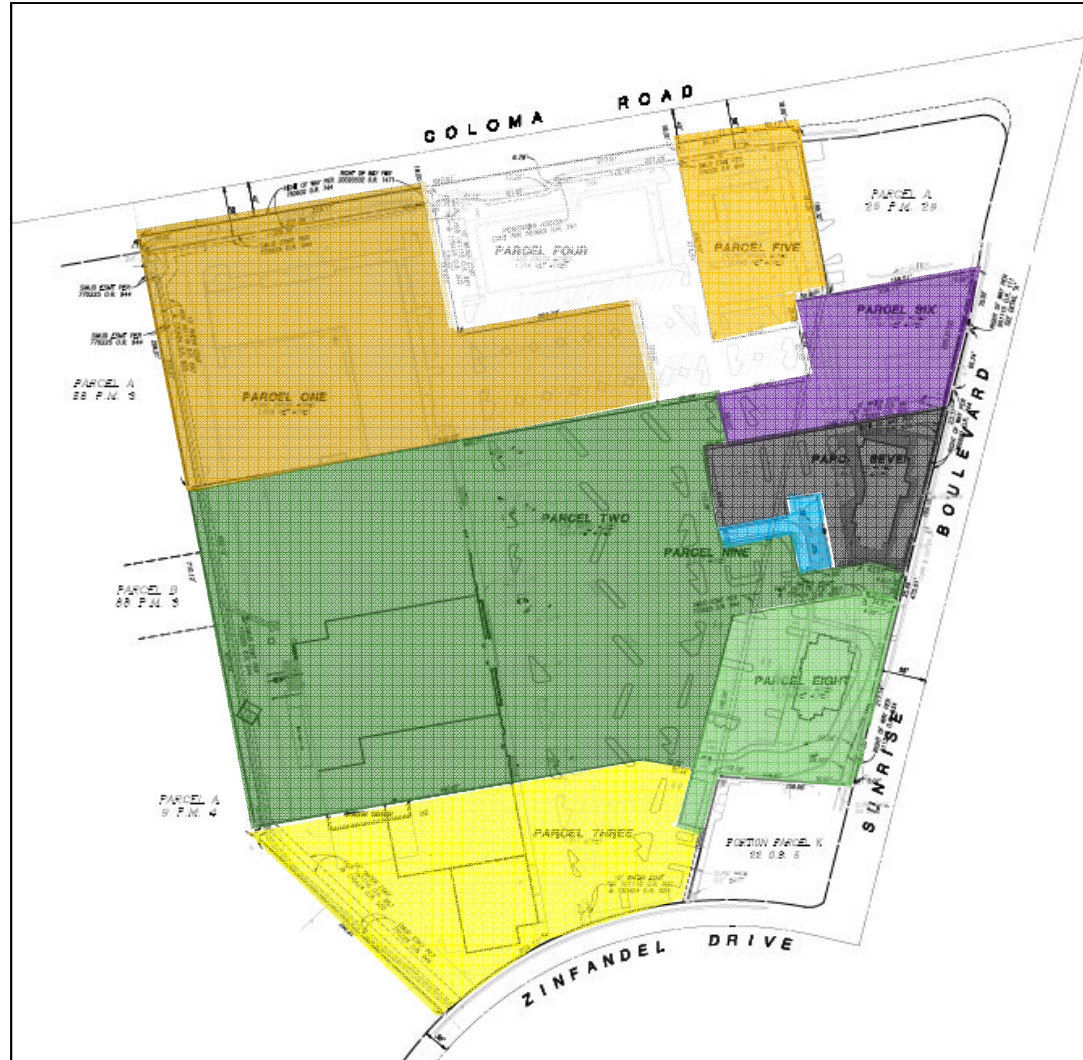
Rivergate Parking Lot Landscaping



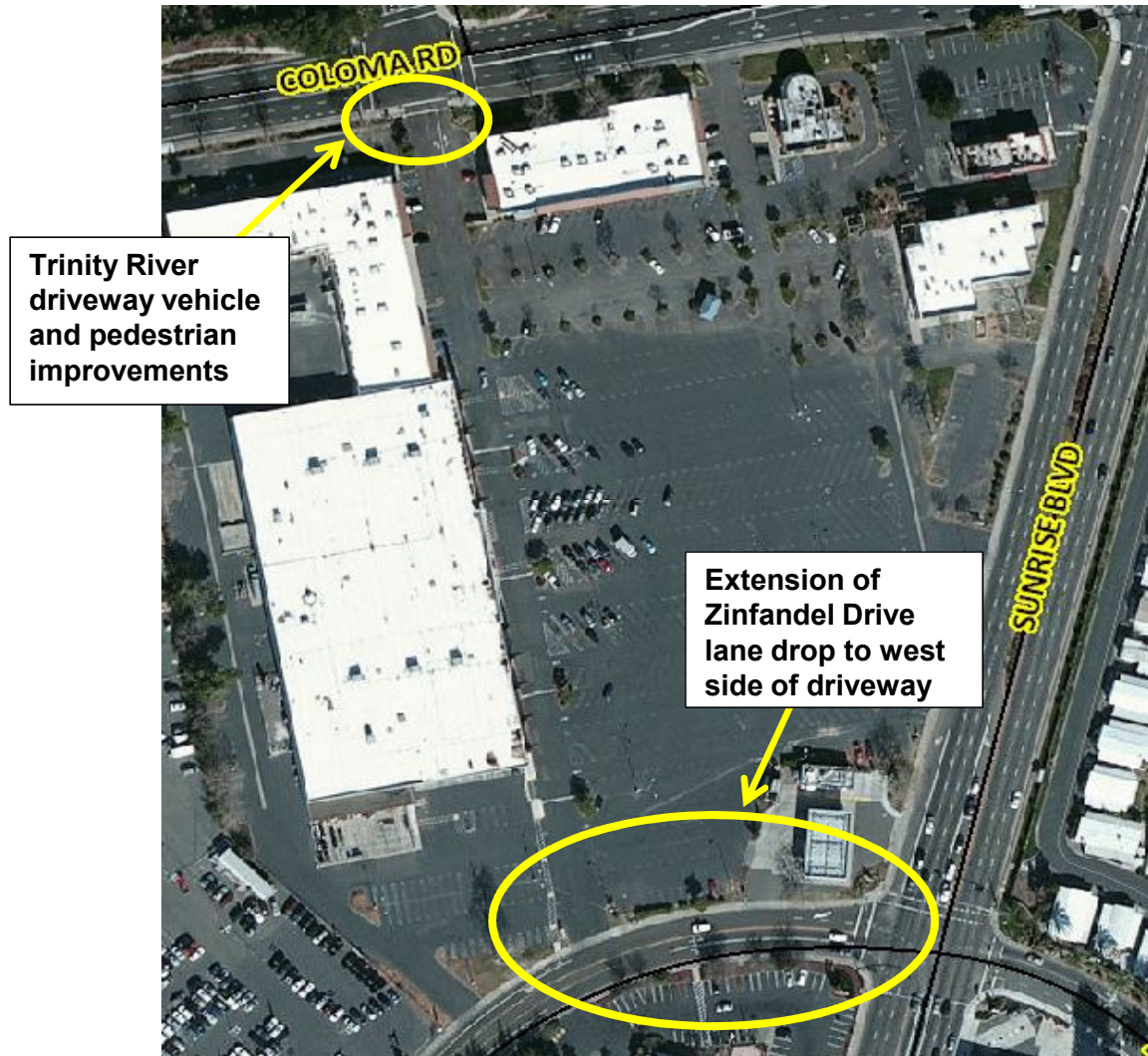
Tentative Subdivision Map

- Property is currently comprised of two parcels
- Tentative Subdivision Map will create a total of nine parcels
- Each new parcel is consistent with City standards for commercial development
- Utility and access easements are or will be in place prior to recordation of a final map
- Improvements to Zinfandel Drive and Trinity River Drive are conditioned

Tentative Subdivision Map



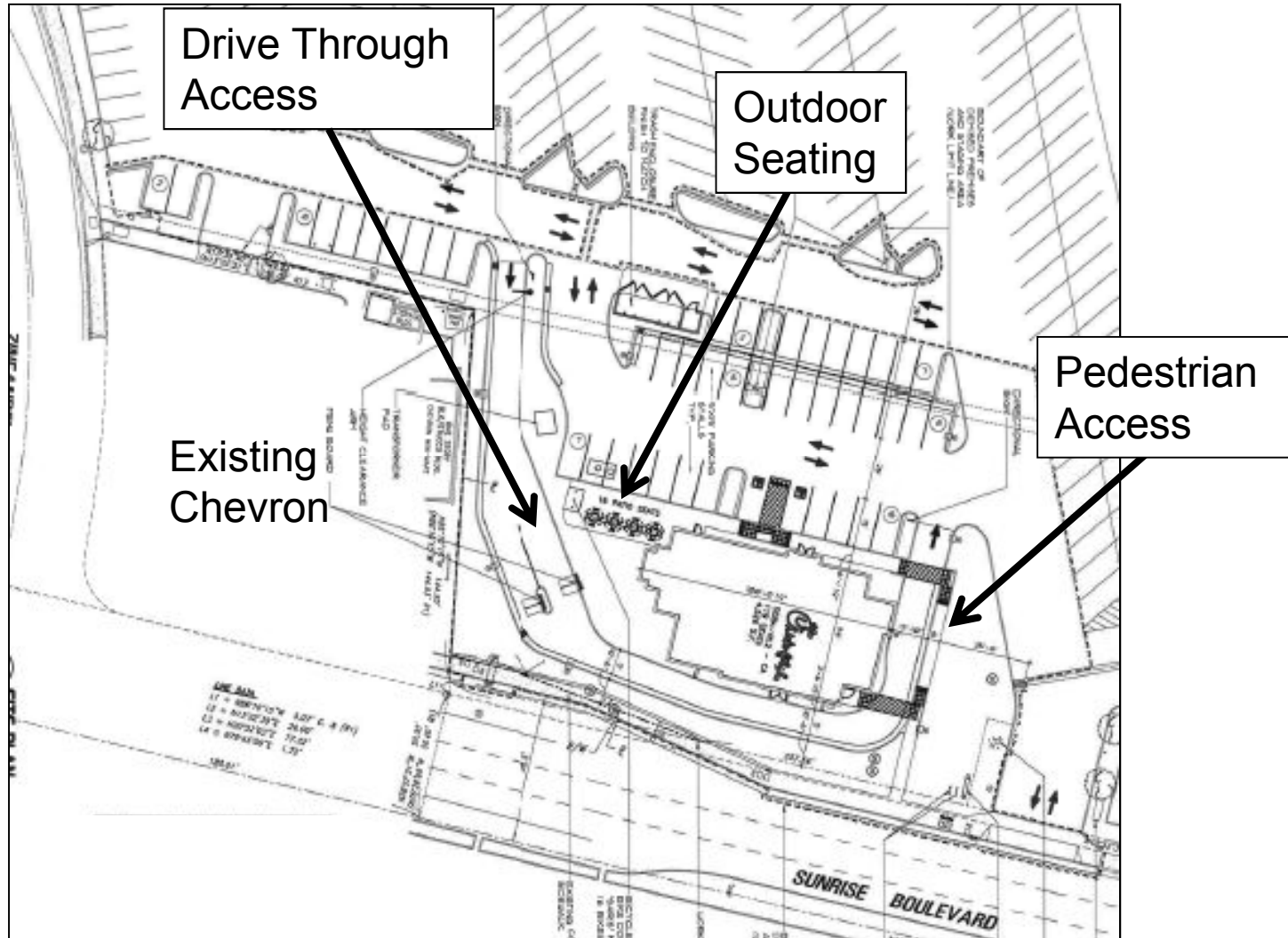
Tentative Subdivision Map Improvements



Chick-fil-A Major Design Review and Conditional Use Permit

- Construction of a new 4,526 square foot drive through restaurant
- Located in the southeastern corner of the shopping center
- Main entrance is located on the western side of the building
- Drive through aisle wraps around the north, south, and eastern sides of the building

Chick-fil-A Site Plan



Chick-fil-A Building Elevations



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

Chick-fil-A Conditional Use Permit

- The drive-through width and length of 15' x 340' exceed the Code standard of 12' x 140'
 - The aisle is greater than 25 feet from the Zinfandel Drive and Sunrise Boulevard intersection
 - The drive-through is separated from the main ingress/egress to improve circulation and lessen the possibility of unwanted automobile stacking into the drive aisle
 - Adequate landscaping has been provided to screen vehicles in the drive through aisle
-

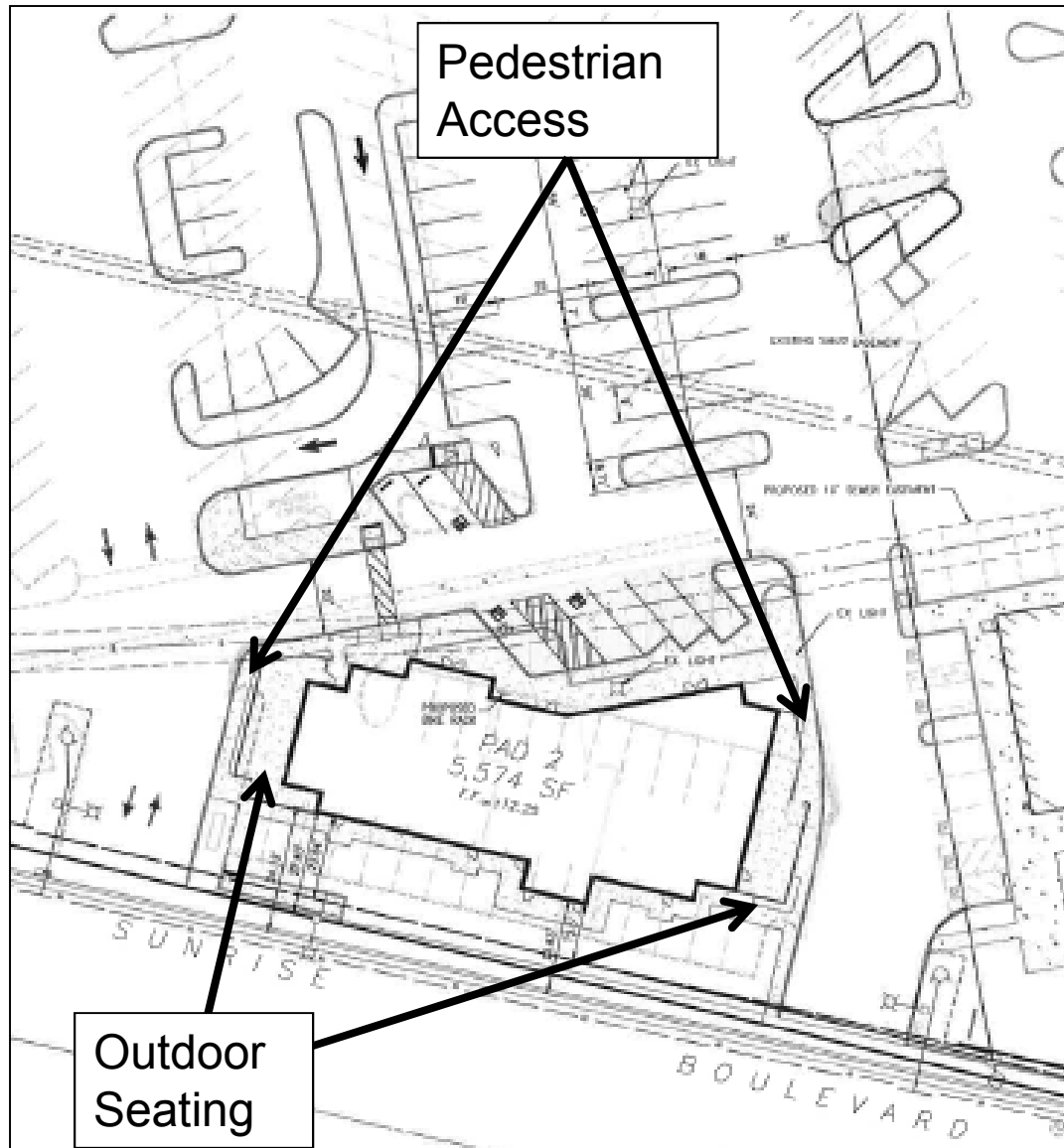
Chick-fil-A Conditional Use Permit

- Pedestrian access is provided from the abutting street (Sunrise Boulevard)
 - The drive through design will accommodate two vehicles ordering at once, reducing stacking of vehicles during peak hours
 - The drive-up windows and their order stations with amplified sound are located far from any residential property.
 - Drive-through windows will be visible from a public way (Sunrise Boulevard) to provide a safe environment for patrons
-

Rivergate Pad 2 Major Design Review

- Construction of a new 5,574 square foot multi-tenant commercial building
- Located along the eastern side of the shopping center, in the approximate center of the site
- Entrances to tenant spaces are on the western side of the building
- Pedestrian access on both the north and south sides
- Two outdoor seating areas are possible on both the north and south sides

Rivergate Pad 2 Site Plan



Rivergate Pad 2 Building Elevations



west elevation

3/13/18 1



south elevation

3/13/18 2



north elevation

3/13/18 3



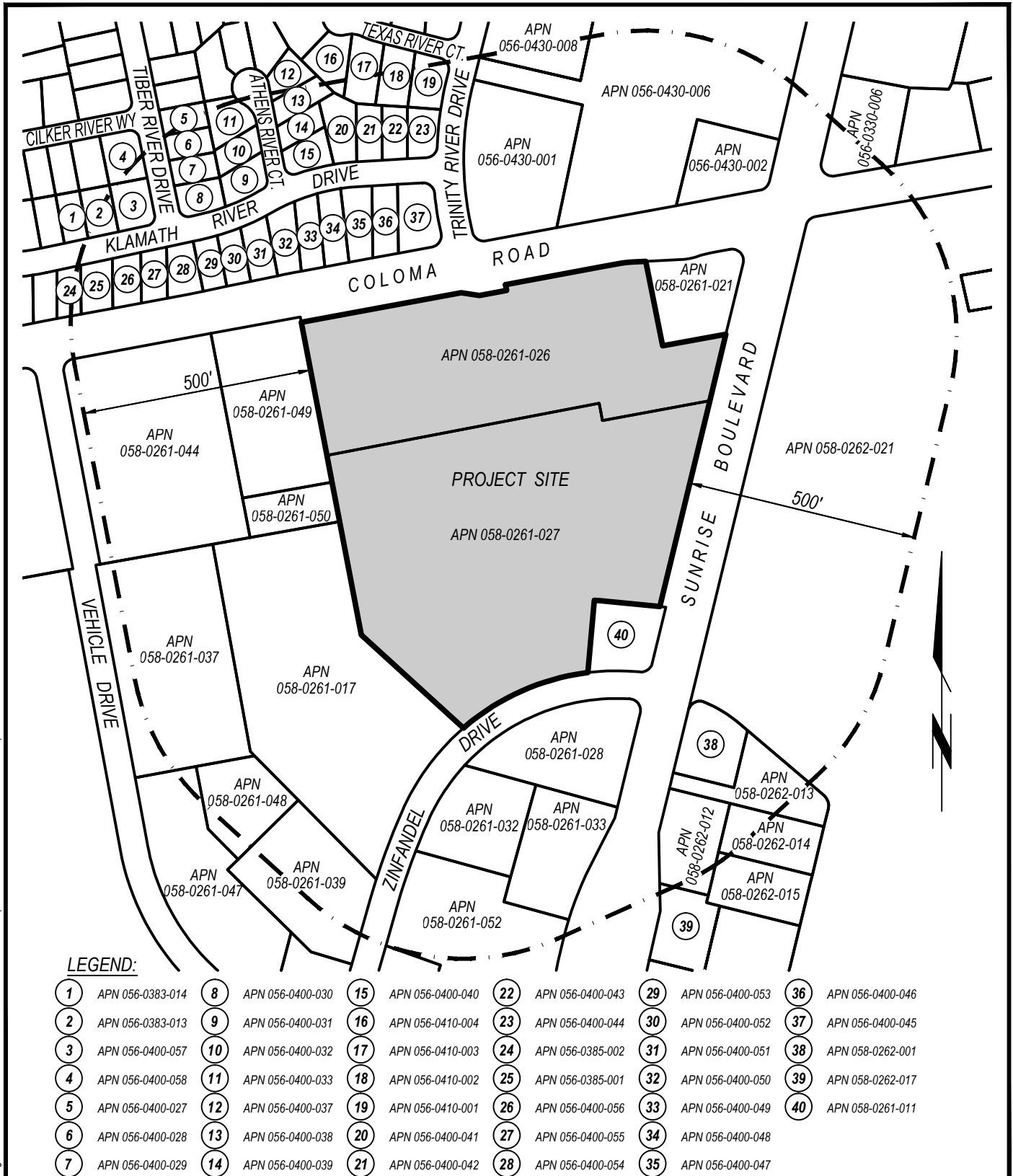
east elevation

3/13/18 4

Recommended Motions

- Adopt Resolution 32-2014 (Tentative Subdivision Map)
- Adopt Resolution 34-2014 (Chick-fil-A)
- Adopt Resolution 33-2014 (Pad 2)

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DRAWN:	MJC	JOB NO:	110047
CHECKED:	JRJ	DATE:	NOVEMBER 2013
SCALE:	1"=300'	SHEET:	1 of 1

RADIUS MAP FOR

TENTATIVE MAP
2310-2344 SUNRISE BOULEVARD
PARCELS C & D ~ 770303 O.R. 634

CITY OF SACRAMENTO, CALIFORNIA

ATTACHMENT 2**APN 056-0330-006-0000**

CARIZONA RANCHO LLC
2295 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0385-001-0000

ALAN RUSSELL BECK
1449 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-029-0000

CHRISTOPHER M & JENNY R
CHINN
2189 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-032-0000

JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
6017 SOUTHERNESS DR
EL DORADO HILL CA 95762

APN 056-0400-038-0000

MTW LIMITED PARTNERSHIP
2209 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-041-0000

NGA TRAN
1412 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-044-0000

MARY ANN & GEORGE SERIO
1400 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000

ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

APN 056-0400-050-0000

ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-053-0000

LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0383-013-0000

DAVID M BACCUS
1448 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0385-002-0000

MIKE & ANN PETRIE
1453 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-030-0000

STEVE EUGENE & MELODIE R
COREY
2193 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-033-0000

DEBRA EVERETT
2208 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-039-0000

JOSEPH RUST
2213 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-042-0000

CHARLES K EDEN
1408 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-045-0000

ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-048-0000

ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-051-0000

PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

APN 056-0400-054-0000

STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0383-014-0000

PATRICIA J & ROBERT F SITZE
1452 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-027-0000

MICHAEL G OHALLORAN
2181 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-031-0000

PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
PO BOX 2248
FAIRFIELD CA 94533

APN 056-0400-037-0000

MARTINEZ FAMILY TRUST
2205 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-040-0000

JAMES C HARDIN
2217 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-043-0000

STEVEN C TO
3779 ASHRIDGE LN
SAN JOSE CA 95121

APN 056-0400-046-0000

KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-049-0000

SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-052-0000

LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000

STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

ATTACHMENT 2**APN 056-0400-056-0000**

JOSEPH CATES
1445 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-001-0000

JOYCE E HARTGE
11136 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0410-004-0000

ROBERT D CLARK REVOCABLE
LIVING TRUST
11124 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000

JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

APN 058-0261-027-0000

CONRAD RIVERGATE LLC
431 I ST #201
SACRAMENTO CA 95814

APN 058-0261-033-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-044-0000

LATHI FAMILY PARTNERSHIP
PO BOX 1003
CITRUS HEIGHTS CA 95611

APN 058-0261-049-0000

N NEVADA
6648 FRANKLIN BLVD
SACRAMENTO CA 95823

APN 058-0262-001-0000

RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

APN 056-0400-057-0000

ALBERT & JERALDINE MINNING
1444 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-002-0000

ROBIN D MAYER
11132 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-001-0000

JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

APN**APN 058-0261-021-0000**

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
PO BOX 4349
ANAHEIM CA 92803

APN 058-0261-028-0000

PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

APN 058-0261-037-0000

WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

APN 058-0261-047-0000

SUMMERSET ASSISTED LIVING
LLC
3462 STAGECOACH TRL
LOOMIS CA 95650

APN 058-0261-050-0000

FOUNDATION FOR HEARING
RESEARCH INC
3518 JEFFERSON AVE
REDWOOD CITY CA 94062

APN 058-0262-012-0000

IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

APN 056-0400-058-0000

IRENE DISCH
11124 CILKER RIVER WAY
RANCHO CORDOVA CA 95670

APN 056-0410-003-0000

KURT C & KIM K MATHEWS
11126 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000

SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

APN 058-0261-026-0000

CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

APN 058-0261-032-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-039-0000

CHURCH INVESTORS
EXTENSION FUND INC
45 S PARK #203
GLEN ELLYN IL 60137

APN 058-0261-048-0000

KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

APN 058-0261-052-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 058-0262-013-0000

BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

ATTACHMENT 2**APN 058-0262-014-0000****APN 058-0262-015-0000****APN 058-0262-021-0000**

TPC I LLC
2481 SUNRISE BLVD
RANCHO CORDOVA CA 95670

JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

APN 056-0400-028-0000**APN 058-0261-017-0000**

DOUG & GLORIA SUTTON
2185 TIBER RIVER DR
GOLD RIVER CA 95670

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

ATTACHMENT 2**APN 058-0262-015-0000 **C004**

JOHN D CHANDLER
2483 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-032-0000 **C018

JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
2212 ATHENS RIVER CT
RANCHO CORDOVA CA 95670-

APN 056-0400-051-0000 **C018

PATRICIA J BOETTCHER
1425 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000 **C040

JUDY L LEE
2230 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-021-0000 **C004

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
2300 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-028-0000 **C004

PINEBROOK VILLAGE L P
2400 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-037-0000 **C004

WILLIAM R BANKS TRUST B
2301 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-047-0000

SUMMERSET ASSISTED LIVING
LLC
VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-050-0000 **C029

FOUNDATION FOR HEARING
RESEARCH INC
11100 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-021-0000 **C004

COUNTRY CLUB INVESTORS
2473 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0262-012-0000 **C004

IN N OUT BURGERS
2475 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-043-0000 **C018

STEVEN C TO
1404 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000 **C018

STAN E & RENEE A MALINKY
1441 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-026-0000 **C004

CONRAD RIVERGATE LLC
2310 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-032-0000 **C004

PINEBROOK VILLAGE L P
1931 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-039-0000 **C004

CHURCH INVESTORS
EXTENSION FUND INC
1950 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-048-0000 **C004

KC PROPCO LLC
2329 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-052-0000 **C004

HELEN HILLS LP
1941 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 056-0400-031-0000 **C018

PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
2216 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000 **C018

ROSALBA VEGA
1409 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000 **C040

SILLS SUN RIVER LLC
2286 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-017-0000 **C004

FREEDOM TRUST
1940 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-027-0000 **C004

CONRAD RIVERGATE LLC
2352 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-033-0000 **C004

PINEBROOK VILLAGE L P
2474 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-044-0000 **C029

LATHI FAMILY PARTNERSHIP
11082 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0261-049-0000 **C029

N NEVADA
11092 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-001-0000 **C004

RANA REAL ESTATE LLC
2401 SUNRISE BLVD
GOLD RIVER CA 95670

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: **CHICK-FIL-A MAJOR DESIGN REVIEW AND CONDITIONAL USE PERMIT;
PROJECT NO. DD8454 – LOCATED AT 2352 SUNRISE BOULEVARD.**

PROPERTY OWNER: Ethan Conrad Properties Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: Chick-Fil-A, Inc David Dorsey 15635 Alton Parkway Irvine, CA 92618
---	--

PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting the construction of a new 4,526 square foot Chick-Fil-A drive-through restaurant with outdoor seating, reconfigured parking area and landscaping along Sunrise Boulevard. DD8454 Northwest corner Sunrise Boulevard and Zinfandel Drive; 058-0261-027 Jessica Jordan, Senior Planner
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RECOMMENDATION

Adopt Resolution 34-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 34-2014 would allow construction of a new 4,526 square foot drive-through Chick-Fil-A restaurant with outdoor seating, new parking configuration and landscaping within the existing Rivergate Shopping Center. This infill project would redesign a southern section of the existing Rivergate parking lot, north of the existing Chevron gas station.

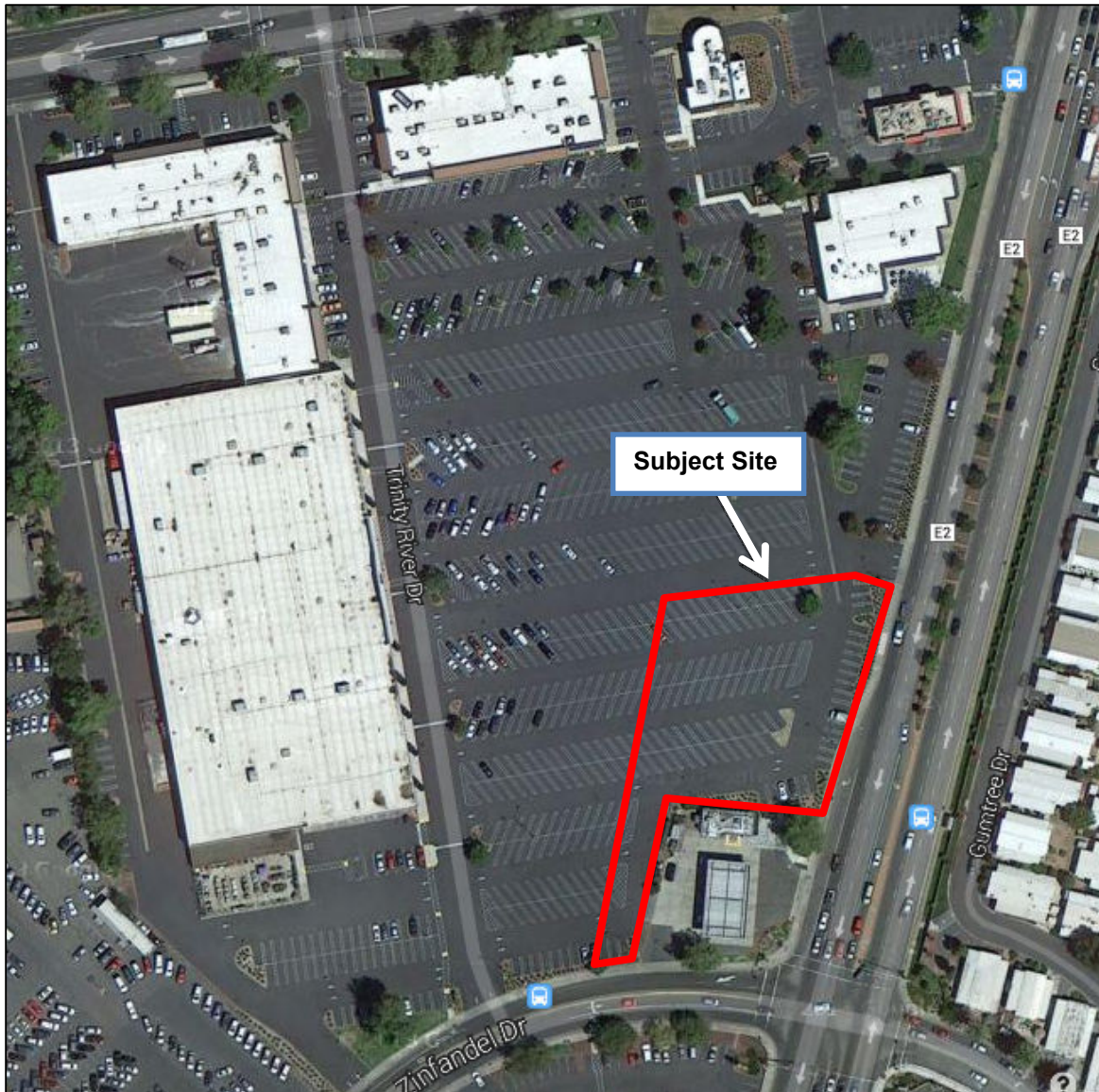
BACKGROUND

The project site is a section of the existing parking lot of the large multiple tenant shopping center, located on the west side of Sunrise Boulevard, between Zinfandel Drive and Coloma Road. The overall Rivergate Shopping Center was constructed around the late 1970's with approximately 140,000 square feet of existing building area. The project site is zoned Commercial Mixed Use (CMU).

The City of Rancho Cordova received an application on March 7, 2014 requesting a Major Design Review to construct a new Chick-Fil-A restaurant and Conditional Use Permit to allow

the drive-through portion of the establishment. The application was routed to the City's commenting agencies and reviewed for environmental concerns. As a result of that review the project area has been found to have ample parking to support the new building and has existing utilities and access.

Figure 1: Subject Property in the Rivergate Shopping Center



REQUIRED PERMITS AND REGULATORY BASIS

Drive-through establishments are allowed with a Conditional Use Permit in the Commercial Mixed-Use District (Sections 23.313 and 23.910 of the Zoning Code). 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.

ANALYSIS

General Plan: The project site is located in the CMU (Commercial Mixed Use) designation of the City's General Plan Sunrise Boulevard North Planning Area (SBNPA). This is the smallest Planning Area of the City and consists of mostly retail, office, and residential development. The proposed restaurant is consistent with the CMU designation and is intended to support the surrounding commercial businesses.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
NWC Sunrise Boulevard (Project Site)	Section of existing parking lot north of the Chevron Gas Station	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
North	The northern section of the Rivergate shopping center. More restaurants and retail buildings.	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
East	Sunrise Boulevards and Housing	Medium Density Residential (MDR)	MDR (Medium Density Residential)
South	Chevron Gas Station	CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
West	Existing Office/Storage/ Rental Company	OMU/CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)

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.

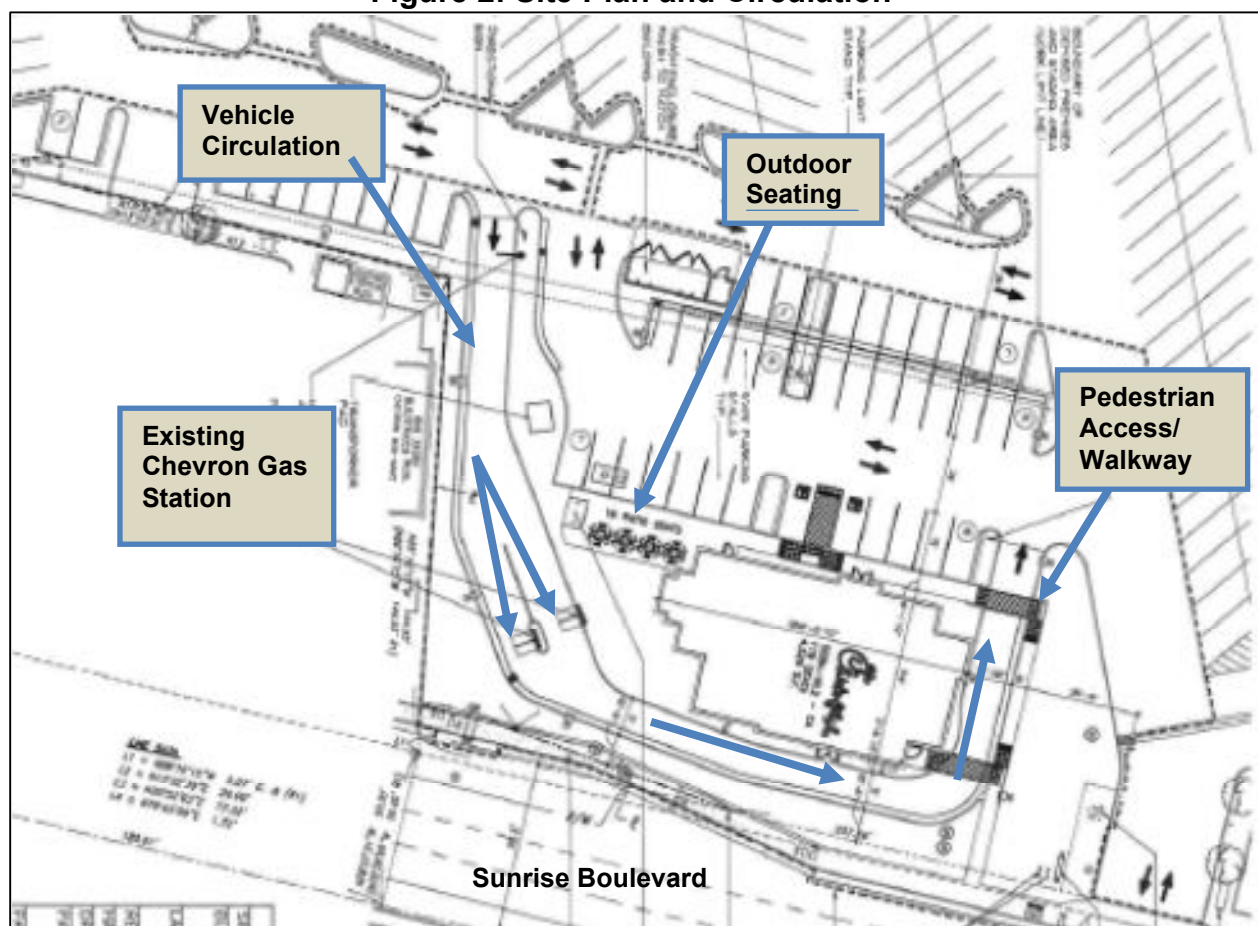
DESIGN ANALYSIS

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. 34-2014 (**Attachment 1**).

Site Plan and Circulation

In accordance with the City's design guidelines, the building is located close to Sunrise Boulevard to maximize the building's visibility while reducing visibility of the overall parking field from Sunrise Boulevard. The proposed drive-through is approximately 15 feet wide and 340 feet in length with two lanes at the ordering menu to decrease stacking from the main drive aisle. In order to reduce potential traffic conflicts that may arise from the drive-through during peak hours, the project has been designed to direct motorists from the new drive-aisle from Zinfandel Drive and Sunrise Boulevard to the drive-through aisle that wraps around the building and ends on the north end of the restaurant adjacent to the Sunrise Boulevard access. There is a pedestrian walkway from Sunrise Boulevard that will bisect the drive-through to the north end of the building.

Figure 2: Site Plan and Circulation



There are approximately 675 standard parking spaces for the existing shopping center. Based on the restaurant parking requirements of the zoning code Table 23.719-1, the 119 seat capacity, 4,526 square foot restaurant will require and provide 45 parking spaces.

Architectural and Landscaping

Although the proposed structure is one story in height, the restaurant has four “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 accompanied with the additional building’s “tower” features helps this building tie into the overall design theme of the recently approve Scooter’s Coffee, Sportsman’s Warehouse and overall Rivergate Shopping Center remodel. In addition to the “tower” features, the building design uses the same color and materials palette as the overall shopping center, helping to tie the design of this building in with the remainder of the Rivergate Shopping Center.

Figure 3: Elevations



Facades facing public streets will have windows and new landscaping where possible; however since the drive-through separates the main building from the Sunrise Boulevard right-of-way, views may be slightly less visible when motorists utilize the drive-through service. Accent trees, shrubs and ground cover have been added along the drive-through while new shade trees are located in the reconfigured parking area.

USE PERMIT

In accordance with Zoning Code Section 23.134, a new restaurant with a drive-thru must obtain a Conditional Use Permit and would be subject to the development standards listed in the zoning code (23.913.030 E). The development package has been reviewed using the listed development standards in subsection (E) and has been determined to be in conformance with the requirements, as follows:

- The drive-through would be 15 feet wide (12 foot minimum) and approximately 340 feet long (180 foot minimum). Well above the zoning code minimum;
- The aisle would be greater than 25 feet from a major intersection (Zinfandel Drive and Sunrise Boulevard). The drive-through would end at the north end of the parking area for cars to exit near Sunrise Boulevard;

- The drive-through would be separated from the main ingress/egress to improve circulation and lessen the possibility of unwanted automobile stacking into the drive aisle;
- The landscaping would include small trees, shrubs, low maintenance grasses, and groundcover along the drive-through aisle between the automobiles and Sunrise Boulevard. The zoning code requires a two-foot tall hedge or other plant material installed along the drive-thru aisle to partially screen the cars. It appears from the landscape plan that this has been provided to comply with this requirement. *A conditional of approval will be added to ensure that the final landscape plans satisfy this requirement prior to issuance of building permit.*
- Pedestrian access would be provided from the abutting street (Sunrise Boulevard) to the Chick-Fil-A primary entrance by a continuous, minimum four-foot-wide sidewalk that runs along the north end of the building. The pedestrian walkways would have two crossing at the drive-through. *A conditional of approval has been added to ensure the walkways have clear visibility, shall be delineated by textured and colored paving, and shall be clearly signed to alert vehicles in the drive-through aisles.*
- The menu boards and pick-up windows have been designed to reduce impacts from stacking during peak hours by flaring out from one lane to two lanes to reduce stacking in the drive aisle adjacent to the restaurant's main parking area.
- The project has been designed to improve onsite circulation through and around the new parking lot configuration.
- The drive-up windows and their order stations with amplified sound are located far from any residential property.
- No signage has been submitted with this application however directional signage is encouraged to improve onsite circulation.
- Drive-through windows would be visible from a public right-of-way (Sunrise Boulevard) to ensure that all activity can be viewed from an adjacent street and public right-of-way.

The required findings and the evidence to support the Use Permit are contained in Resolution No. 34-2014 (**Attachment 1**).

PUBLIC COMMENT

The City has received public comments regarding this project, included in **Attachment 2**.

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 CMU-SBNPA (Commercial Mixed-Use/Sunrise Boulevard North Planning Area) and zoning

designation of CMU (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.

No potential new impacts related to the properties or 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. 34-2014 the Design Review and Conditional Use Permit for Chick-Fil-A drive-through restaurant DD8454, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENT(S)

1. Resolution 34-2014, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Public Comment
3. 500' Radius Map and Labels

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 34-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE CHICK-FIL-A MAJOR DESIGN REVIEW
AND CONDITIONAL USE PERMIT - PROJECT NO. DD8454**

WHEREAS, Chick-Fil-A, Inc (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to construct a new 4,526 square foot drive-through Chick-Fil-A restaurant located at the northwest corner of Zinfandel Drive and Sunrise Boulevard. (Assessor's Parcel Number: 058-0261-027-0000); 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 Chick-fil-A Major Design Review and Conditional Use 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 15153, Projects Consistent with a Community Plan, General Plan, or Zoning, as supported by the following:

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 proposed project will develop the property consistent with the site's General Plan land use designation of CMU-SBNPA (Commercial Mixed-Use/Sunrise Boulevard North Planning Area) and zoning designation of CMU (Commercial Mixed-Use). Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

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.

- 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:

ATTACHMENT 1

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 zoning designation of the site. There is no specific plan for the area and 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 Sunrise Boulevard to maximize the building's visibility and pedestrian access while decreasing the visibility of the large Rivergate 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.

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. The building's façade includes tower features 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. 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 building and drive-through have been oriented close to Sunrise Boulevard to maximize the building's visibility and pedestrian access while decreasing the visibility of the large Rivergate parking lot. The project would improve pedestrian and bicycle access to Sunrise Boulevard 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.

- C. Approve the Conditional Use permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.143.030 and 23.910.030(D) and evidence as follows:

ATTACHMENT 1

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 infill project would occupy the southeastern corner of the existing Rivergate shopping center parking lot. The project has been designed in accordance with all local regulations and 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 project has been designed in accordance with all local and state regulations and conditioned to minimize any impacts from construction and/or operation of the new establishment.

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

Evidence: The proposed infill project would occupy the southeastern corner of the existing Rivergate shopping center parking lot. The project would have access to all existing utilities and has been designed to integrate into the existing shopping center.

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 proposed infill project would occupy the southeastern corner of the existing Rivergate shopping center parking lot. This parking lot was designed and built in the late 1970's. Although the 675 parking stalls are more than the required parking amount for the center, it lacks the proper landscaping to comply with current City of Rancho Cordova landscaping requirements. The proposed Chick-Fil-A restaurant, accompanied with the overall Rivergate Shopping Center remodel, would provide adequate shade trees and landscaping for the parking area. In addition to landscaping, the plans would improve circulation throughout the center by shortening the parking lot drive aisles and adding new drive aisles to improve onsite circulation. The parking area would no longer be non-conforming.

6. Finding: The design and location of the facility and lane will not contribute to increased congestion on public or private streets adjacent to the subject property.

ATTACHMENT 1

Evidence: The building and drive-through have been oriented close to Sunrise Boulevard to maximize the building's visibility and pedestrian access while decreasing the visibility of the large Rivergate parking lot. The project would improve pedestrian and bicycle access to Sunrise Boulevard while 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.

7. Finding: The design and location of the facility and lane will not impede access to or exit from the parking lot serving the facility nor impair normal circulation within the parking lot.

Evidence: The design of the project's drive-through lane has been oriented for the egress/ingress of automobile traffic directly from the new drive aisle surrounding the new parking area. This would reduce traffic conflicts that may arise from patrons trying to park and "dine-in" versus those wishing to use the drive-through service. The drive-through and parking lot area are located far enough away from the existing access to Zinfandel Drive and Sunrise Boulevard as to not impact motorists entering or leaving the center.

8. Finding: The design and location of the facility will not create a nuisance for adjoining properties.

Evidence: The infill project is located in the southeastern corner of the existing parking lot. The new circulation would not impact motorist traffic from the other commercial pads in the center nor would it impact the existing Chevron gas station to the south of the site. The project proposed new drive aisles and pedestrian access to improve the existing circulation at the northwest corner of Zinfandel Drive and Sunrise Boulevard.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

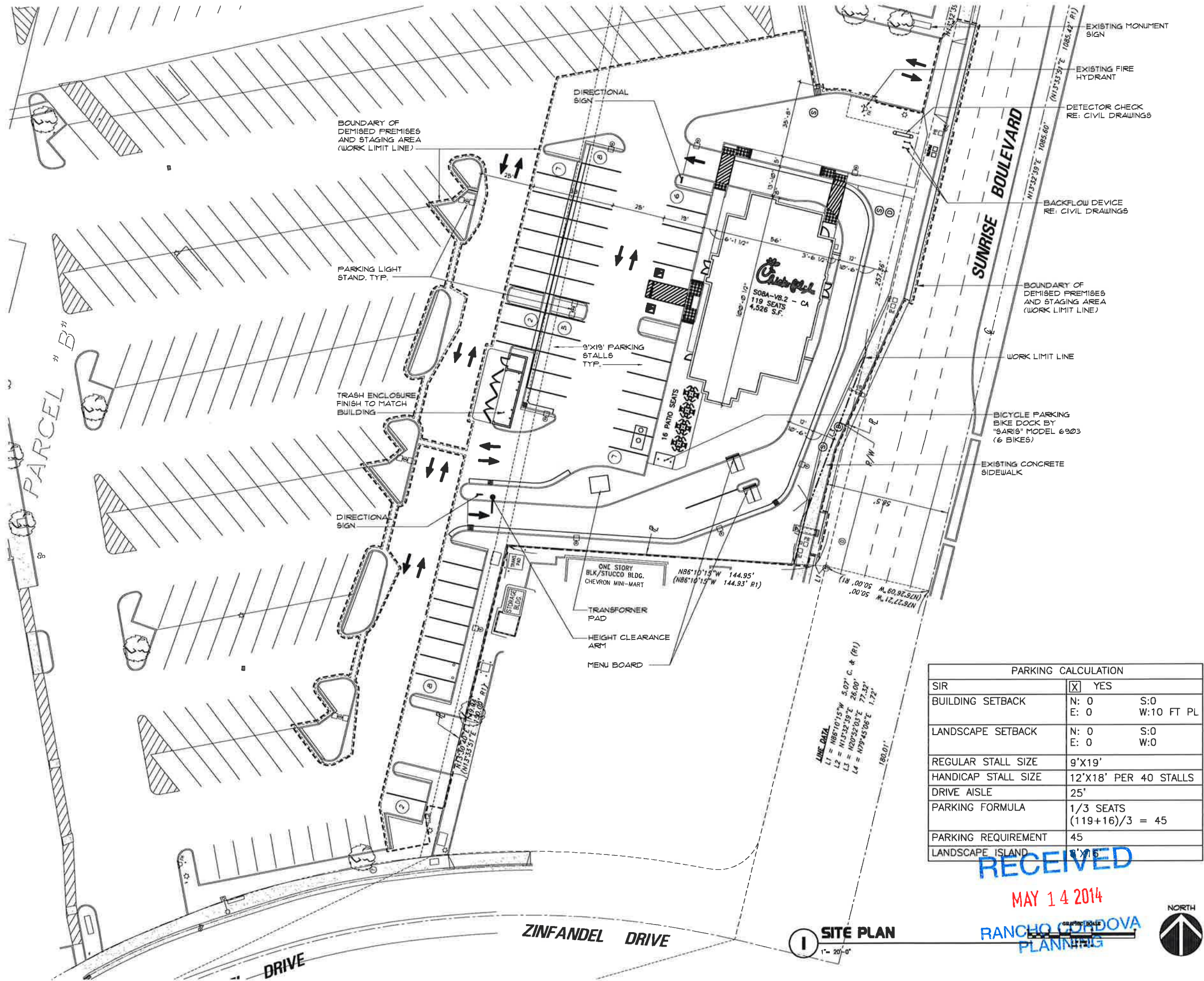


EXHIBIT A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:
Mark Date By
△
Mark Date By
△
Mark Date By
△

Seal

C · R · H · O
Architecture Interior Planning
195 South "C" Street 200
Tustin, California 92780
714 832-1834
FAX 832-1910

STORE
STORE
RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE
PRELIMINARY
SITE PLAN

VERSION: 8.4
ISSUE DATE: 10-2013

Job No. : 13-194
Store : 03446
Date : 2-12-14
Drawn By : A.L.
Checked By: R.H.

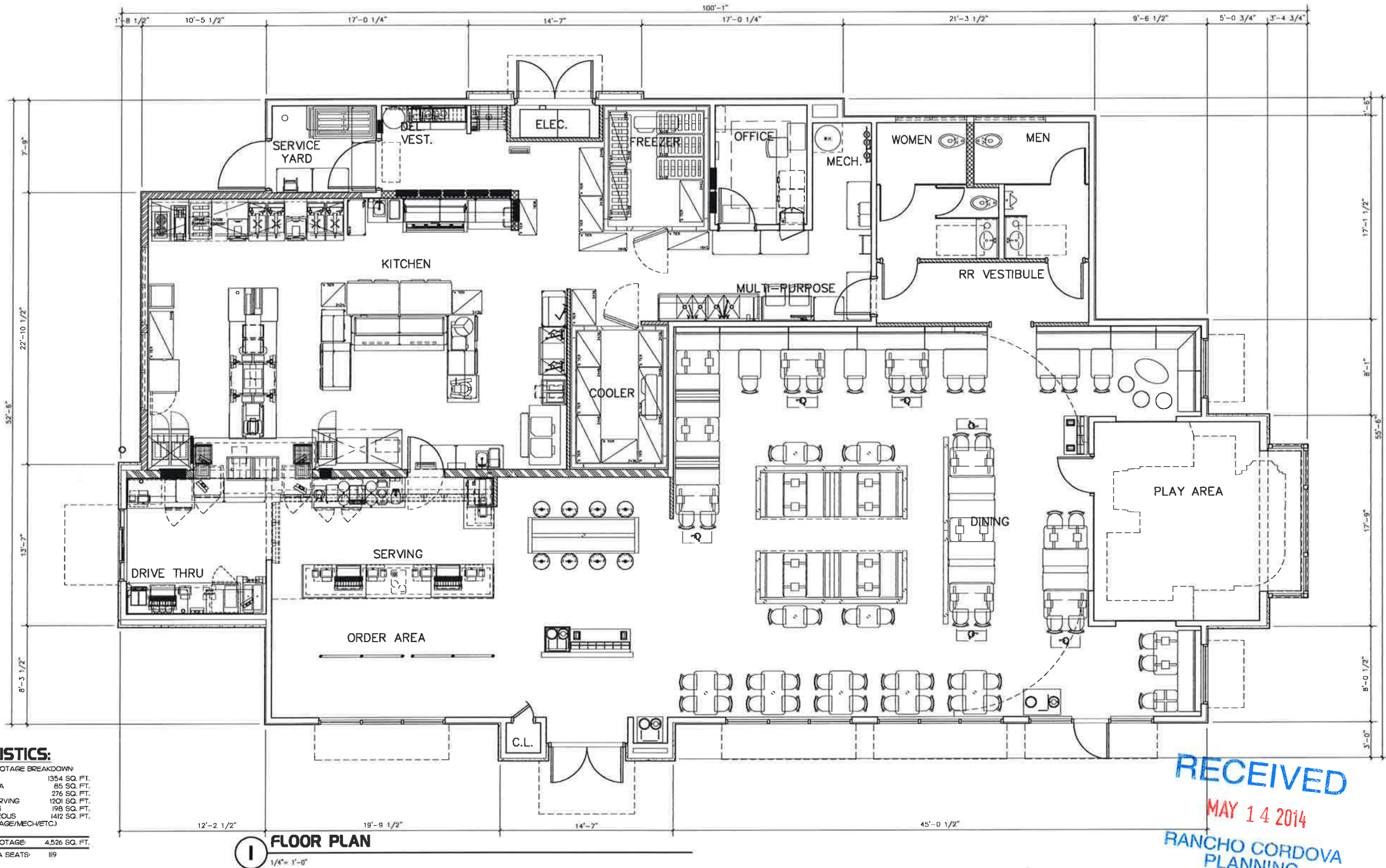
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SP-1

STATISTICS:

SQUARE FOOTAGE BREAKDOWN:	
DINING	1354 SQ. FT.
ORDER AREA	85 SQ. FT.
PLAY AREA	276 SQ. FT.
KITCHEN/SERVING	1201 SQ. FT.
RESTROOMS	198 SQ. FT.
MISCELLANEOUS	1412 SQ. FT.
(VEST/STORAGE/MECH/ETC.)	

SQUARE FOOTAGE	4,526 SQ. FT.
DINING AREA SEATS	119



LEGEND:

2X4 WOOD STUD WALL	
2X6 WOOD STUD WALL	
2X8 WOOD STUD WALL	
3 5/8" METAL STUDS	
RE: GENERAL NOTES, #6	
6" METAL STUDS	
RE: GENERAL NOTES, #6	
8" METAL STUDS	
RE: GENERAL NOTES, #6	
STONE VENEER	
COLUMN	
RE: STRUCTURAL	

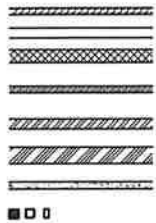


EXHIBIT A



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark Date By

Mark Date By

Mark Date By

Seal

C · R · H · O

Architecture Interior Planning
185 South "C" Street 200
Tustin, California 92780
714 832-1834
FAX 832-1810

STORE
STORE
RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE
FLOOR PLAN

VERSION: 8.4
ISSUE DATE: 10-2013

Job No. : 13-194

Store : 03446

Date : 2-12-14

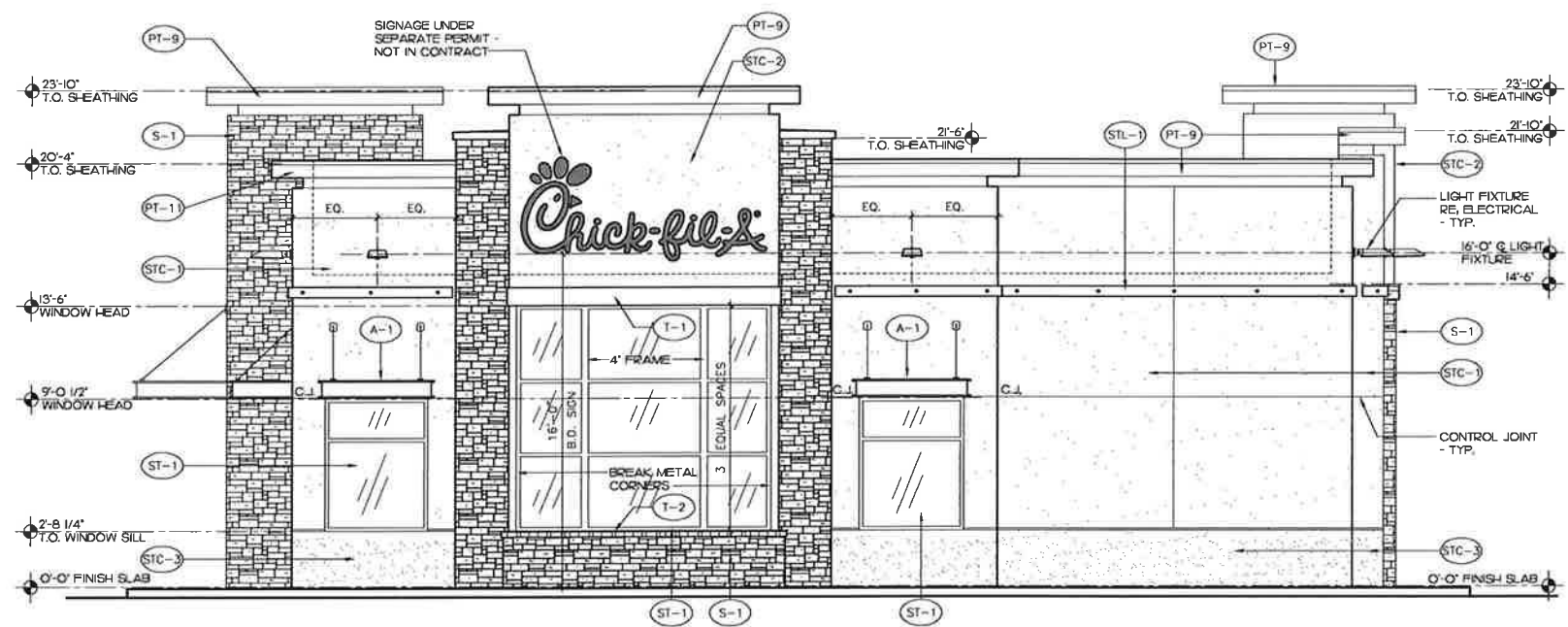
Drawn By : A.L.

Checked By : R.H.

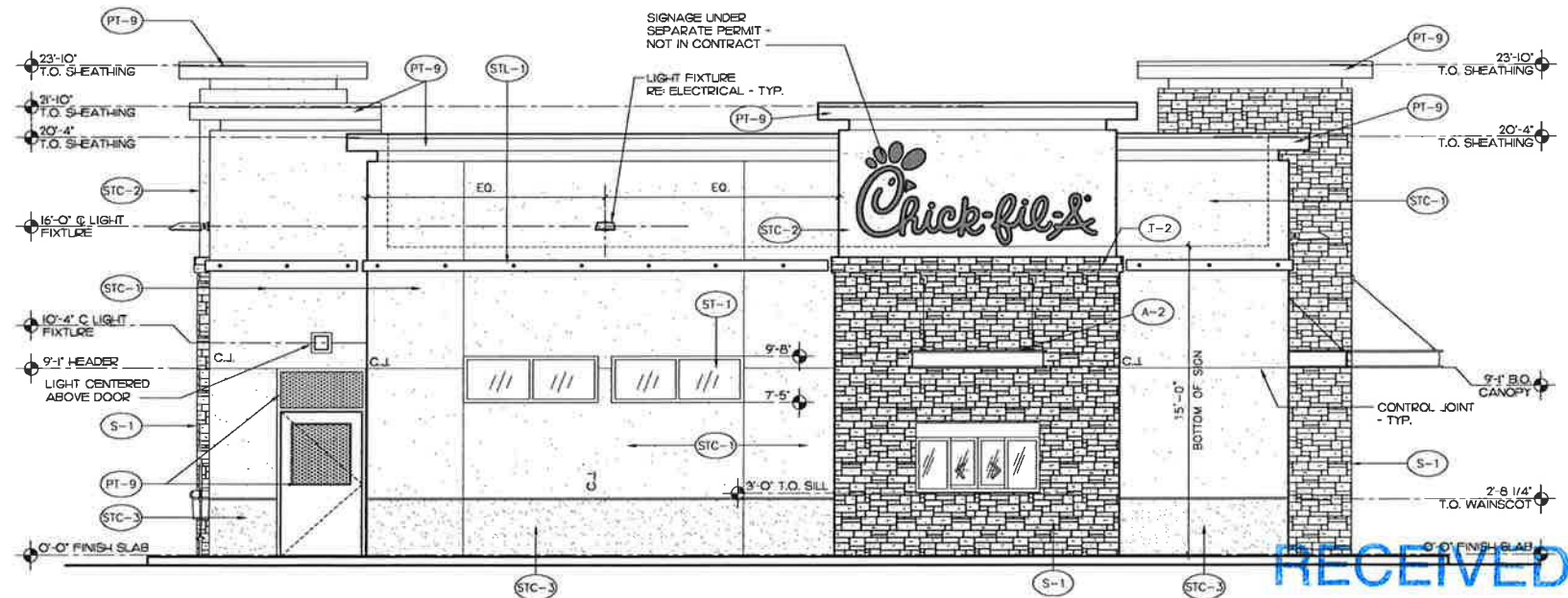
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A-1.1A

RECEIVED
MAY 14 2014
RANCHO CORDOVA
PLANNING



1 SOUTH ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

EXTERIOR FINISHES - FOR STOREFRONT GLAZING - SEE GLASS SCHEDULE & INTERIOR ELEVATIONS			
STC-1	STUCCO #1 TO MATCH SHERWIN WILLIAMS #SW6121 "WHOLE WHEAT"	A-1	ALUMINUM AWNING - LOUVER BLADE COLOR - DARK BRONZE SIZE 5'-8" LENGTH (V.L.F.) x 3'-0" DEPTH
STC-2	STUCCO #2 TO MATCH SHERWIN WILLIAMS #SW6158 "SAWDUST"	A-2	ALUMINUM AWNING - COVERED COLOR - DARK BRONZE SIZE 6'-9" LENGTH (V.L.F.) x 4'-6" DEPTH
STC-3	STUCCO #3 TO MATCH SHERWIN WILLIAMS #SW2803 "ROCKWOOD TERRA COTTA"	A-3	ALUMINUM AWNING - LOUVER BLADE COLOR - DARK BRONZE SIZE 11'-3" LENGTH (V.L.F.) x 3'-0" DEPTH
ST-1	STOREFRONT YKK - YES 45 COLOR - DARK BRONZE (MATTE)	A-4	ALUMINUM AWNING - COVERED COLOR - DARK BRONZE SIZE 11'-3" LENGTH (V.L.F.) x 3'-0" DEPTH
PT-9	PAINT #9 SHERWIN WILLIAMS - SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350 COLOR - DARK BRONZE (SEMI-GLOSS)	A-5	ALUMINUM AWNING - COVERED COLOR - DARK BRONZE SIZE 8'-0" LENGTH (V.L.F.) x 4'-6" DEPTH
PT-10	PAINT #10 SHERWIN WILLIAMS - #SW6158 "SAWDUST", FLAT FINISH	S-1	STONE VENEER ELDORADO STONE - MOUNTAIN LEDGE "SIERRA"
PT-11	PAINT #11 SHERWIN WILLIAMS - #SW6121 "WHOLE WHEAT", FLAT FINISH	STL-1	STEEL TRIM PAINTED
PT-1	PAINT #12 SHERWIN WILLIAMS - #SW 6373 "HARVESTER" FLAT FINISH	PT-12	NOTE: ALTERNATE COLOR FOR ALL AWNINGS - REGAL RED (COLOR TO MATCH MP-1).

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EXHIBIT A

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Revisions:
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714 832-1834
FAX 832-1910

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RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

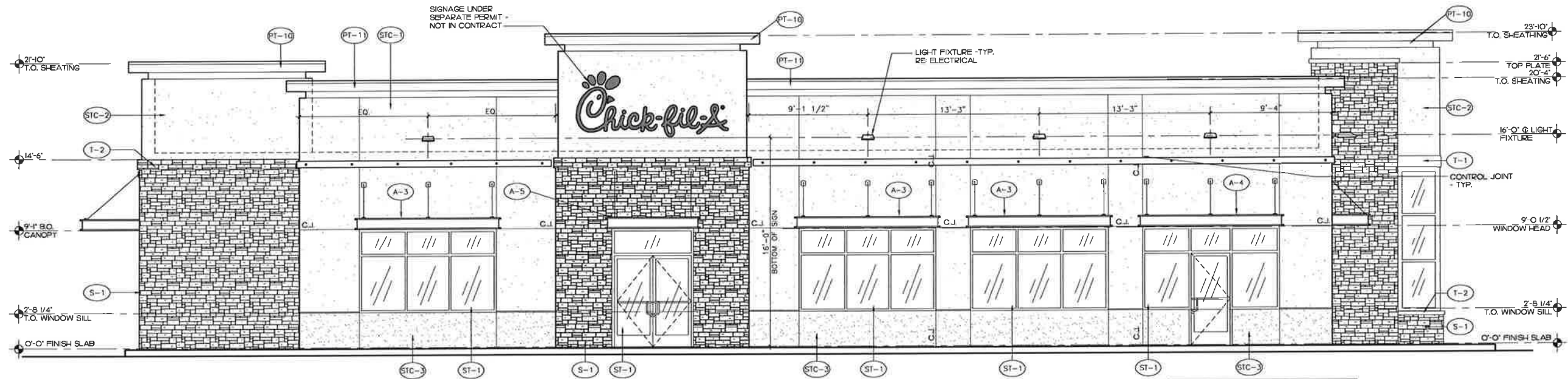
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ELEVATIONS

VERSION: 8.4
ISSUE DATE: 10-2013

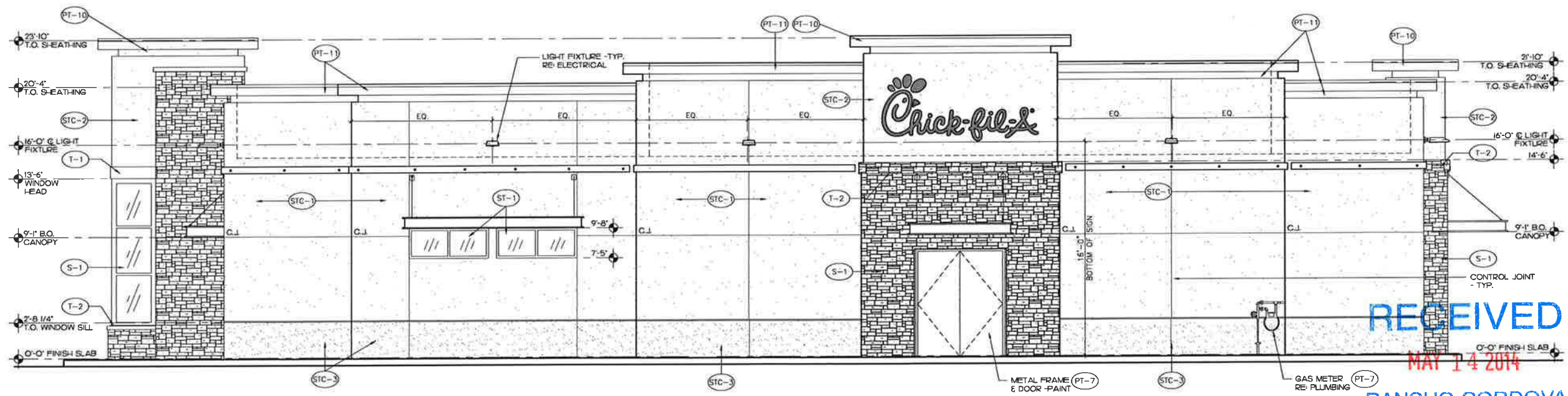
Job No. : 13-194
Store : 03446
Date : 2-12-14
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A-2.1



1 WEST ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"

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A-2.2



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ENCLOSURE

VERSION: 8.4
ISSUE DATE: 10-2011

ob No. 13-19

Store : 03446

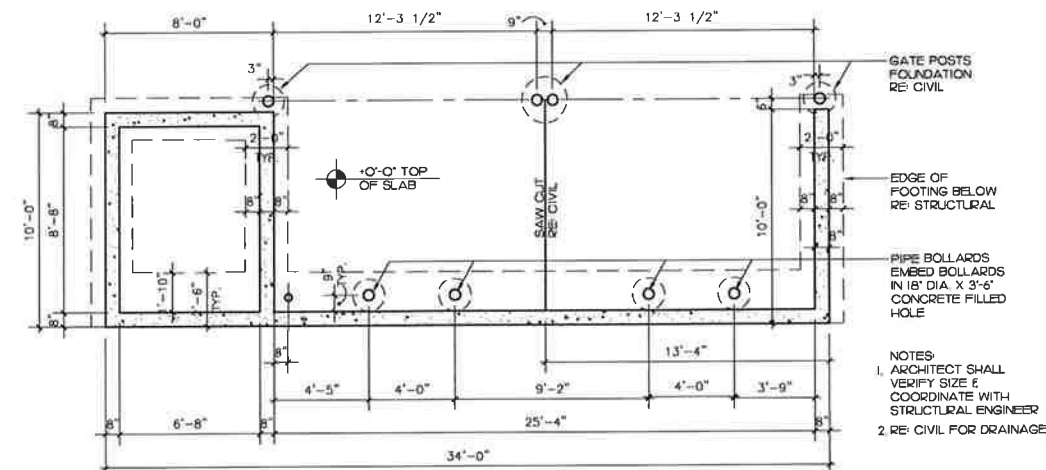
Date 2-12-

Drawn By :

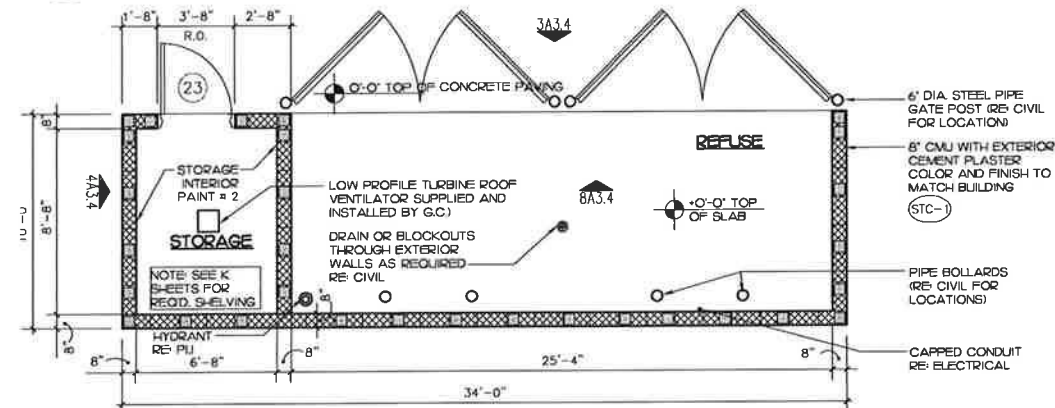
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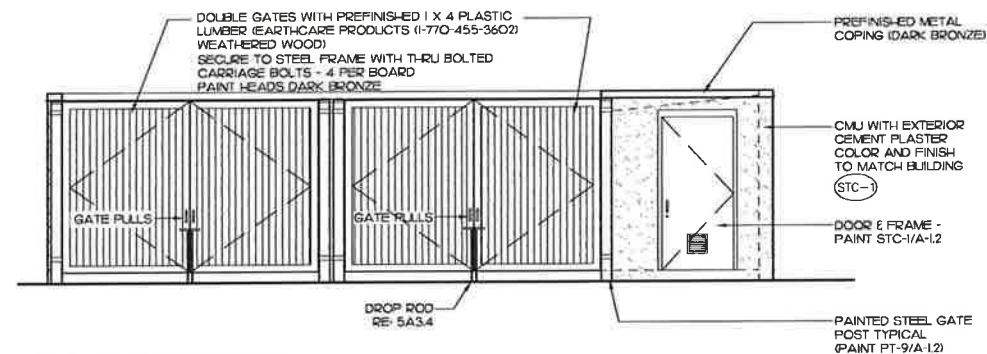
FOUNDATION PLAN

$$1/4^2 = 1^2 - 0$$


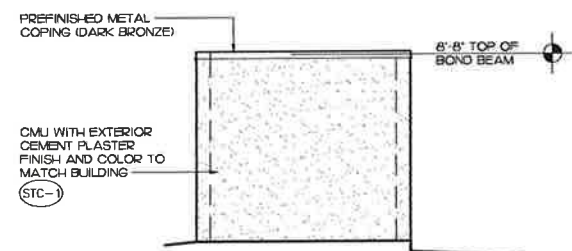
FLOOR PLAN

$$1/4^* = 1^* - 0$$

NOTE:
ALL CMU WALLS - PAINT # 7 (UNO) -
(MATCH BRICK IF NOT PROTOTYPICAL)



FRONT ELEVATION

$$1/A^2 = 1^2 - 0$$


SIDE ELEVATION

$$1/4'' = 1' - 0$$

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LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	8	DSX1 LED 60C 1000 30K T5W MVOLT HS @ 22'-0"	DSX1 LED WITH (2) 30 LED LIGHT ENGINES, TYPE T5W OPTIC, 3000K, @ 1000mA WITH HOUSE SIDE SHIELD	LED	DSX1_LED_60 C_1000_30K_T 5W_MVOLT_H S.ies	Absolute	0.86	209
	B	4	DSX1 LED 60C 1000 30K T5W MVOLT HS @ 22'-0"	DSX1 LED WITH (2) 30 LED LIGHT ENGINES, TYPE T5W OPTIC, 3000K, @ 1000mA WITH HOUSE SIDE SHIELD	LED	DSX1_LED_60 C_1000_30K_T 5W_MVOLT_H S.ies	Absolute	0.86	418
	C	10	L6854LED @ 16'-0"	Cast aluminum housing, clear patterned glass upper lens ab ove formed semi-specular aluminum reflector, clear glass enclosure	36 white LEDs	6854LED (1).ies	Absolute	0.95	42.63
	D	2	7462LED.538 @ 10'-4"	7-1/2"L. X 6"W. X 3-1/4"H. LED FIXTURE FROSTED LENS		7462LED_538.I ES	Absolute	0.95	13.48

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	2.1 fc	6.4 fc	0.1 fc	64.0	21.0
Calc Zone #2	+	1.9 fc	3.8 fc	0.6 fc	6.3:1	3.2:1

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SHEET TITLE
PHOTOMETRIC
SITE PLAN

VERSION: 8.4
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PH-1



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

AGENDA ITEM 15.2



PRELIMINARY ELEVATIONS
Rancho Cordova, California

File Name: 13-194 Elevations
2-14-14
Updated: 5-13-14

Note:
All roof top mechanical equipment shall be located in equipment well and screened from view by parapet walls.

COLOR AND MATERIAL LEGEND

101	Paint - Sherwin Williams - #SW6121 "Whole Wheat"
102	Paint - Sherwin Williams - #SW6158 "Sawdust"
103	Paint - Sherwin Williams - #SW2803 "Rookwood Terra Cotta"
104	Paint - Sherwin Williams - #SW6373 "Harvester"
105	Paint - Sherwin Williams - #B66-350 "Dark Bronze"
106	Stone Veneer - Eldorado Stone - Mountain Ledge "Sierra"
107	Aluminum Canopy - Color "Dark Bronze"

0 10 20 30

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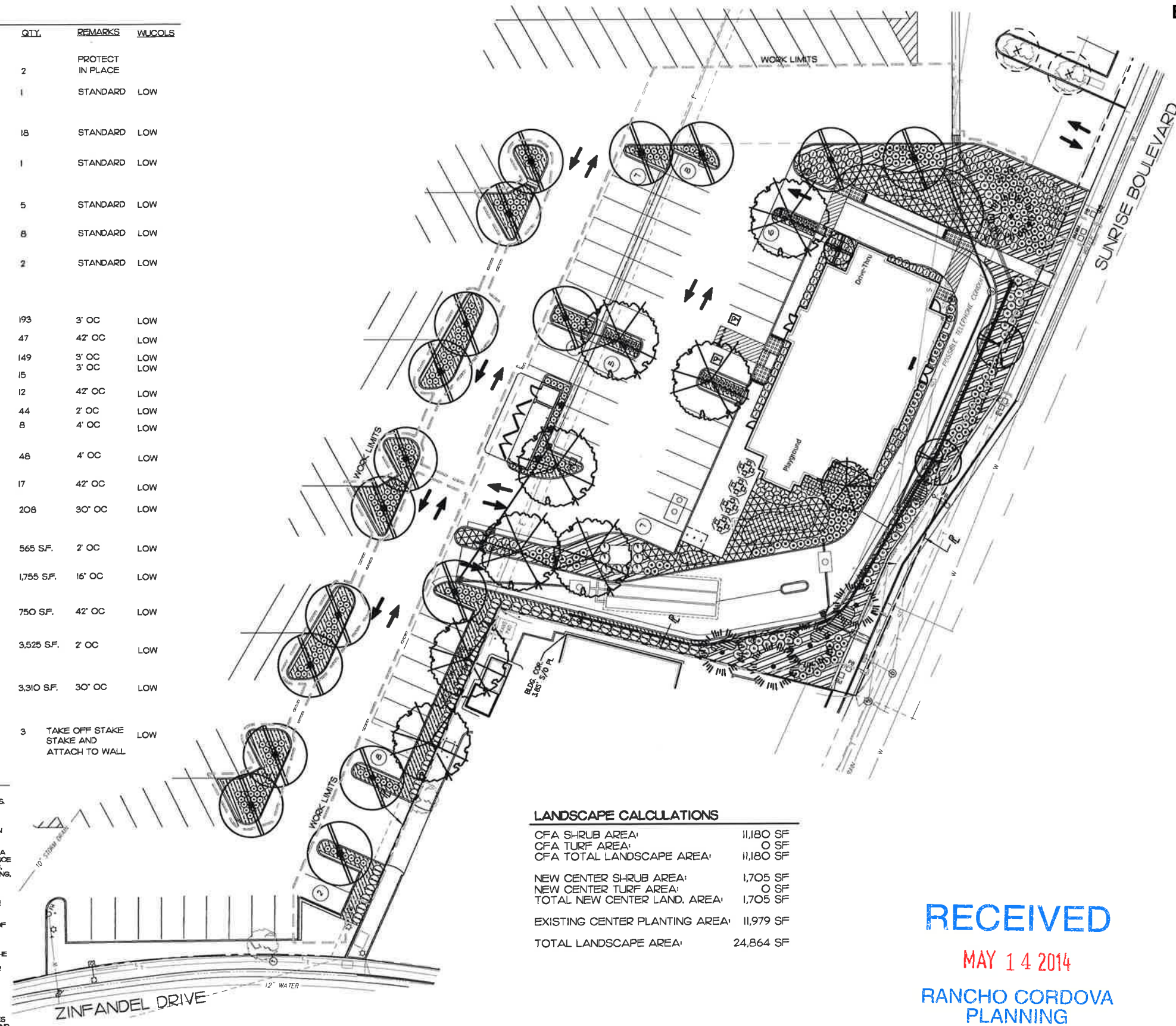
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PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS	WUCOLS
TREES						
	EXISTING TREES TO REMAIN	VARIES	EXT'G	2	PROTECT IN PLACE	
	ARBUTUS UNEDO 'COMPACTA'	MARINE ARBUTUS	24" BOX	1	STANDARD	LOW
	ARBUTUS MARINA	MARINE ARBUTUS	24" BOX	18	STANDARD	LOW
	LAGERSTROEMIA INDICA 'CENTENNIAL SPIRIT'	CRAPE MYRTLE	24" BOX	1	STANDARD	LOW
	PINUS HALEPENSIS	ALEPPO PINE	24" BOX	5	STANDARD	LOW
	PISTACIA CHINENSIS 'KEITH DAVEY'	CHINESE PISTACHE	24" BOX	8	STANDARD	LOW
	PYRUS CALLERYANA 'REDSPIRE'	EVERGREEN PEAR	24" BOX	2	STANDARD	LOW
SHRUBS						
	CEANOETHUS G. HORIZONTALIS	MOUNTAIN LILAC	5 GAL	193	3' OC	LOW
	CISTUS BRILLIANCY	ROCKROSE	5 GAL	47	42" OC	LOW
	DIETES BICOLOR	FORTNIGHT LILY	5 GAL	149	3' OC	LOW
	DIETES VEGATA	FORTNIGHT LILY	5 GAL	15	3' OC	LOW
	EUYROPS PECTINATUS	SHRUB DAISY	5 GAL	12	42" OC	LOW
	PHORMIUM 'TINY TIGER'	NEW ZEALAND FLAX	5 GAL	44	2' OC	LOW
	RAPHIOLEPIS INDICA 'MAJESTIC BEAUTY'	INDIA HAWTHORN	15 GAL	8	4' OC	LOW
	RAPHIOLEPIS UMBELLATA	YEDDA HAWTHORN	15 GAL	48	4' OC	LOW
	SPIREA X BUMALDA 'ANTHONY WATERER	SPIREA	5 GAL	17	42" OC	LOW
	STRELITZIA REGINAE	BIRD OF PARADISE	5 GAL	208	30" OC	LOW
GROUND COVERS						
	FESTUCA MAIREI	ATLAS FESCUE	1 GAL	565 SF.	2' OC	LOW
	FESTUCA OVINA 'GLAUCIA'	BLUE FESCUE	1 GAL	1,755 SF.	16" OC	LOW
	LANTANA MONTEVIDENSIS 'MONSIEUR'	LAVENDER SWIRL LANTANA	1 GAL	750 SF.	42" OC	LOW
	OSTERSPERMUM 'LAVENDER BLUE'	AFRICAN DAISY	FLATS	3,525 SF.	2' OC	LOW
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET'	ROSEMARY	1 GAL	3,310 SF.	30" OC	LOW
VINES						
	MACFADYENA UNGUIS-CATI	CAT'S CLAW	5 GAL	3	TAKE OFF STAKE STAKE AND ATTACH TO WALL	LOW

PLANTING NOTES

- CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITH THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATIONS FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
- ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH ANSI Z601 "AMERICAN STANDARD FOR NURSERY STOCK".
- PROVIDE ROOT BARRIERS FOR ALL TREES PLANTED WITHIN 10' OF HARDSCAPE. (2376/0502/03) ROOT BARRIER TO BE INSTALLED WITHIN 6" OF CURB, WALK, OR PAVING WHEN ROOT BARRIER IS REQUIRED. 24" X 20" LONG CENTERED ON TREE. 23" BELOW GRADE AND 1" ABOVE.
- LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
- SEE PLANTING DETAILS, AS PART OF THE CONSTRUCTION DOCUMENTS, FOR PLANTING AND STAKING AND CUTTING REQUIREMENTS.
- FERTILIZER FOR ALL GROUND COVER AREAS SHALL BE AS SPECIFIED WITHIN THE SPECIFICATIONS, AS PART OF THE CONSTRUCTION DOCUMENTS.
- REFER TO SPECIFICATIONS, AS PART OF THE CONSTRUCTION DOCUMENTS, FOR STANDARDS OF MATERIALS AND WORKMANSHIP.
- CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF UTILITIES. REPAIR TO INCLUDE ALL DAMAGED IRRIGATION AND PLANTING ITEMS.
- CONNECT TO EXISTING CONDITIONS.
- ALL LANDSCAPE AND IRRIGATION SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM CITY.
- PROVIDE 50% SHADE COVERAGE OF PARKING SPACES AT 15 YEARS. REPLACE TREES AS REQUIRED. TO BE SUBMITTED WITH CONSTRUCTION DOCUMENTS.
- FINISH GRADE TO BE 2" BELOW TOP OF CURB OR SIDEWALK FOR SHRUB AND GROUND COVER AREAS.
- ALL PLANTER AREAS TO BE ROTOTILLED AND AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS (AS PART OF THE CONSTRUCTION DOCUMENTS). NO DEVIATIONS.
- ALL LANDSCAPE AREAS SHALL BE MAINTAINED IN A HEALTHY AND ATTRACTIVE CONDITION MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, FERTILIZING, WEEDING, CLEANING, PRUNING, TRIMMING, SPRAYING, AND CULTIVATING. PLANT MATERIALS SHOWING PHYSICAL DAMAGE OR INJURY ARISING FROM THE LACK OF WATER, CHEMICAL DAMAGE, INSECTS, OR DISEASE SHALL BE REPLACED BY THE SAME OR SIMILAR SPECIES. (1757/70) (I) THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
- ALL FINISH GRADING SHALL BE DIRECTED AWAY FROM THE BUILDING AND WALKS AND TOWARDS THE PERVIOUS PLANTER AREAS TO THE MAXIMUM EXTENT PRACTICABLE. REFER TO CIVIL PLANS FOR GRADING AND DRAINAGE.
- ALL PLANTING AND IRRIGATION ON THIS PROJECT SHALL ADHERE TO CITY OF RANCHO CORDOVA LANDSCAPE STANDARDS.
- STAKE TO BE 2" DIA. X 10' LONG FOR 24" BOX TREES AND SMALLER. INSTALLED 2" MIN. BELOW GRADE AND 18" MIN. FROM TRUNKS AND OUTSIDE ROOTBALL. STAKES TO BE CUT OFF 1-2" ABOVE HIGHEST TREE TIE.
- ALL BACKFLOW PREVENTERS AND UTILITIES TO BE SCREENED WITH LANDSCAPE.
- ALL SHRUB AREAS TO BE TOP DRESSED WITH 2" LAYER OF MULCH TO MATCH MASTER DEVELOPER'S PLANS. ALL TOP DRESSING TO BE INSTALLED TO 1' BELOW ADJACENT WALK.
- ANY CHANGES TO MATERIALS, PLANS, OR DETAILS SHALL BE APPROVED BY THE CITY ARBORIST.
- NO TREE IS TO BE LOCATED WITHIN 10' OF A FIRE HYDRANT. NO TREE IS TO BE LOCATED WITHIN 20' OF A LIGHT STANDARD.



LANDSCAPE CALCULATIONS

CFA SHRUB AREA:	11,180 SF
CFA TURF AREA:	0 SF
CFA TOTAL LANDSCAPE AREA:	11,180 SF
NEW CENTER SHRUB AREA:	1,705 SF
NEW CENTER TURF AREA:	0 SF
TOTAL NEW CENTER LAND AREA:	1,705 SF
EXISTING CENTER PLANTING AREA:	11,979 SF
TOTAL LANDSCAPE AREA:	24,864 SF

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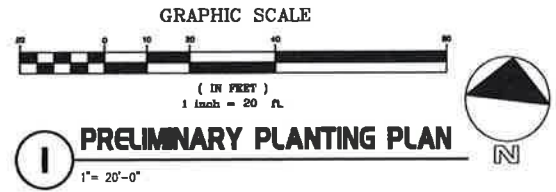


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Hourian Associates
Landscape Architecture
101 AVENIDA MIRAMAR, SUITE D
SAN GABRIEL, CA 91762
TEL. 951-494-5623
FAX 951-494-5623
AL 11-188

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SHEET TITLE
PRELIMINARY
PLANTING PLAN

VERSION: 8.4
ISSUE DATE: 10-2013

Job No. : 13-194
Store : 03446
Date : 2-12-14
Drawn By : RHC
Checked By: JGH
Sheet

L-1

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF PARCEL "B" AS SHOWN ON THAT PARCEL MAP ENTITLED "PORTION OF PARCEL "K" AS SHOWN ON RECORD OF SURVEY IN BOOK 22 OF SURVEYS, PAGE 16", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 26, OF PARCEL MAPS, PAGE 29, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "B", FROM WHICH THE MOST EASTERLY CORNER OF SAID PARCEL "B" BEARS THE FOLLOWING TWO COURSES: (1) NORTH 13° 33' 51" EAST 69.74 FEET; (2) NORTH 08° 47' 01" EAST 70.00 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 79° 46' 54" WEST 258.54 FEET; THENCE NORTH 10° 13' 06" WEST 37.67 FEET; THENCE SOUTH 79° 46' 54" WEST 600.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B", SAID POINT BEING LOCATED SOUTH 10° 41' 45" EAST 296.01 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL "B", BEING THE LAND,

- EXCEPTING THEREFROM ALL OF THE BUILDINGS AND OTHER IMPROVEMENTS ERECTED AND SITUATE ON THE GROUND AS CONVEYED BY DEED FROM ROLAND M. JERMYN, JR., AS TRUSTEE OF SINNET INDUSTRIES, INC. EMPLOYEE BENEFIT PLAN TRUST TO SUNRISE ASSOCIATES, A PENNSYLVANIA LIMITED PARTNERSHIP, DATED SEPTEMBER 25, 1980 AND RECORDED OCTOBER 09, 1980 IN BOOK 8010-09, PAGE 78B.

PARCEL 2:

ALL THE BUILDINGS AND OTHER IMPROVEMENTS ERECTED AND SITUATE ON THE GROUND AS DESCRIBED BELOW (BUT NOT THE GROUND UPON WHICH SUCH BUILDINGS AND OTHER IMPROVEMENTS ARE SITUATE):

ALL THAT PORTION OF PARCEL "B" AS SHOWN ON THAT PARCEL MAP ENTITLED "PORTION OF PARCEL "K" AS SHOWN ON RECORD OF SURVEY IN BOOK 22 OF SURVEYS, PAGE 16", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 26, OF PARCEL MAPS, PAGE 29, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "B", FROM WHICH THE MOST EASTERLY CORNER OF SAID PARCEL "B" BEARS THE FOLLOWING TWO COURSES: (1) NORTH 13° 33' 51" EAST 69.74 FEET; (2) NORTH 08° 47' 01" EAST 70.00 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 79° 46' 54" WEST 258.54 FEET; THENCE NORTH 10° 10' 06" WEST 37.67 FEET; THENCE SOUTH 79° 46' 54" WEST 600.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B", SAID POINT BEING LOCATED SOUTH 10° 41' 45" EAST 296.01 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL "B" AS CONVEYED BY DEED FROM ROLAND M. JERMYN, JR. AS TRUSTEE OF SINNET INDUSTRIES, INC. EMPLOYEE BENEFIT PLAN TRUST TO SUNRISE ASSOCIATES, A PENNSYLVANIA LIMITED PARTNERSHIP DATED SEPTEMBER 25, 1980 AND RECORDED OCTOBER 09, 1980 IN BOOK 8010-09, PAGE 78B, WHICH CONSTITUTE LAND,

- EXCEPTING ANY BUILDINGS AND IMPROVEMENTS NOT IN EXISTENCE ON THE DATE OF RECORDING OF THE DEED ABOVE REFERRED TO,

APN: 058-0261-027-0000

LEGAL DESCRIPTION NOTE:

THE LEGAL DESCRIPTIONS SHOWN HEREON WERE TAKEN FROM THE SUBJECT TITLE REPORT AND INCLUDES PROPERTY BEYOND THE SCOPE OF WORK LIMITS OF THIS SURVEY. THE CLIENT SPECIFIED LIMITS OF SURVEY IS AS SHOWN ON THIS SURVEY.

- THE LOCATION OF THE BUILDINGS REFERENCED IN THE EXCEPTIONS TO THE LEGAL DESCRIPTIONS CAN NOT BE DETERMINED FROM THE RECORD.

EASEMENT NOTES

REFER TO TITLE REPORT FOR ADDITIONAL INFORMATION AND DETAILS:

- AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED JUNE 02, 1976 IN BOOK 7606-02, PAGE 744 OF OFFICIAL RECORDS.

IN FAVOR OF: THE COUNTY OF SACRAMENTO
AFFECTS: PARCEL 3

NOTE: EASEMENT FALLS WITHIN SUNRISE BOULEVARD AND COLOMA ROAD.

- AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 18, 1976 IN BOOK 7611-18, PAGE 887 OF OFFICIAL RECORDS.

IN FAVOR OF: SOUTHERN CALIFORNIA WATER COMPANY
AFFECTS: PARCELS 1 THROUGH 3

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

NOTE: SAID EASEMENT PLOTTED HEREON IS SHOWN IN THE APPROXIMATE LOCATION PER AN UNSIGNED ALTA SURVEY BY OTHERS.

- AN EASEMENT FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 25, 1977 IN BOOK 7702-25, PAGE 944 OF OFFICIAL RECORDS.

IN FAVOR OF: SACRAMENTO MUNICIPAL UTILITY DISTRICT
AFFECTS: PARCELS 1 THROUGH 2

NOTE: SAID EASEMENT AFFECTS THE WESTERLY PORTION OF THE PROPOSED CHICK-FIL-A DEVELOPMENT.

- AN EASEMENT FOR PUBLIC HIGHWAY OR ROAD AND INCIDENTAL PURPOSES, RECORDED DECEMBER 19, 1991 IN BOOK 9112-19, PAGE 934 OF OFFICIAL RECORDS.

IN FAVOR OF: COUNTY OF SACRAMENTO
AFFECTS: PARCELS 1 AND 2

NOTE: SAID EASEMENT DOES NOT ADVERSELY BURDEN THE PROPOSED CHICK-FIL-A DEVELOPMENT.

ITEMS NOT LISTED IN SUBJECT TITLE REPORT BUT PLOTTED HEREON.

- RIGHT OF WAY PER DEED RECORDED IN BOOK 901115, PAGE 1111 O.R.
- WATER EASEMENT RECORDED IN BOOK 770424, PAGE 925 O.R.
- NOTE: SAID EASEMENT PLOTTED HEREON IS SHOWN IN THE APPROXIMATE LOCATION PER AN UNSIGNED ALTA SURVEY BY OTHERS.

BENCHMARK

SACRAMENTO COUNTY BENCHMARK NO. 19-46
ELEVATION = 107.46 FEET (NGVD29)

7/8" METAL DISC & RAMSET STAMPED "CO. B.M. 19-46" SET IN TOP OF VERTICAL CURB ABOVE D.I. @ THE EAST END OF CURB RETURN @ THE SOUTHEAST CORNER OF SUNRISE BLVD. & GOLD EXPRESS DR.

BASIS OF BEARINGS

THE BEARING OF NORTH 45° 26' 08" WEST ALONG THE WESTERLY PROPERTY LINE OF PARCEL "B" AS SHOWN ON A PARCEL MAP AS FILED IN BOOK 26, PAGE 29 OF PARCEL MAPS, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

SITE AREA

PARCEL "B" OF PARCEL MAP FILED IN BOOK 26 PAGE 29 (R1) CONTAINS APPROXIMATELY: 625,690 SQ. FT. OR 14.364 ACRES (NET PARCEL "B" PER R1)

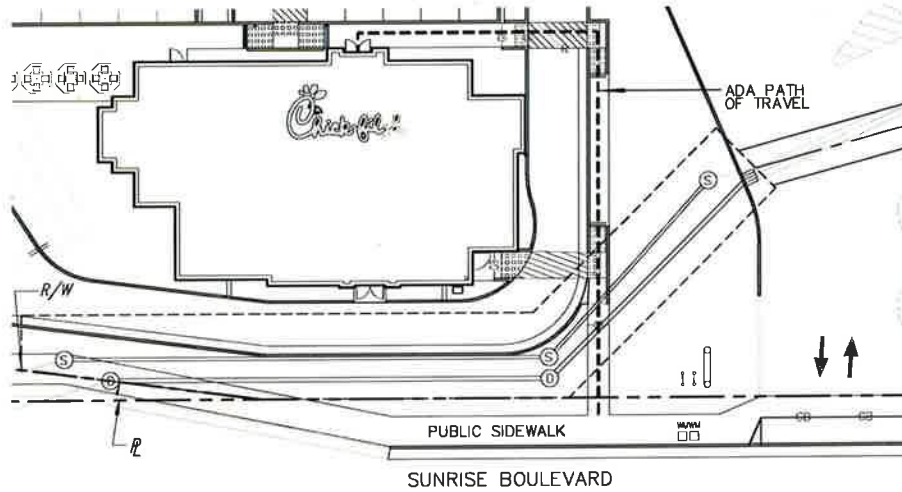
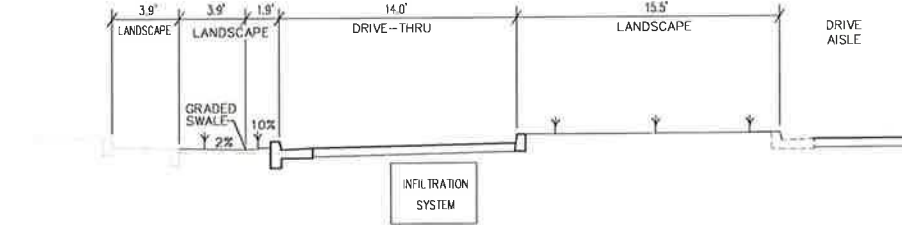
624,973 SQ. FT. OR 14.347 ACRES (EXCLUDES EASEMENT NOTE EXCEPTION #14 HEREON)

UTILITY PROVIDERS

SEWER.....SACRAMENTO AREA SEWER DISTRICT.....916-876-6140
STORM DRAIN.....SACRAMENTO COUNTY DWR.....916-874-6851
WATER.....GOLDEN STATE WATER DISTRICT.....805-348-7407
GAS.....PACIFIC GAS AND ELECTRIC CO.....916-386-5429
ELECTRIC.....(SMUD) SACRAMENTO MUNICIPAL UTILITY DISTRICT.....916-732-6573
PHONE.....AT&T.....408-635-8767
+ CABLE.....

+ AGENCY RECORD INFORMATION NOT AVAILABLE AT THE TIME OF THIS SURVEY.

CONCEPTUAL GRADING/UTILITY PLANS FOR CHICK-FIL-A RESTAURANT NO. 3446 N.W.C. SUNRISE DRIVE AND ZINFANDEL DRIVE RANCHO CORDOVA, CA



PROPOSED 20' WIDE SEWER EASEMENT

1"=20'

THIS PLAN IS:

PRELIMINARY

(NOT FOR CONSTRUCTION)

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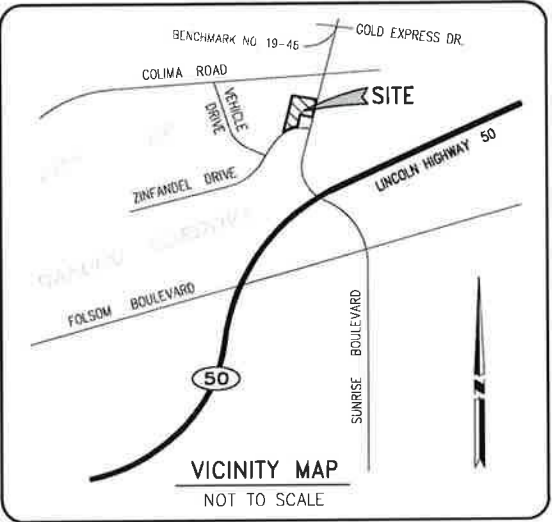
IMPORTANT NOTES

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EARTHWORK QUANTITIES

350 CUBIC YARDS CUT
800 CUBIC YARDS FILL
0 CUBIC YARDS EXPORT
0 CUBIC YARDS OVEREXCAVATION

RAW QUANTITIES ONLY, NOT INCLUDING REMOVAL OF EXISTING PAVEMENT. NO ALLOWANCE MADE FOR STRIPPING SHRINKAGE, LOSS, ETC. QUANTITIES ARE FOR CITY FEES PURPOSES ONLY-NOT FOR BIDDING CONTRACTOR TO PERFORM INDEPENDENT EARTHWORK CALCULATIONS.



SHEET #

TITLE

- 1 — TITLE SHEET
- 2 — CONCEPTUAL GRADING PLAN
- 3 — CONCEPTUAL CONSTRUCTION NOTES
- 4 — CULTREC RECHARGER SYSTEM DETAILS
- 5 — CONCEPTUAL UTILITY PLAN

- * 1 — ALTA SURVEY (TITLE SHEET)
- * 2 — ALTA SURVEY (BOUNDARY)
- * 3 — ALTA SURVEY (SURVEY)

* FOR REFERENCE ONLY

DEVELOPER

CHICK-FIL-A

5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349

ARCHITECT

CRHO ARCHITECTS

195 SOUTH "C" STREET, SUITE 200
TUSTIN, CA 92780
(714) 832-1834 FAX (714) 832-1910

SOILS ENGINEER

THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GEOTECHNICAL RECOMMENDATIONS MADE BY:

GILES ENGINEERING ASSOCIATES, INC.

1965 NORTH MAIN STREET

ORANGE, CA 92665

PH (714) 279-0817 FAX (714) 279-9687

PROJECT No. 2G-1311003

REPORT DATE: DECEMBER 9, 2013

CONTRACTOR SHALL OBTAIN A COPY OF THIS REPORT AND ALL ADDENDUM AND FOLLOW THE RECOMMENDATIONS THEREIN. NOTIFY TRUXAW AND ASSOCIATES OF ANY DISCREPANCIES OR FIELD CHANGES PRIOR TO CONSTRUCTION.

SIGNATURE - SOILS ENGINEER

DATE

SOURCE OF BOUNDARY & EASEMENT INFORMATION.

THE TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WERE TAKEN FROM THE PLAN REFERENCED BELOW.

DATE OF SURVEY: OCTOBER 30, 2013

ALTA SURVEY BY: TRUXAW AND ASSOCIATES, INC.
265 S. ANITA DR., SUITE 111
ORANGE, CA 92668
(714) 935-0265
JOB # CFA13068

EXHIBIT A



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark Date By

△

Mark Date By

△

Mark Date By

△

Seal



Prepared by:



JOSEPH C. TRUXAW
& ASSOCIATES, INC.

Civil Engineers and
Land Surveyors

265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 935-0265
(714) 935-0106 (FAX)

STORE
RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE

CONCEPTUAL

GRADING

PLAN

VERSION: S12
ISSUE DATE: 10-2011

Job No. : CFA13068

Store : #3446

Date : 5-13-14

Drawn By : JPH

Checked By: SMH

Sheet

1 of 5



Chick-fil-A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark Date By

△

Mark Date By

△

Mark Date By

△

Seal



Prepared by:



JOSEPH C. TRIDAW
& ASSOCIATES, INC.

Civil Engineers and
Land Surveyors

265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 835-0265
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STORE
RIVERGATE CORDOVA

NWC SUNRISE &
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RANCHO CORDOVA, CA

SHEET TITLE
CONCEPTUAL
GRADING
PLAN

VERSION: S12
ISSUE DATE: 10-2011

Job No. : CFA13068

Store : #3446

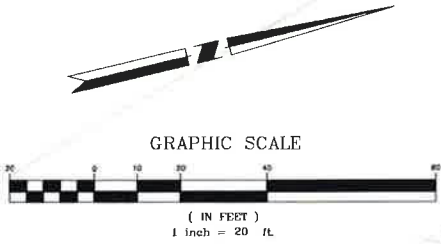
Date : 5-13-14

Drawn By : JPH

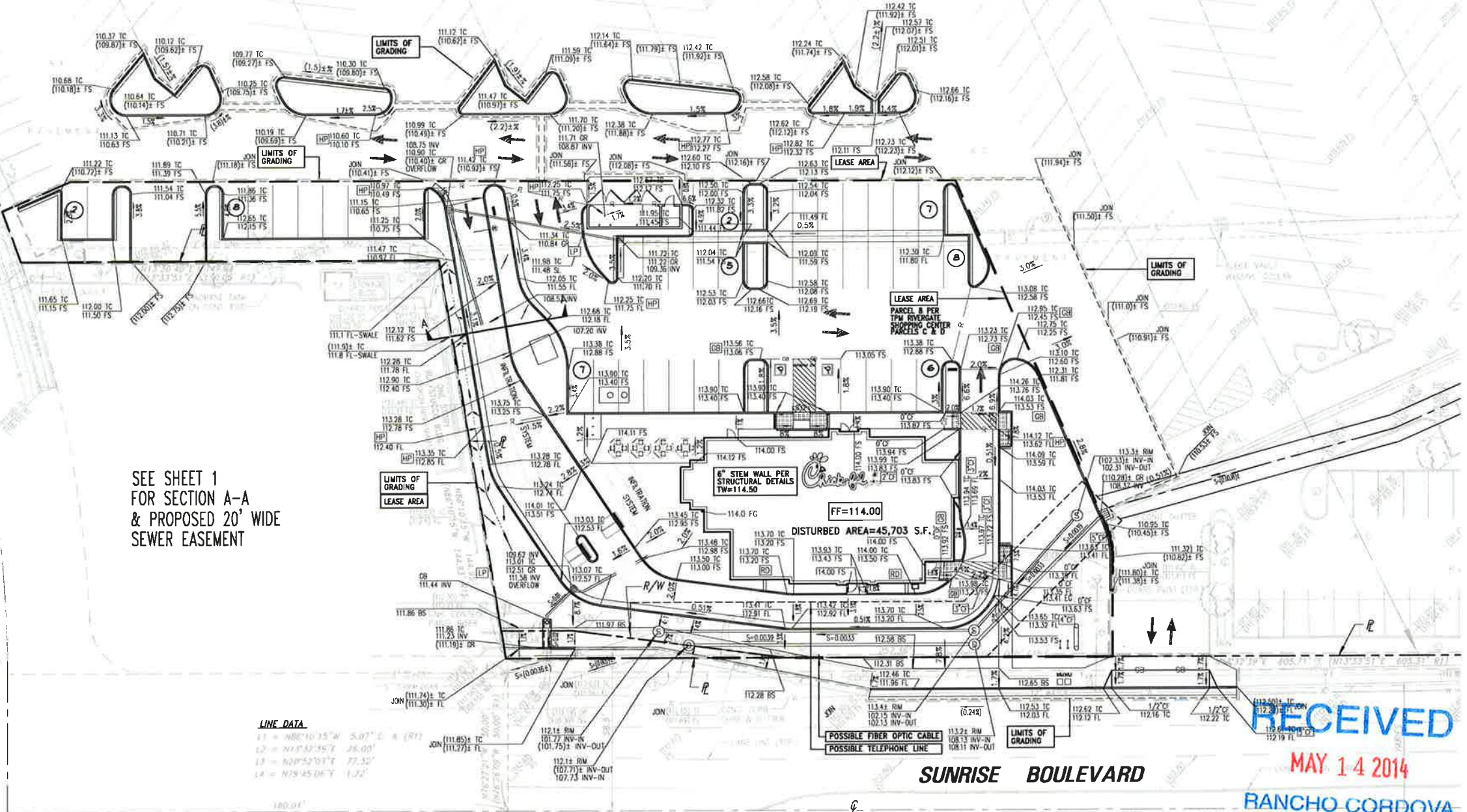
Checked By: SMH

Sheet

2 of 5



ZINFANDEL DRIVE



SEE SHEET 1
FOR SECTION A-A
& PROPOSED 20' WIDE
SEWER EASEMENT

NOTICE TO CONTRACTOR
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TOLL FREE 1-800-422-4133
Two working days before you dig.

THIS PLAN IS:
PRELIMINARY
(NOT FOR CONSTRUCTION)

LINE DATA

- 1 = 408°10'15"W 5.07' E & (RT)
- 2 = N15°32'35"E 26.00'
- 3 = N20°52'03"E 77.32'
- 4 = N79°45'06"E 1.22'

6" STEM WALL PER
STRUCTURAL DETAILS
TW=114.50

DISTURBED AREA=45,703 S.F.

FF=114.00

SUNRISE BOULEVARD

RECEIVED

MAY 14 2014

RANCHO CORDOVA
PLANNING



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:		
Mark	Date	By
△		



**JOSEPH C. TRIDKAV
& ASSOCIATES, INC.**
Civil Engineers and
Land Surveyors
365 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 935-0265
(714) 935-0106 (TAX)

STORE
RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE
CONCEPTUAL
CONSTRUCTION
NOTES

VERSION: S12

ISSUE DATE: 10-2011

Job No. : 05A13068

Store : #3446

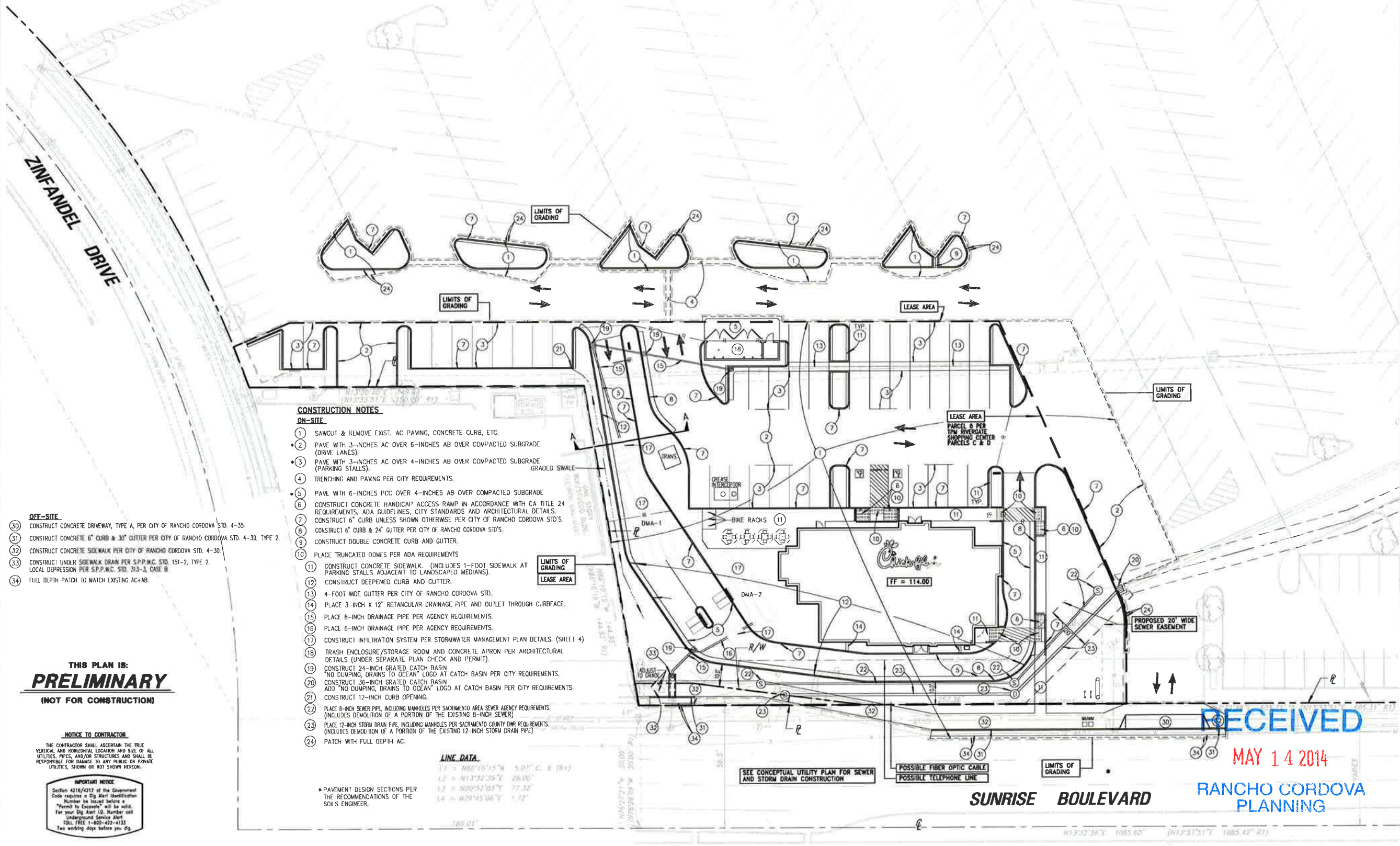
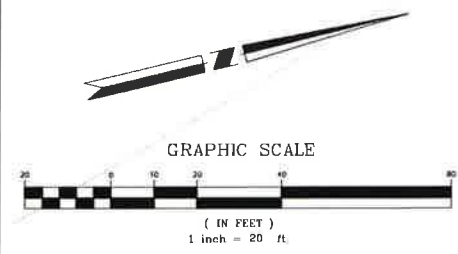
Date : 5-13-14

Drawn By : JPH

Checked By: SMH

Sheet

3 of 5



CONSTRUCTION NOTES

- ON-SITE**
- 1 SAWCUT & REMOVE EXIST. AC PAVING, CONCRETE CURB, ETC.
 - 2 PAVE WITH 3-INCHES AC OVER 6-INCHES AB OVER COMPACTED SUBGRADE (DRIVE LANES)
 - 3 PAVE WITH 3-INCHES AC OVER 4-INCHES AB OVER COMPACTED SUBGRADE (PARKING STALLS)
 - 4 TRENCHING AND PAVING PER CITY REQUIREMENTS.
 - 5 PAVE WITH 6-INCHES PCC OVER 4-INCHES AB OVER COMPACTED SUBGRADE
 - 6 CONSTRUCT CONCRETE HANDICAP ACCESS RAMP IN ACCORDANCE WITH CA TITLE 24 REQUIREMENTS, ADA GUIDELINES, CITY STANDARDS AND ARCHITECTURAL DETAILS.
 - 7 CONSTRUCT 6" CURB UNLESS SHOWN OTHERWISE PER CITY OF RANCHO CORDOVA STD'S.
 - 8 CONSTRUCT 6" CURB & 24" GUTTER PER CITY OF RANCHO CORDOVA STD'S.
 - 9 CONSTRUCT DOUBLE CONCRETE CURB AND GUTTER.
 - 10 PLACE TRUNCATED DOWNS PER ADA REQUIREMENTS
 - 11 CONSTRUCT CONCRETE SIDEWALK. (INCLUDES 1-FOOT SIDEWALK AT PARKING STALLS ADJACENT TO LANDSCAPED MEDIANS).
 - 12 CONSTRUCT DEEPENED CURB AND GUTTER.
 - 13 4-FOOT WIDE GUTTER PER CITY OF RANCHO CORDOVA STD.
 - 14 PLACE 3-INCH X 12" RECTANGULAR DRAINAGE PIPE AND OUTLET THROUGH CURBSIDE.
 - 15 PLACE 8-INCH DRAINAGE PIPE PER AGENCY REQUIREMENTS.
 - 16 PLACE 6-INCH DRAINAGE PIPE PER AGENCY REQUIREMENTS.
 - 17 CONSTRUCT INFILTRATION SYSTEM PER STORMWATER MANAGEMENT PLAN DETAILS (SHEET 4)
 - 18 TRASH ENCLOSURE/STORAGE ROOM AND CONCRETE APRON PER ARCHITECTURAL DETAILS (UNDER SEPARATE PLAN CHECK AND PERMIT).
 - 19 CONSTRUCT 24-INCH GRATED CATCH BASIN "NO DUMPING, DRAINS TO OCEAN" LOGO AT CATCH BASIN PER CITY REQUIREMENTS.
 - 20 CONSTRUCT 36-INCH GRATED CATCH BASIN "NO DUMPING, DRAINS TO OCEAN" LOGO AT CATCH BASIN PER CITY REQUIREMENTS.
 - 21 CONSTRUCT 12-INCH CURB OPENING.
 - 22 PLACE 8-INCH SEWER PIPE, INCLUDING MANHOLES PER SACRAMENTO AREA SEWER AGENCY REQUIREMENTS (INCLUDES DEMOLITION OF A PORTION OF THE EXISTING 8-INCH SEWER)
 - 23 PLACE 12-INCH STORM DRAIN PIPE, INCLUDING MANHOLES PER SACRAMENTO COUNTY DWR REQUIREMENTS (INCLUDES DEMOLITION OF A PORTION OF THE EXISTING 12-INCH STORM DRAIN PIPE)
 - 24 PATCH WITH FULL DEPTH AC.
- OFF-SITE**
- 30 CONSTRUCT CONCRETE DRIVEWAY, TYPE A, PER CITY OF RANCHO CORDOVA STD. 4-35.
 - 31 CONSTRUCT CONCRETE 6" CURB & 30" GUTTER PER CITY OF RANCHO CORDOVA STD. 4-30, TYPE 2.
 - 32 CONSTRUCT CONCRETE SIDEWALK PER CITY OF RANCHO CORDOVA STD. 4-30.
 - 33 CONSTRUCT UNDER SIDEWALK DRAIN PER S.P.P.W.C. STD. 151-2, TYPE 2.
 - 34 LOCAL DEPRESSION PER S.P.P.W.C. STD. 313-3, CASE B.
 - 35 FULL DEPTH PATCH TO MATCH EXISTING AC+AB.

LINE DATA
L1 = N88°10'15"W 50.27' C & (R1)
L2 = N13°52'39"E 26.00'
L3 = N20°52'05"E 77.32'
L4 = N79°45'06"E 1.72'

• PAVEMENT DESIGN SECTIONS PER THE RECOMMENDATIONS OF THE SOILS ENGINEER.

**THIS PLAN IS:
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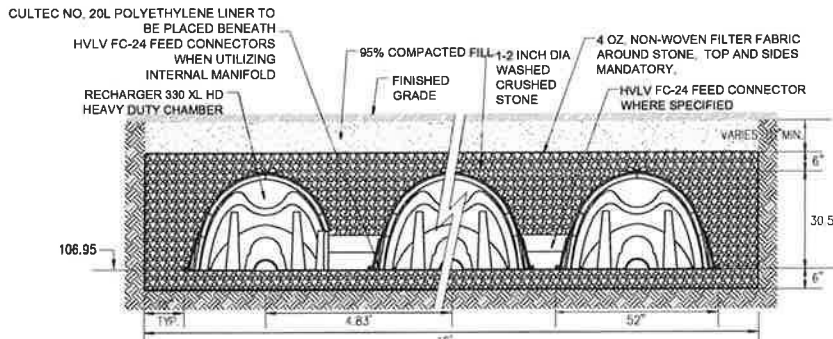
MAY 14 2014

**RANCHO CORDOVA
PLANNING**

SUNRISE BOULEVARD

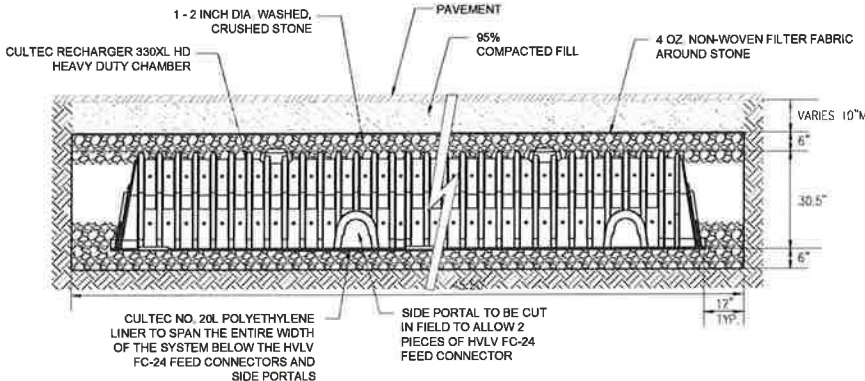
CULTEC RECHARGERS SYSTEM "DMA-1"

$V_{10} = 1,616 \text{ cf}$

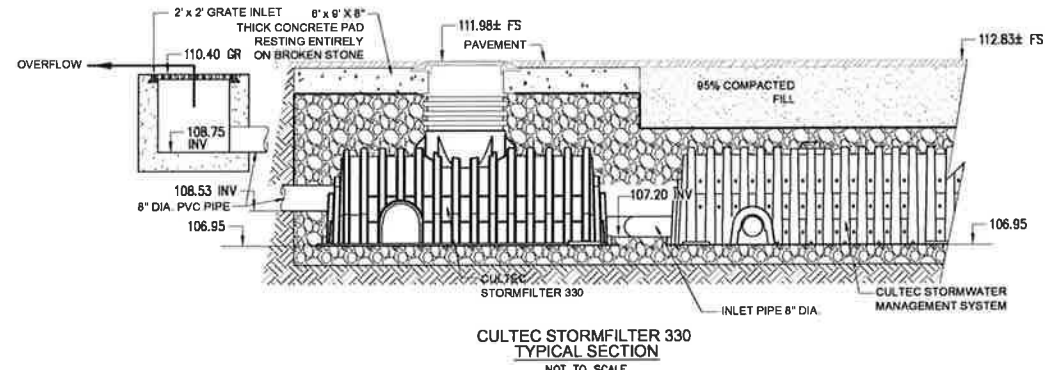


GENERAL NOTES
RECHARGER 330XL HD BY CULTEC, INC. OF BROOKFIELD, CT. STORAGE PROVIDED = 11.32 CF/FT PER DESIGN UNIT. REFER TO CULTEC, INC.'S CURRENT RECOMMENDED INSTALLATION GUIDELINES.
USE RECHARGER 330XL HD HEAVY DUTY FOR TRAFFIC AND/OR H-25 APPLICATIONS.

ALL RECHARGER 330XL HD HEAVY DUTY UNITS ARE MARKED WITH A COLOR STRIPE FORMED INTO THE PART ALONG THE LENGTH OF THE CHAMBER.
ALL RECHARGER 330XL HD CHAMBERS MUST BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

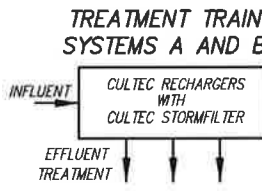


CULTEC RECHARGERS
TYPICAL SECTION
NOT TO SCALE



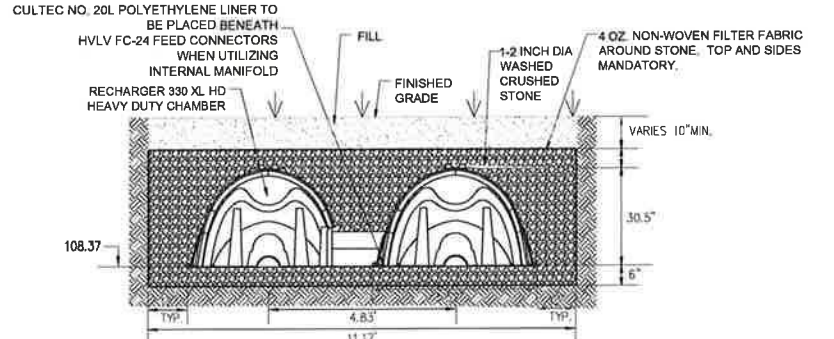
CULTEC STORMFILTER 330
TYPICAL SECTION
NOT TO SCALE

THIS PLAN IS:
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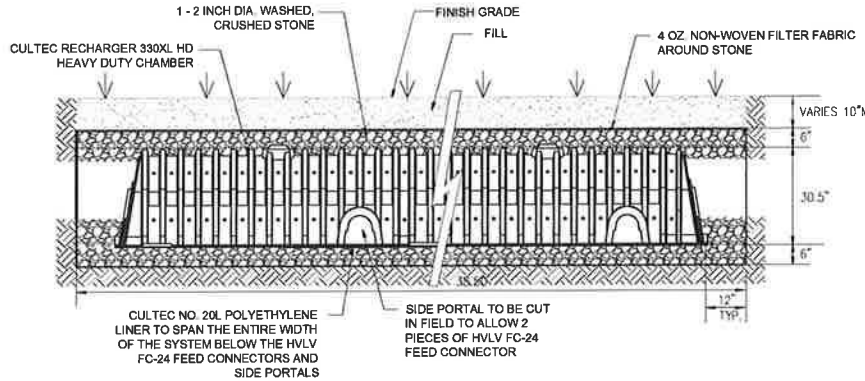
CULTEC RECHARGERS SYSTEM "DMA-2"

$V_{10} = 936 \text{ cf}$

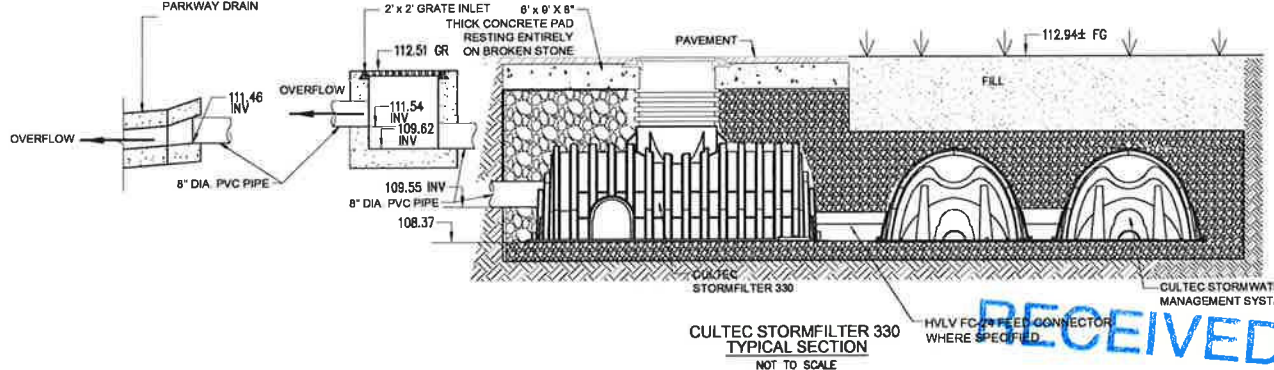


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CULTEC RECHARGERS
TYPICAL SECTION
NOT TO SCALE



CULTEC STORMFILTER 330
TYPICAL SECTION
NOT TO SCALE

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MAY 14 2014
RANCHO CORDOVA



Chick-fil-A

5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Revisions:

Mark Date By



Mark Date By



Mark Date By



Seal



Prepared by:



**JOSEPH C. TRUXAW
& ASSOCIATES, INC.**

Civil Engineers and
Land Surveyors

265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 835-0265
(714) 835-0106 (FAX)

STORE
RIVERGATE CORDOVA

NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE
CULTEC
RECHARGER
SYSTEM DETAILS

VERSION: S12
ISSUE DATE: 10-2011

Job No. : 07A13068

Store : #3446

Date : 5-13-14

Drawn By : JPH

Checked By : SMH

Sheet

4 of 5



Chick-fil-A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

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Prepared by:



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& ASSOCIATES, INC.

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STORE
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NWC SUNRISE &
ZINFANDEL
RANCHO CORDOVA, CA

SHEET TITLE
CONCEPTUAL
UTILITY
PLAN

VERSION: S12

ISSUE DATE: 10-2011

Job No. : CFA13068

Store : #3446

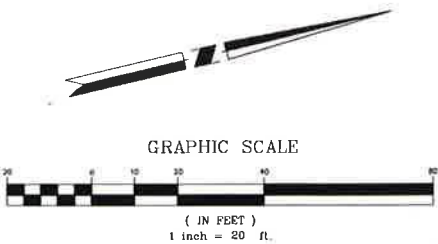
Date : 5-13-14

Drawn By : JPH

Checked By: SMH

Sheet

5 of 5



* SLOPE PER CITRIS
ASSESSMENT DISTRICT
MAP842-C-B 4

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L3 = N70°52'03" E 77.32'
L4 = N79°45'06" E 1.72'

RECEIVED
MAY 14 2014
RANCHO CORDOVA
PLANNING

SUNRISE BOULEVARD

EASEMENT NOTES

- REFER TO TITLE REPORT FOR ADDITIONAL INFORMATION AND DETAILS:
- ITEM THAT DEALS WITH TAXES.
 - ANY UNPAID AMOUNTS FOR DELINQUENT UTILITIES OWED TO, OR RESULTANT LIENS IN FAVOR OF THE CITY OF ELK GROVE, CITY OF FOLSOM, CITY OF GALT, CITY OF SACRAMENTO, OR COUNTY OF SACRAMENTO AMOUNTS MAY BE ASCERTAINED BY CONTACTING THE CITY OF ELK GROVE AT (916) 478-3642, THE CITY OF FOLSOM AT (916) 355-7200, THE CITY OF GALT AT (209) 745-2961, THE CITY OF SACRAMENTO AT (916) 264-5454 OR THE COUNTY OF SACRAMENTO AT (916) 875-5555.
 - THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
 - RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ZINFANDEL DRIVE AND SUNRISE BOULEVARD.
 - AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED JUNE 02, 1976 IN BOOK 7606-02, PAGE 744 OF OFFICIAL RECORDS.

IN FAVOR OF: THE COUNTY OF SACRAMENTO
AFFECTS: AS DESCRIBED THEREIN

NOTE: EASEMENT FALLS WITHIN SUNRISE BOULEVARD AND COLOMA ROAD.
 - AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 18, 1976 IN BOOK 7611-18, PAGE 887 OF OFFICIAL RECORDS.

IN FAVOR OF: SOUTHERN CALIFORNIA WATER COMPANY
AFFECTS: AS DESCRIBED THEREIN

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

NOTE: SAID EASEMENT PLOTTED HEREON IS SHOWN IN THE APPROXIMATE LOCATION PER EXISTING FIRE HYDRANT LOCATIONS AND AN UNSIGNED ALTA SURVEY BY OTHERS, ALTERNATE POSITIONS MAYBE POSSIBLE.
 - AN EASEMENT FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 25, 1977 IN BOOK 7702-25, PAGE 944 OF OFFICIAL RECORDS.

IN FAVOR OF: SACRAMENTO MUNICIPAL UTILITY DISTRICT
AFFECTS: AS DESCRIBED THEREIN

NOTE: SAID EASEMENT AFFECTS THE WESTERLY PORTION OF THE PROPOSED CHICK-FIL-A DEVELOPMENT.
 - THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY" RECORDED SEPTEMBER 25, 1980 IN BOOK 8009-25, PAGE 1229 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AMONG OTHER ITEMS INCLUDES RECIPROCAL NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING, UTILITIES AND OTHER INCIDENTAL ITEMS. SAID EASEMENT IS BLANKET IN NATURE AND NOT PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.
 - AN EASEMENT FOR PUBLIC HIGHWAY OR ROAD AND INCIDENTAL PURPOSES, RECORDED DECEMBER 19, 1991 IN BOOK 9112-19, PAGE 934 OF OFFICIAL RECORDS.

IN FAVOR OF: COUNTY OF SACRAMENTO
AFFECTS: AS DESCRIBED THEREIN

NOTE: SAID EASEMENT IS LOCATED AT THE SOUTHEAST CORNER OF THE LEASE AREA DEVELOPMENT.
 - A DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN ORIGINAL INDEBTEDNESS OF \$22,060,000.00 RECORDED APRIL 08, 2014 IN BOOK 20140408, PAGE 0449 OF OFFICIAL RECORDS.

DATED: MARCH 28, 2014
TRUSTOR: CONRAD RIVERGATE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
BENEFICIARY: CTBC BANK CORP (USA), A CALIFORNIA BANKING CORPORATION, AS AGENT FOR THE DEFINED LENDERS

A ABSOLUTE ASSIGNMENT OF LEASES, LEASE GUARANTIES, RENTS, ISSUES AND PROFITS, BY AND BETWEEN CONRAD RIVERGATE, LLC, A CALIFORNIA LIMITED COMPANY AND CTBC BANK CORP (USA), A CALIFORNIA BANKING CORPORATION, AS AGENT FOR THE DEFINED LENDERS, RECORDED APRIL 8, 2014 IN BOOK 20140408, PAGE 0450 OF OFFICIAL RECORDS.

AFFECTS: AS DESCRIBED THEREIN
 - AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, RECORDED MARCH 17, 2014 AS BOOK 20140317, PAGE 522 OF OFFICIAL RECORDS.

IN FAVOR OF: SACRAMENTO AREA SEWER DISTRICT
AFFECTS: AS DESCRIBED THEREIN
 - SAID LEGAL DESCRIPTION IS AMBIGUOUS AS TO THE REFERENCE TO PARCEL B (R1) "FEE" OR "NET" PARCEL LINES, ALTERNATE LOCATIONS MAY BE POSSIBLE.

- ITEMS NOT LISTED IN SUBJECT TITLE REPORT BUT PLOTTED HEREON.
- RIGHT OF WAY PER DEED RECORDED IN BOOK 901115, PAGE 1111 O.R.
 - WATER EASEMENT RECORDED IN BOOK 770424, PAGE 925 O.R.

NOTE: SAID EASEMENT PLOTTED HEREON IS SHOWN IN THE APPROXIMATE LOCATION PER EXISTING FIRE HYDRANT LOCATIONS AND AN UNSIGNED ALTA SURVEY BY OTHERS, ALTERNATE POSITIONS MAYBE POSSIBLE.

TITLE REPORT

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT PREPARED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
4380 LA JOLLA VILLAGE DRIVE, SUITE 110
SAN DIEGO, CA 92122
(858) 410-2155

POLICY/TITLE NUMBER: NCS-634451-SD
COMMITMENT DATE: APRIL 8, 2014
UPDATED AND AMENDED: APRIL 14, 2014
TITLE OFFICER: FRANK SKIP SANTY / TRIXY BROWN

LEASE AREA LEGAL DESCRIPTION (PER TITLE REPORT)

THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "B" OF PARCEL MAP, IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA FILED IN BOOK 26, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SUNRISE BOULEVARD AND ZINFANDEL DRIVE AS SHOWN ON SAID PARCEL MAP; THENCE, ALONG SAID CENTERLINE OF SUNRISE BOULEVARD NORTH 13°32'29" EAST 180.01 FEET; THENCE, NORTH 76°27'21" WEST 50.00 FEET; THENCE, NORTH 86°10'15" WEST 5.07 FEET TO THE ANGLE POINT IN THE FEE TITLE LINE OF PARCEL "B" AS SHOWN ON SAID PARCEL MAP AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL "B" NORTH 86°10'15" WEST 144.95 FEET TO THE EASTERLY LINE OF SAID PARCEL "B"; THENCE, ALONG SAID EASTERLY LINE SOUTH 13°30'40" WEST 133.37 FEET; THENCE, NORTH 76°29'20" WEST 27.82 FEET; THENCE, NORTH 13°32'39" EAST 319.27 FEET; THENCE, SOUTH 79°50'02" WEST 140.60 FEET; THENCE, SOUTH 76°22'14" EAST 41.88 FEET TO THE WESTERLY LINE OF RIGHT-OF-WAY DEED TO COUNTY OF SACRAMENTO RECORDED JUNE 23, 1976 IN BOOK 760202, OFFICIAL RECORDS; THENCE, ALONG SAID WESTERLY LINE SOUTH 13°32'39" WEST 217.90 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE MUTUAL NON-EXCLUSIVE RIGHTS OVER COMMON AREA AS SET FORTH IN SECTION 6 OF THE SHORT FORM LEASE RECORDED _____, 2014, IN BOOK _____, PAGE _____ OF OFFICIAL RECORDS, WHICH INCLUDE, BUT ARE NOT LIMITED TO VEHICULAR AND PEDESTRIAN ACCESS AND PARKING, UTILITY FACILITIES AND A TEMPORARY CONSTRUCTION LICENSE AS SET FORTH THEREIN.

APN: PORTION 058-0261-027-0000

FLOOD ZONE

COMMUNITY NUMBER: 060772 0207H, EFFECTIVE DATE: AUGUST 16, 2012
ZONE X (UNSHADED)
PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
INFORMATION OBTAINED FROM CERTIFIED FLOOD SYSTEMS, INC. ON 11/7/2013

BENCHMARK

SACRAMENTO COUNTY BENCHMARK NO. 19-46
ELEVATION = 107.46 FEET (NGVD29)

7/8" METAL DISC & RAMSET STAMPED "CO. B.M. 19-46" SET IN TOP OF VERTICAL CURB ABOVE D.J. @ THE EAST END OF CURB RETURN @ THE SOUTHEAST CORNER OF SUNRISE BLVD. & GOLD EXPRESS DR.

BASIS OF BEARINGS

THE BEARING OF NORTH 45° 26' 08" WEST ALONG THE WESTERLY PROPERTY LINE OF PARCEL "B" AS SHOWN ON A PARCEL MAP AS FILED IN BOOK 26, PAGE 29 OF PARCEL MAPS, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

RECORD DATA

(DE) = DEED DATA AS LISTED IN GRANT DEED RECORDED IN BOOK 20111118, PAGE 30 ON NOVEMBER 18, 2011.

(R1) = RECORD DATA PER PARCEL MAP FILED IN BOOK 26, PAGE 29

SITE AREA

SUBJECT SITE CONTAINS APPROXIMATELY:
39,678 SQUARE FEET OR 0.911 ACRE.

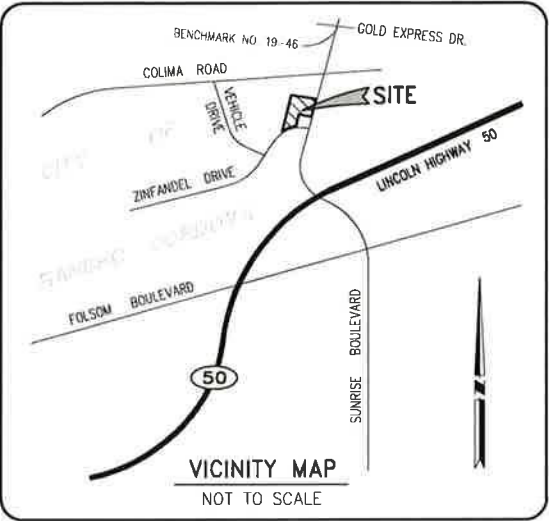
UTILITY PROVIDERS

SEWER: SACRAMENTO AREA SEWER DISTRICT 916-876-6140
STORM DRAIN: SACRAMENTO COUNTY DWR 916-874-6851
WATER: GOLDEN STATE WATER DISTRICT 805-349-7407
GAS: PACIFIC GAS AND ELECTRIC CO. 916-386-5429
ELECTRIC: (SMUD) SACRAMENTO MUNICIPAL UTILITY DISTRICT 916-732-6573
PHONE: AT&T 408-635-8767
+ CABLE

+ AGENCY RECORD INFORMATION NOT AVAILABLE AT THE TIME OF THIS SURVEY.

UTILITY NOTES

- RECORD DRAWINGS DO NOT INDICATE NATURAL GAS LINES NEAR THE PROPOSED CHICK-FIL-A DEVELOPMENT. CURRENT GAS COMPANY BASE MAP SHOWS GAS SERVICE IN COLOMA ROAD AND ZINFANDEL DRIVE.
- TELEPHONE, FIBER OPTIC AND STORM DRAIN UTILITIES EXIST THROUGH THE SITE WITHOUT THE APPARENT PRESENCE OF EASEMENTS.



SURVEYOR'S NOTES

- IT IS NOT WITHIN THE PURVIEW OF THIS SURVEYOR TO MAKE DETERMINATIONS OF OWNERSHIP. AS TO "ENCROACHMENTS" SPECIFICALLY, NO INFERENCE TO SUCH DETERMINATION IS INTENDED OR IMPLIED.
- LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES / STRUCTURES. THE LOCATIONS OF UNDERGROUND FEATURES SHOWN HEREON ARE PLOTTED FROM AVAILABLE RECORD INFORMATION AND VISIBLE SURFACE INDICATIONS. BEFORE ANY EXCAVATIONS ARE PERFORMED, UTILITY SURVEYORS SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.
- THE "SUBJECT SITE" IS A PART OF A RETAIL SHOPPING CENTER AND IS SUBJECT TO VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS. IT MAY BE SUBJECT TO CROSS LOT DRAINAGE AND OTHER CONDITIONS NORMAL TO "COMMON AREA" COVENANTS.
- VEHICULAR ACCESS TO THE "SUBJECT SITE" IS CURRENTLY FROM DRIVE ENTRANCES ALONG SUNRISE BOULEVARD, ZINFANDEL DRIVE AND ACROSS ADJACENT PARCELS.

SURVEY CERTIFICATION

TO: CHICK-FIL-A, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 3, 4, 5, 8, 9 & 11(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 30, 2013.

THIS CERTIFICATION IS SUBMITTED PURSUANT TO SECTION 8770.6 OF THE PROFESSIONAL LAND SURVEYORS ACT, BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA.

STEPHEN M. HAGER DATE
REGISTERED LAND SURVEYOR NO. 6161



EXHIBIT A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date	By
1	4/23/14	SDS

UPDATE PER REVISED

TITLE REPORT.

Mark	Date	By
1		

Mark	Date	By
1		

Seal

Prepared by:

JOSEPH C. TRUXAW
& ASSOCIATES, INC.
Civil Engineers and
Land Surveyors
265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 935-0265
(714) 935-0106 (FAX)

STORE
RIVERGATE CORDOVA,
SUNRISE BLVD.
N/O ZINFANDEL DR.
RANCHO CORDOVA,
CALIFORNIA

SHEET TITLE
ALTA/ACSM LAND
TITLE SURVEY

VERSION:
ISSUE DATE:

Job No. : CFA13068
Store : #3446
Date : 1/28/14
Drawn By : SDS
Checked By: SMH

Sheet

1 of 3

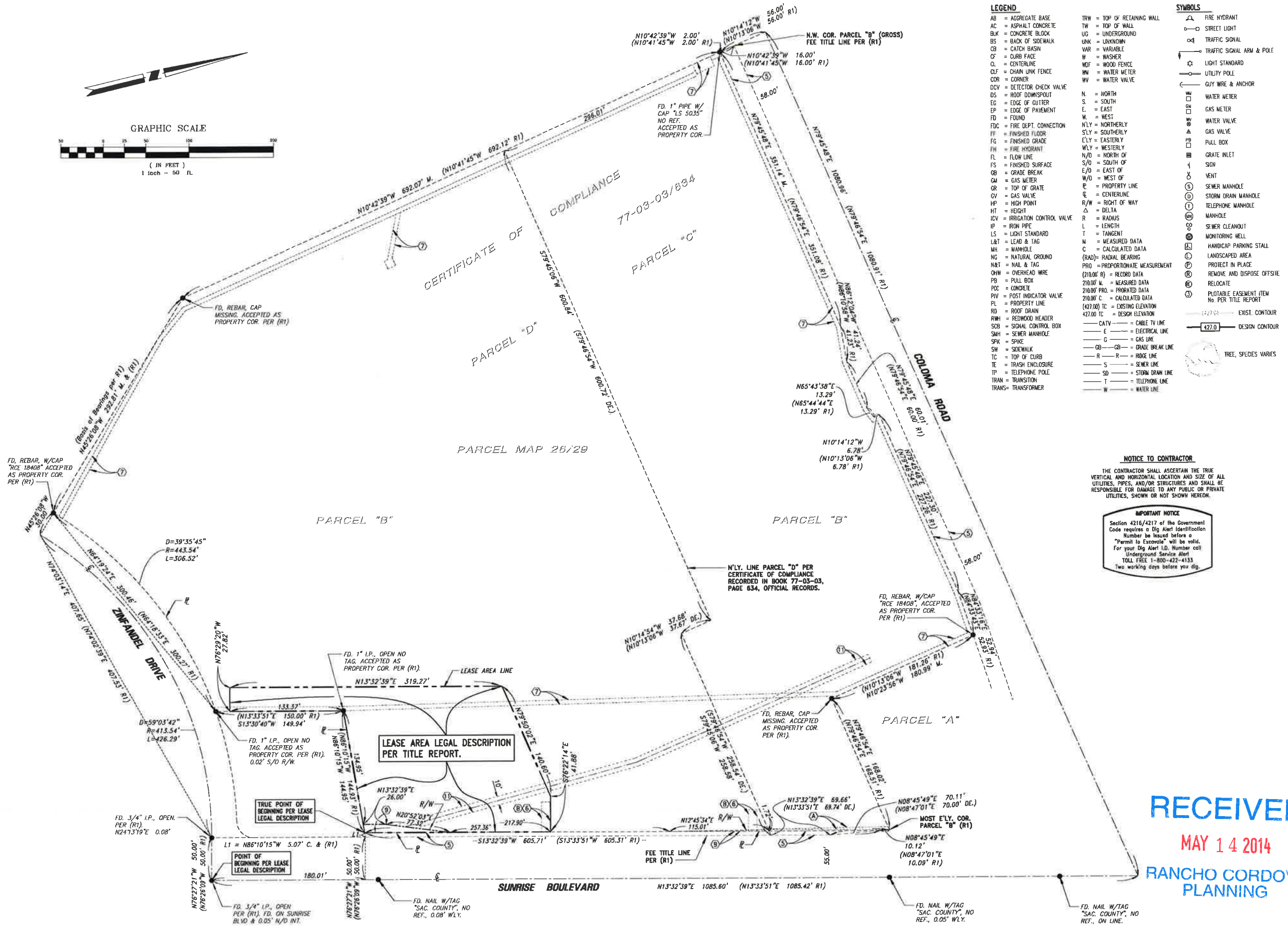


EXHIBIT A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:
Mark Date By
4/23/14 SDS

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Mark Date By
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STORE
RIVERGATE CORDOVA,
SUNRISE BLVD.,
N/O ZINFANDEL DR.,
RANCHO CORDOVA,
CALIFORNIA

SHEET TITLE
ALTA/ACSM LAND
TITLE SURVEY

VERSION:
ISSUE DATE:

Job No. : CFA13068
Store : #3446
Date : 1/28/14
Drawn By : SDS
Checked By : SMH
Sheet

2 of 3

RECEIVED
MAY 14 2014
RANCHO CORDOVA
PLANNING

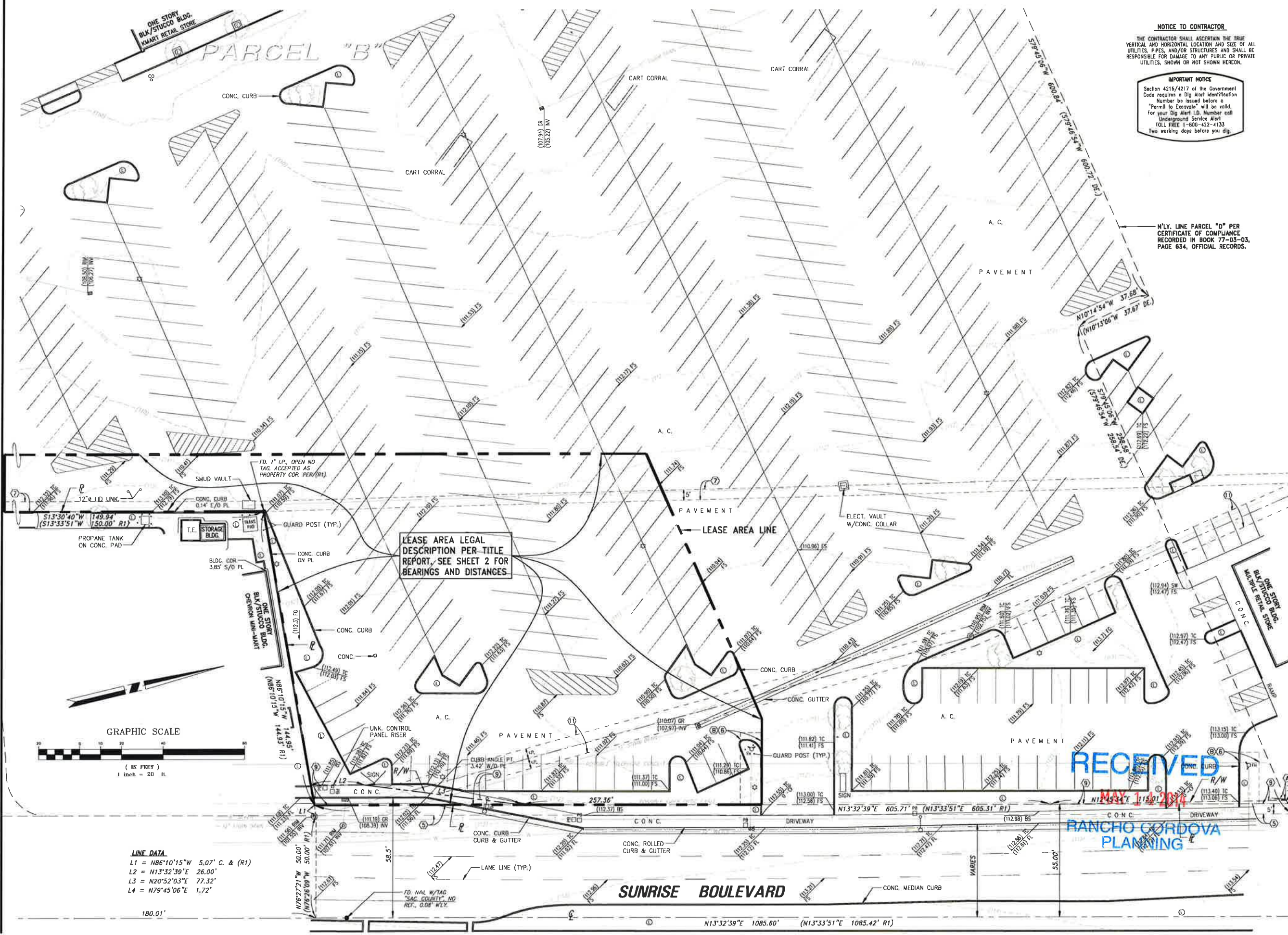


EXHIBIT A

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 835-0265
(714) 835-0106 (FAX)

Revisions:

Mark	Date	By
1	4/23/14	SDS

UPDATE PER REVISION
TITLE REPORT.

Mark	Date	By
1		

Mark Date By
1

Seal

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
265 S. ANITA DRIVE, SUITE 111
ORANGE, CA 92668
(714) 835-0265
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STORE
RIVERGATE CORDOVA,
SUNRISE BLVD.
N/O ZINFANDEL DR.
RANCHO CORDOVA,
CALIFORNIA

SHEET TITLE
ALTA/ACSM LAND
TITLE SURVEY

VERSION:
ISSUE DATE:

Job No. : CFA1306B
Store : #3446
Date : 1/28/14
Drawn By : SDS
Checked By : SMH
Sheet
3 of 3

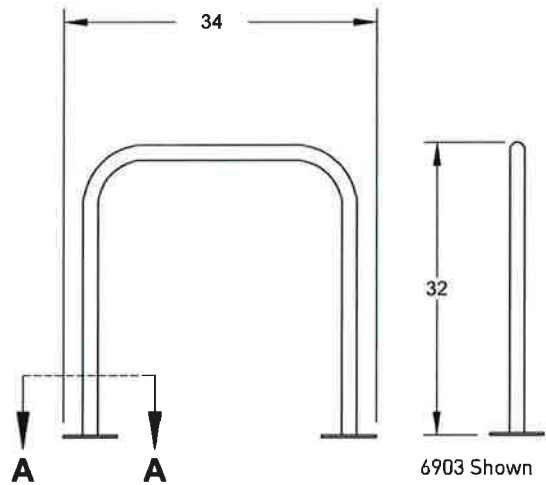


BIKE DOCK

The bike dock is a simple and intuitive design that provides space efficient, high security bike parking. The bike dock accomodates two bikes, supporting them at two points and allowing for u-lock compatibility of both the wheel and bike frame.



6903



Specifications - 1.66" electrowelded steel tubing, 12 gauge							
Model #	# Bikes	Type of mount	weight	length	width	height	Space Requirement
6902	2	below grade	17 lbs.	30"	2"	32"	68" x 110"
6903	2	flange mount	19 lbs.	34"	6"	32"	68" x 110"
Specifications - 2 3/8" schedule 40 steel pipe, 9 gauge							
Model #	# Bikes	Type of mount	weight	length	width	height	Space Requirement
2112	2	below grade	31 lbs.	30"	2.4"	32"	68" x 110"
2113	2	flange mount	30 lbs.	34"	6"	32"	68" x 110"
Specifications - 2" X 2" X 3/16" square tubing, 7 gauge							
Model #	# Bikes	Type of mount	weight	length	width	height	Space Requirement
2212	2	below grade	38 lbs.	30"	2.4"	32"	68" x 110"
2213	2	flange mount	34 lbs.	34"	6"	32"	68" x 110"

Note: Saris Parking Systems representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Major Design Review Permit and Conditional Use Permit to construct a new 4,526 square foot drive-through Chick-Fil-A restaurant at the northwest corner of Zinfandel Drive and Sunrise Boulevard (APN 058-0261-027-0000), as described in the City Council staff report dated May 19, 2014 and approved plans (Exhibit A) date stamped May 14, 2014 with the conditions herein, for project number DD8454.	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.	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.	On-Going	Planning/ Building /Public Works	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
5.	Signs are not approved with this permit. Signs must be reviewed under separate permit (unified sign program and building permit) in accordance with zoning code 23.743.	On-Going	Planning/ Building	
Prior to Approval of Improvement Plans/Issuance of Building Permit				
6.	The conditions of approval shall be included on the final construction plans with reference to how they have and/or will be achieved prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building /Public Works	
7.	The final landscape plan must be submitted and review in accordance with zoning code 23.716. The final landscape and irrigation plans shall be prepared by a registered licensed landscape architect and review by the Planning director prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
8.	All pedestrian pathways/walkways must have clear visibility, be delineated by textured and colored paving, and shall be clearly signed to alert vehicles in the drive-through aisles. The final design of these paths shall be review by the planning director prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning	
9.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
10.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any 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 fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
11.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
13.	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 • Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, driveways, curb and gutter per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. • Modify the westbound lane drop on Zinfandel Drive to extend two full lanes to the west side of the driveway entrance to the shopping center: ■ The merge shall begin west of the first driveway accessing the center. ■ Widen Zinfandel Drive to maintain a minimum lane width of 11 feet. ■ The extent of the westbound bicycle lane shall not be reduced. Widen Zinfandel Drive as necessary to maintain the bicycle lane and travel lanes. ■ Relocate utilities as necessary. ■ Sidewalk width shall not be reduced. Widen to the north. • Modify the Trinity River driveway including, but not limited to: ■ Provide a standard radius at corners to facilitate ingress and egress. This will require removal and replacement of concrete and utilities. ■ Eliminate conflicts between drive aisles and parking spaces in the aisle south of the intersection. ■ Utility relocations as necessary to accommodate the improvements.	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	- 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.			
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.	Prior to approval of improvement plans	Public Works	
15.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
16.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking 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.	Prior to approval of improvement plans	Public Works	
17.	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. 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 will 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 owner.	Prior to approval of improvement plans	GSWC	
18.	The property is currently connected to public sewer. Sewer service shall continue to be provided by Sacramento Area Sewer District (SASD) infrastructure to the existing sewer service lateral.	Prior to Issuance of Building Permit	SASD	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
19.	A new connection and relocation of existing sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction. SASD Design Standards apply to any sewer construction and/or modification.	Prior to Issuance of Building Permit	SASD	
20.	If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Issuance of Building Permit	SASD	
21.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to Issuance of Building Permit	SASD	
22.	Any use of SASD sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of SASD's sanitary sewer(s), shall not be allowed. Each proposed use shall be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping.	Prior to Issuance of Building Permit	SASD	
23.	Additional sewer impact fee will be required and must be paid before building permit issuance. Contact PSU at 916-876-6100 for further information on sewer impact fee.	Prior to Issuance of Building Permit	SASD	
Prior to Final Building Inspection / Issuance of Certificate of Occupancy				
24.	As-Built reproducible grading and improvement plans, 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.	Prior to final building inspection	Public Works	
25.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
26.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	

Jessica Jordan

From: Betty Storey <gsmolbetz@sbcglobal.net>
Sent: Tuesday, May 13, 2014 2:42 PM
To: Jessica Jordan
Subject: Chick-fil-A - public hearing 5/19/14 at 5:30pm.

Dear Ms. Jordan.

Thank you for your interest in this matter. I hope the city will consider the safety of the MCC senior residents when they discuss the addition of yet another restaurant in the congested area of the Zinfandel/Sunrise intersection. The number of vehicular accidents in the area should indicate that we certainly don't need more traffic. I look forward to receiving the accident report for the area.

One other issue concerning the impact more traffic would cause residents of MCC. The emergency vehicles rushing to MCC because of a fire or medical issues, must enter into the park through the Zinfandel/Sunrise intersection. At maximum drive times, it is difficult for them now to get through the intersection and with more buildup, it will only add to their difficulty.

Regards, Betty Storey,
 (Resident, Mobil Country Club, (MCC) (mobile home park)

From: Jessica Jordan <jjordan@cityofranhocordova.org>
To: 'Betty Storey' <gsmolbetz@sbcglobal.net>
Sent: Monday, May 12, 2014 10:42 AM
Subject: RE: Chick-fil-A petition for a restaurant in Rancho Cordova

Betty – Thank you for your email. This will be provided to the City Council as they consider the Chick-fil-A request. I am also working on the accident report you requested in item 7 below. Please let me know if there is anything else I can do for you in the meantime.

Sincerely,
 Jessica

Jessica Jordan
 Senior Planner
 City of Rancho Cordova
 2729 Prospect Park Dr.
 Rancho Cordova, CA 95670
 (916) 851-8756
jjordan@cityofranhocordova.org



From: Betty Storey [mailto:gsmolbetz@sbcglobal.net]
Sent: Friday, May 09, 2014 1:55 PM
To: Matt Diaz

Cc: Jessica Jordan; Linda Budge; Robert McGarvey; David Sander; Dan Skoglund; Donald Terry
Subject: Chick-fil-A petition for a restaurant in Rancho Cordova

I would like to voice my strong opposition to the construction of a Chick-fil-A restaurant at the corner of Zinfandel Dr. and Sunrise Blvd. (2352 Sunrise Blvd) for the following reasons:

1. At present, the following businesses are at that corner: In and Out burgers, Denny's, MacDonalds, 2 gas stations with convenience stores and one with a car wash, a new Smart & Final in place of the old K-Mart, a new coffee kiosk in the adjacent parking lot, plus a Starbucks, fitness center and car repair shop which enter their businesses near the corner of Zinfandel Dr.
2. In addition, approximately 700 senior citizen residents of the Mobil Country Club (MCC) (a mobile home park) enter/exit the Zinfandel Dr./Sunrise Blvd. intersection daily because it is the ONLY way in/out of the park. At present we have to "fight" the vehicular traffic from In and Out Burgers, the car wash, the convenience store, the gas station and commercial buildings just to pass through the MCC security gate on Club House Dr.. and into the Zinfandel/Sunrise intersection.
3. At present, it can take as long as 9 minutes for residents of MCC to pass through the intersection or to make turns at the stop light. At rush hour, drivers who are held up in traffic on Sunrise Blvd., illegally sit in the middle of the intersection because the traffic ahead of them has stopped. This makes it impossible for cars exiting MCC at Club House Dr.. to make a right or left turn into Sunrise Blvd. So we have to wait for another sequence of the lights in order to proceed.
4. The traffic on Sunrise Blvd. making left or right turns at the stop lights in the intersection slows up the normal flow of traffic. Chick-Fil-A would exacerbate the problem which is already unbearable during rush hours.
5. Chick-Fil-A intends to have outdoor seating at the restaurant. This has the potential of causing trash to blow around the area.
 In addition, the socializing in the outdoor seating area will add to the noise level and congestion at the corner of the intersection.
6. MCC senior residents in wheel chairs and scooters, as well as pedestrians, often cross the Zinfandel/Sunrise intersection on their way to shopping. The more traffic there is in the area, the more impact it has on local foot traffic as well as vehicular traffic. The way the lights are timed, it is sometimes difficult to completely traverse the road before the light changes.
7. My mobile home is less than a block from Sunrise Blvd. and I frequently hear the squealing of vehicle brakes and the impact of cars colliding. I would appreciate your sending me a police report for the past 2 years on the number of accidents at the Zinfandel/Sunrise intersection and from cars pulling into or out of the existing restaurant parking lots within a block of the intersection. From experience, I can tell you that traffic coming out of In and Out Burgers and the Shell gas station complex onto Club House Dr.. and merging with car and foot traffic from MCC is an extremely serious situation. MCC senior residents are frequently at risk. MCC has been in the area for about 40 years and it is unfortunate that the planning and zoning departments have allowed the area to become so terribly congested. It resembles a highway truck stop at times.
8. Numerous residents of MCC attended the public hearing for Shell when they proposed to open a convenience store in conjunction with the gas station and car wash. We complained then about the negative impact there would be on MCC foot and car traffic. The council voted for Shell's addition of the convenience store anyway and it has been a traffic headache ever since for MCC residents.

9. According to our park's Evacuation Plan, we should use the main gate exit to evacuate the park in an emergency. Good luck. We would be stuck here in most cases because of the heavy flow of traffic on Sunrise Blvd. At rush hour, emergency equipment might not even get through the intersection in order to enter the park.

10. Currently, the Zinfandel/Sunrise intersection accommodates traffic coming from the Mather area to the south, from Aero Jet, from the two Highway 50 exits, from Fair Oaks, from Gold River via Coloma Road, from Folsom Blvd. via Zinfandel Rd., from MCC and from the local businesses in the general area.

11. Residents have suggested that MCC open a rear entrance/exit onto an access road behind the park which connects with Coloma Road near the fire station. I believe it is called Citrus Lane. However, the road would need to be enlarged and repaired and we do not know who currently owns it or is responsible for it. That road, were it fixed and useable, would add significantly to the safety of the senior residents of the park.

For the above reasons, I respectfully request that you reject Chick-Fil-A's request to build a restaurant at the intersection of Zinfandel and Sunrise Blvd. There are other vacant areas to the south and north of the intersection which would not impact so many people.

Sincerely,
Betty Storey
424 Royal Crest Circle
Rancho Cordova, CA. 95670
916-852-1177

Jessica Jordan

From: Derrill Sturgeon <derrillsr@gmail.com>
Sent: Friday, May 09, 2014 2:45 PM
To: Matt Diaz
Cc: Jessica Jordan; Robert McGarvey; David Sander; Dan Skoglund; Donald Terry
Subject: Chick-Fil-A

I understand there is someone trying to stir up some of the old folk who live here in MCC against Chick-Fil-A being built across the street.

My wife and I strongly disagree with these malcontents who oppose every new thing that comes along.

We have watched businesses close down and even be torn down, such as behind McDonalds and we are pleased to see some new life coming into this area, it is so much better than seeing our community become blighted!

We hope that you will consider the benefit to the majority and not bend to the vocal negative few.

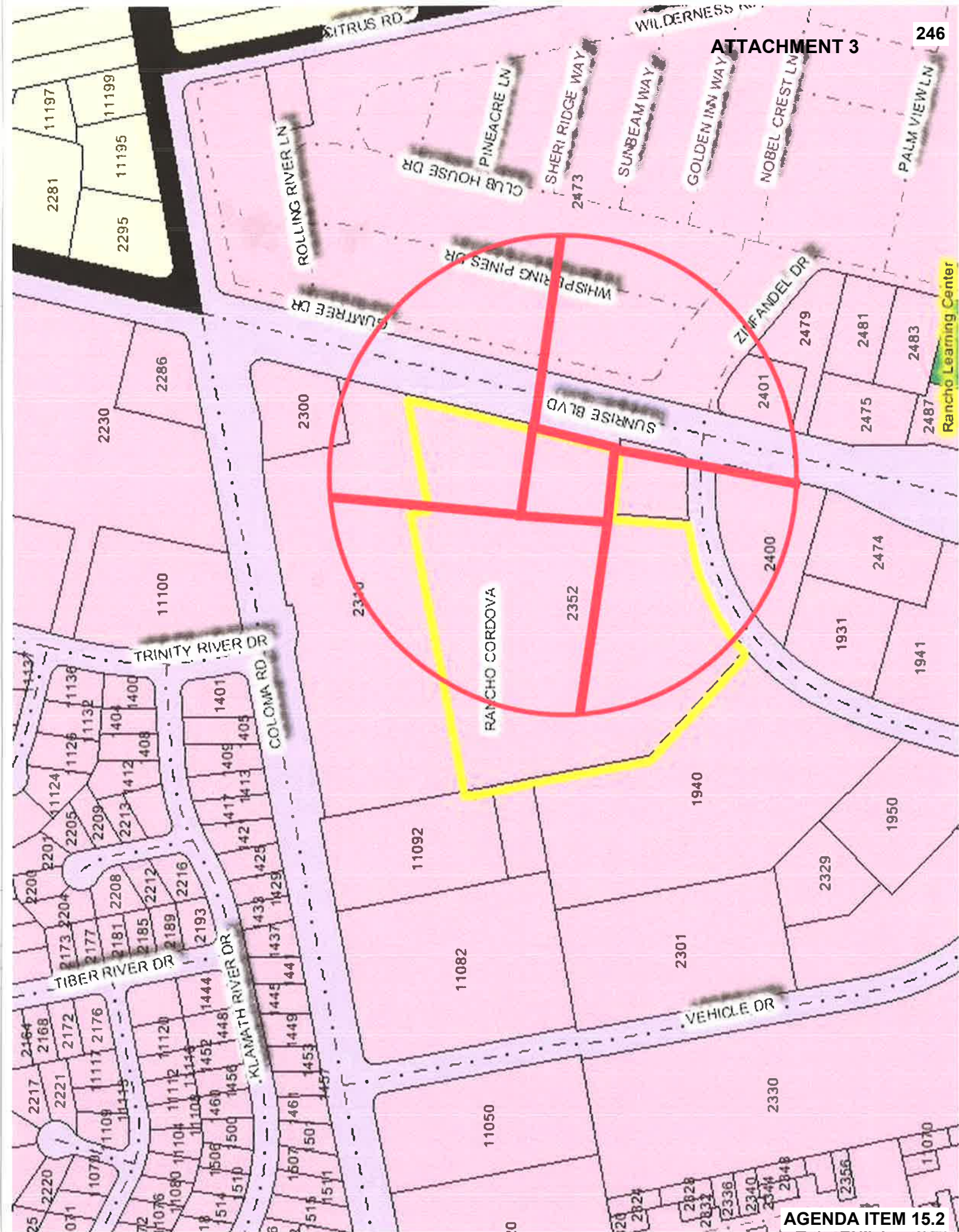
Derrill & Sharon Sturgeon
369 Ravine Circle
Rancho Cordova, CA 95670
(916) 638 7145

Jessica Jordan

To: Jessica Jordan
Subject: Chick-fil-A

Phone call from Jack Spesok (MCC) on 5/12

Does not support the proposed Chick-fil-A. Has traffic related concerns and believes the project is too close to housing and the freeway. Mr. Spesok had discussed the issue with Ms. Storey and agreed with the concerns laid out in her comment letter. He suggested giving more green time to the east/west Zinfandel signal to allow pedestrians adequate time to cross Sunrise Boulevard.



ATTACHMENT 3

John/Rose Carlotto Family
PO Box 4349
Anaheim, CA 92803

Chevron
2358 Sunrise Blvd
Rancho Cordova, CA

Pinebrook Village, LP
1931 Zifandel Drive
Rancho Cordova, CA 95670

In N Out Burger
2475 Sunrise Blvd
Rancho Cordova, CA 95670

Country Club Investors
9152 Greenback Lane
Orangevale, CA 95662

Dickey's Barbecue Pit
2320 Sunrise Blvd
Rancho Cordova, CA 95670

Smoke Shop
2340 Sunrise Blvd, #20
Rancho Cordova, CA 95670

Magnet Pizza
2340 Sunrise Blvd, #13
Rancho Cordova, CA 95670

Barber & More
11110 Coloma Rd, Ste 37
Rancho Cordova, CA 95670

Mobil Country Club
1 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
5 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
9 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
12 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
16 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
23 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
28 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
32 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
36 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
41 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
45 Sunbeam Way
Rancho Cordova, CA 95670

Carl's Jr.
2300 Sunrise Blvd
Rancho Cordova, CA 95670

Pinebrook Village, LP
8022 Folsom Auburn Rd
Folsom, CA 95630

711/Shell
2401 Sunrise Blvd
Rancho Cordova, CA 95670

In N Out Burgers
13502 Hamburger Ln
Baldwin Park, CA 91706

Conrad Rivergate, LLC
1300 National Drive
Sacramento, CA 95834

SunRiver Martial Arts Academy
2340 Sunrise Blvd, #24
Rancho Cordova, CA 95670

Eye Care
2340 Sunrise Blvd, #17
Rancho Cordova, CA 95670

Lamour Nails
11110 Coloma Rd, Ste 43
Rancho Cordova, CA 95670

California Check Cashing
2342 Sunrise Blvd, #30
Rancho Cordova, CA 95670

Mobil Country Club
2 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
6 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
10 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
13 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
18 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
24 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
29 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
33 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
37 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
42 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
46 Sunbeam Way
Rancho Cordova, CA 95670

Freedom Trust
PO Box 2332
Granite Bay, CA 95746

McDonald's
2400 Sunrise Blvd
Gold River, CA 95670

Rana Real Estate, LLC
2207 Hendrick Ct
Rocklin, CA 95765

TPC IV LLC
2481 Sunrise Blvd
Gold River, CA 95670

I Love Teriyaki
2310 Sunrise Blvd, #2
Rancho Cordova, CA 95670

Howard's Donuts
2340 Sunrise Blvd, #22
Rancho Cordova, CA 95670

MetroPCS
2340 Sunrise Blvd, #16
Rancho Cordova, CA 95670

Thai Smile
11110 Coloma Rd, Ste 40
Rancho Cordova, CA 95670

Mobil Country Club
3 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
7 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
11 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
14 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
20 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
26 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
30 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
34 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
39 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
43 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
47 Sunbeam Way
Rancho Cordova, CA 95670

PFARDRESHER Assoc, LLC
4472 Shearwater Ct
Pleasanton, CA 94566

Denny's
2474 Sunrise Blvd
Gold River, CA 95670

Bevier Family, LLC
2479 Sunrise Blvd
Rancho Cordova, CA 95670

Country Club Investors
2473 Sunrise Blvd
Rancho Cordova, CA 95670

Mr. Pickles Sandwich Shop
2310 Sunrise Blvd, #3
Rancho Cordova, CA 95670

Hair Movements
2340 Sunrise Blvd, #21
Rancho Cordova, CA 95670

Big Savings Insurance Co.
2340 Sunrise Blvd, #14
Rancho Cordova, CA 95670

Jasper's Giant Burgers
11110 Coloma Rd, Ste 38
Rancho Cordova, CA 95670

Mobil Country Club
4 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
8 Nobel Crest Lane
Rancho Cordova, CA 95670

Mobil Country Club
15 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
21 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
27 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
31 Golden Inn Way
Rancho Cordova, CA 95670

Mobil Country Club
35 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
40 Sunbeam Way
Rancho Cordova, CA 95670

Mobil Country Club
44 Sunbeam Way
Rancho Cordova, CA 95670

ATTACHMENT 3

Mobil Country Club
48 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
52 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
56 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
60 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
64 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
69 Sea Breeze Way
Rancho Cordova, CA 95670

Mobil Country Club
75 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
80 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
84 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
89 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
93 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
97 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
101 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
105 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
111 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
113 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
116 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
120 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
122 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
126 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
49 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
53 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
57 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
61 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
65 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
70 Sea Breeze Way
Rancho Cordova, CA 95670

Mobil Country Club
76 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
81 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
85 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
90 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
94 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
98 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
102 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
106 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
112 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
114 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
117 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
121 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
123 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
128 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
50 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
54 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
58 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
62 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
66 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
71 Sea Breeze Way
Rancho Cordova, CA 95670

Mobil Country Club
78 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
82 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
87 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
91 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
95 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
99 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
103 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
107 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
115 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
118 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
124 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
129 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
51 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
55 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
59 Sheri Ridge Way
Rancho Cordova, CA 95670

Mobil Country Club
63 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
67 Pineacre Lane
Rancho Cordova, CA 95670

Mobil Country Club
73 Sea Breeze Way
Rancho Cordova, CA 95670

Mobil Country Club
79 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
83 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
88 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
92 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
96 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
100 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
104 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
108 Wilderness Rd
Rancho Cordova, CA 95670

Mobil Country Club
119 Floral Hills Way
Rancho Cordova, CA 95670

Mobil Country Club
125 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
130 Royalwood Lane
Rancho Cordova, CA 95670

ATTACHMENT 3

Mobil Country Club
131 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
134 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
138 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
142 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
146 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
150 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
154 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
158 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
162 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
166 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
167 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
172 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
174 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
178 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
182 Whispering Pines Dr
Rancho Cordova, CA 95670

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186 Whispering Pines Dr
Rancho Cordova, CA 95670

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190 Whispering Pines Dr
Rancho Cordova, CA 95670

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194 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
198 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
202 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
132 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
135 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
139 Gumtree Drive
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143 Gumtree Drive
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147 Gumtree Drive
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151 Gumtree Drive
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155 Gumtree Drive
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159 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
163 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
168 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
173 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
175 Whispering Pines Dr
Rancho Cordova, CA 95670

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179 Whispering Pines Dr
Rancho Cordova, CA 95670

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183 Whispering Pines Dr
Rancho Cordova, CA 95670

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187 Whispering Pines Dr
Rancho Cordova, CA 95670

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191 Whispering Pines Dr
Rancho Cordova, CA 95670

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195 Whispering Pines Dr
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199 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
203 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
133 Royalwood Lane
Rancho Cordova, CA 95670

Mobil Country Club
136 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
140 Gumtree Drive
Rancho Cordova, CA 95670

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144 Gumtree Drive
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148 Gumtree Drive
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156 Gumtree Drive
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160 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
164 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
170 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
176 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
180 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
184 Whispering Pines Dr
Rancho Cordova, CA 95670

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188 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
192 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
196 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
200 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
204 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
137 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
141 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
145 Gumtree Drive
Rancho Cordova, CA 95670

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149 Gumtree Drive
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153 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
157 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
161 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
165 Gumtree Drive
Rancho Cordova, CA 95670

Mobil Country Club
171 Rolling River Lane
Rancho Cordova, CA 95670

Mobil Country Club
177 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
181 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
185 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
189 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
193 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
197 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
201 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
205 Whispering Pines Dr
Rancho Cordova, CA 95670

ATTACHMENT 3

Mobil Country Club
206 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
208 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
212 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
216 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
220 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
225 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
227 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
231 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
235 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
239 Palm View Lane
Rancho Cordova, CA 95670

Mobil Country Club
243 Rocky Hills Lane
Rancho Cordova, CA 95670

Mobil Country Club
247 Rocky Hills Lane
Rancho Cordova, CA 95670

Mobil Country Club
251 Rocky Hills Lane
Rancho Cordova, CA 95670

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257 Rocky Hills Lane
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Mobil Country Club
262 Rocky Hills Lane
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Mobil Country Club
266 Rocky Hills Lane
Rancho Cordova, CA 95670

Mobil Country Club
268 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
272 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
276 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
281 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
207 Whispering Pines Dr
Rancho Cordova, CA 95670

Mobil Country Club
209 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
213 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
217 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
222 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
226 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
228 Palm View Lane
Rancho Cordova, CA 95670

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267 Rocky Hills Lane
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Mobil Country Club
269 Heritage Glen Lane
Rancho Cordova, CA 95670

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277 Heritage Glen Lane
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282 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
210 Club House Dr
Rancho Cordova, CA 95670

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214 Club House Dr
Rancho Cordova, CA 95670

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218 Club House Dr
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Mobil Country Club
229 Palm View Lane
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264 Rocky Hills Lane
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270 Heritage Glen Lane
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283 Heritage Glen Lane
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Mobil Country Club
211 Club House Dr
Rancho Cordova, CA 95670

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215 Club House Dr
Rancho Cordova, CA 95670

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Rancho Cordova, CA 95670

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224 Club House Dr
Rancho Cordova, CA 95670

Mobil Country Club
230 Palm View Lane
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246 Rocky Hills Lane
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Mobil Country Club
289 Sunny Hills Drive
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321 Sunny Hills Drive
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Mobil Country Club
324 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
329 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
333 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
334 Royal Crest Circle
Rancho Cordova, CA 95670

Mobil Country Club
338 Royal Crest Circle
Rancho Cordova, CA 95670

Mobil Country Club
342 Royal Crest Circle
Rancho Cordova, CA 95670

Mobil Country Club
346 Crystal View Lane
Rancho Cordova, CA 95670

Mobil Country Club
347 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
351 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
355 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
356 Prestige Lane
Rancho Cordova, CA 95670

Mobil Country Club
286 Heritage Glen Lane
Rancho Cordova, CA 95670

Mobil Country Club
290 Sunny Hills Drive
Rancho Cordova, CA 95670

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294 Sunny Hills Drive
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Mobil Country Club
325 Sierra Vista Drive
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330 Sierra Vista Drive
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Mobil Country Club
335 Royal Crest Circle
Rancho Cordova, CA 95670

Mobil Country Club
339 Royal Crest Circle
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Mobil Country Club
343 Royal Crest Circle
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Mobil Country Club
348 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
352 Sierra Vista Drive
Rancho Cordova, CA 95670

Mobil Country Club
357 Prestige Lane
Rancho Cordova, CA 95670

Mobil Country Club
287 Heritage Glen Lane
Rancho Cordova, CA 95670

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ATTACHMENT 3

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Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Major Design Review Permit and Conditional Use Permit to construct a new 4,526 square foot drive-through Chick-Fil-A restaurant at the northwest corner of Zinfandel Drive and Sunrise Boulevard (APN 058-0261-027-0000), as described in the City Council staff report dated May 19, 2014 and approved plans (Exhibit A) date stamped May 14, 2014 with the conditions herein, for project number DD8454.	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.	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.	On-Going	Planning/ Building /Public Works	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
5.	Signs are not approved with this permit. Signs must be reviewed under separate permit (unified sign program and building permit) in accordance with zoning code 23.743.	On-Going	Planning/ Building	
Prior to Approval of Improvement Plans/Issuance of Building Permit				
6.	The conditions of approval shall be included on the final construction plans with reference to how they have and/or will be achieved prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building /Public Works	
7.	The final landscape plan must be submitted and review in accordance with zoning code 23.716. The final landscape and irrigation plans shall be prepared by a registered licensed landscape architect and review by the Planning director prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
8.	All pedestrian pathways/walkways must have clear visibility, be delineated by textured and colored paving, and shall be clearly signed to alert vehicles in the drive-through aisles. The final design of these paths shall be review by the planning director prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning	
9.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
10.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any 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 fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
11.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
13.	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 • Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, driveways, curb and gutter per City Standard <u>on Zinfandel Drive property frontage</u>. Any obstructions to the sidewalk shall be relocated behind back of walk. • Modify the westbound lane drop on Zinfandel Drive to extend two full lanes to the west side of the driveway entrance to the shopping center: ■ The merge shall begin west of the first driveway accessing the center. ■ Widen Zinfandel Drive to maintain a minimum lane width of 11 feet. ■ The extent of the westbound bicycle lane shall not be reduced. Widen Zinfandel Drive as necessary to maintain the bicycle lane and travel lanes. ■ Relocate utilities as necessary. ■ Sidewalk width shall not be reduced. Widen to the north. • Modify the Trinity River driveway including, but not limited to: ■ Provide a standard radius at corners <u>and relocate pedestrian push buttons</u> to facilitate ingress and egress. This will require removal and replacement of concrete and utilities. ■ Eliminate conflicts between drive aisles and parking spaces in the aisle south of the intersection. ■ Utility relocations as necessary to accommodate	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	- 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.			
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.	Prior to approval of improvement plans	Public Works	
15.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
16.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking 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.	Prior to approval of improvement plans	Public Works	
17.	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. 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 will 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 owner.	Prior to approval of improvement plans	GSWC	
18.	The property is currently connected to public sewer. Sewer service shall continue to be provided by Sacramento Area Sewer District (SASD) infrastructure to the existing sewer service lateral.	Prior to Issuance of Building Permit	SASD	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
19.	A new connection and relocation of existing sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction. SASD Design Standards apply to any sewer construction and/or modification.	Prior to Issuance of Building Permit	SASD	
20.	If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Issuance of Building Permit	SASD	
21.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to Issuance of Building Permit	SASD	
22.	Any use of SASD sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of SASD's sanitary sewer(s), shall not be allowed. Each proposed use shall be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping.	Prior to Issuance of Building Permit	SASD	
23.	Additional sewer impact fee will be required and must be paid before building permit issuance. Contact PSU at 916-876-6100 for further information on sewer impact fee.	Prior to Issuance of Building Permit	SASD	
Prior to Final Building Inspection / Issuance of Certificate of Occupancy				
24.	As-Built reproducible grading and improvement plans, 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.	Prior to final building inspection	Public Works	
25.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
26.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	

MEMORANDUM

DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: RIVERGATE PAD 2 MAJOR DESIGN REVIEW; PROJECT NO. DD8462 – LOCATED AT 2352 SUNRISE BOULEVARD.



PROPERTY OWNER: Ethan Conrad Properties Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: Same as Owner
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting a Major Design Review to construct a new 5,574 square foot multi-tenant commercial building within the existing Rivergate Shopping Center. DD8462 2352 Sunrise Boulevard 058-0261-027-0000 Jessica Jordan, Senior Planner
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RECOMMENDATION

Adopt Resolution No. 33-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would allow construction of a new 5,574 square foot multi-tenant commercial building with outdoor seating, new parking configuration and landscaping within the existing Rivergate Shopping Center. This infill project would redesign a section of the existing parking lot east of the new Scooter's coffee building adjacent to Sunrise Boulevard.

BACKGROUND

The project site is a section of the existing parking lot of the large multiple tenant shopping center, located on the west side of Sunrise Boulevard, between Zinfandel Drive and Coloma Road. The overall Rivergate Shopping Center was constructed around the late 1970's with approximately 140,000 square feet of existing building area. The project site is zoned Commercial Mixed Use (CMU).

The City of Rancho Cordova received an application on March 13, 2014 requesting a Major Design Review to construct a new 5,574 square foot commercial building, referred to as "Pad 2". Although a specific use and tenants have not been established for this commercial pad, the

CMU zone would allow for a variety of uses. The application was routed to the City's commenting agencies and reviewed for environmental concerns. As a result of that review the project area has been found to have ample parking to support the new building and has existing utilities and vehicle and pedestrian access.

Figure 1: Subject Property within the Rivergate Shopping Center



REQUIRED PERMITS AND REGULATORY BASIS

In order to construct a new commercial building in this location, major design review is required according to Chapter 23.141 of Title 23 (Zoning) of the Municipal Code prior to the submittal of a building permit application. 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 retail pad does not have a specific tenant or use at this point, any and all future uses would need to be reviewed prior to issuance of a tenant improvement permit and/or business license in accordance with the uses permitted under Table 23.313-1: “Allowed Use and Permit Requirements for Mixed-Use Districts” for the site’s CMU zone.

ANALYSIS

General Plan: The project site is located in the CMU (Commercial Mixed Use) designation of the City’s General Plan Sunrise Boulevard North Planning Area (SBNPA). This is the smallest Planning Area of the City and consists of mostly retail, office, and residential development. The proposed restaurant is consistent with the CMU designation and is intended to support the surrounding commercial businesses.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
2352 Sunrise Boulevard (Project Site)	Section of parking lot between Scooter’s coffee and Sunrise Boulevard	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
North	Commercial Shopping and Restaurants	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU- Sunrise Boulevard North Planning Area (SBNPA)
East	Sunrise Boulevard and Housing	Medium Density Residential (MDR)	MDR (Medium Density Residential)
South	Proposed Chick-Fil-A site Chevron Gas Station	CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
West	Existing Office/Storage/ Rental Company	OMU/CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)

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. The application is for design review of a multi-tenant commercial building only. All future tenants will be reviewed prior to issuance of a tenant improvement permit and/or business license in accordance with the uses permitted under Table 23.313-1: “Allowed Use and Permit Requirements for Mixed-Use Districts” for the site’s CMU zone.

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

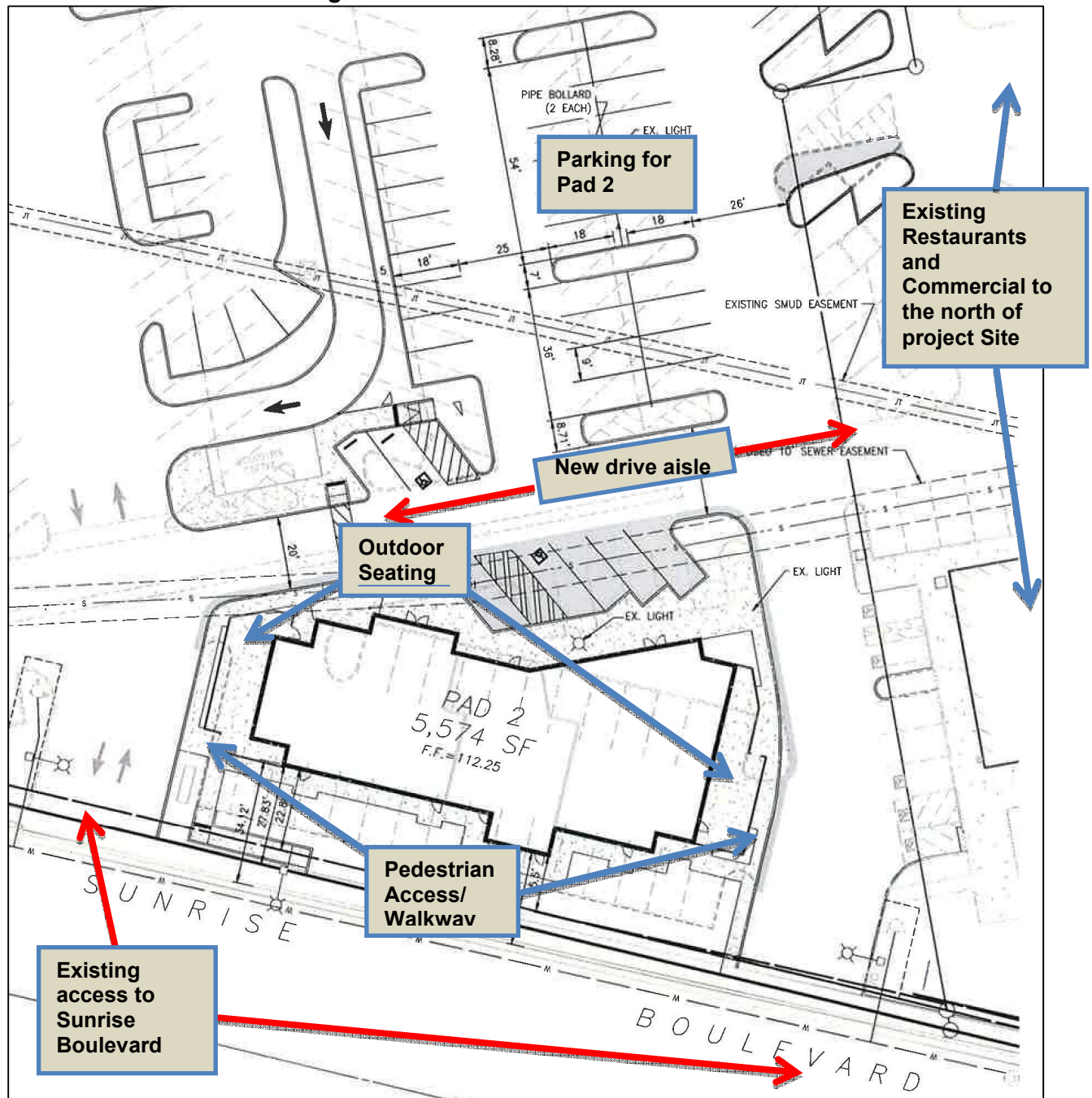
DESIGN ANALYSIS

In accordance with Zoning Code Section 23.141, the proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines for new commercial buildings. Design Review approvals shall be granted only 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. 33-2014 (**Attachment 1**).

Site Plan and Circulation

The proposed retail building is 5,574 square feet in size, has two outdoor seating areas on both the north and south side of the building, parking to the front (west elevation), with high visibility along Sunrise boulevard (east elevation). In accordance with the City's design guidelines the building has been situated close to Sunrise Boulevard to maximize visibility of the tenant spaces and will serve to reduce visibility of the parking field of the overall Rivergate shopping center from Sunrise Boulevard. The site plan is include in Figure 2 below.

Figure 2: Site Plan and Circulation



The project provides continuous sidewalk connections to Sunrise Boulevard with bicycle and pedestrian access to the outdoor seating area and front entrance at the west elevation of the building. There are approximately 675 standard parking spaces for the existing shopping center. Based on the parking requirements of the zoning code Table 23.719-1, the overall shopping center provided adequate parking for commercial uses. Specifically, Pad 2 requires and provides 20 parking spaces.

Architectural and Landscaping

Although the proposed structure is one story in height, the commercial building will have a tiered facade with clearly defined sectional breaks and projections for the exterior walls on all four elevations to make the building appear to be at a more human scale and visually appealing. The use of a stone veneer accompanied with the varying heights (23-foot maximum and 20-foot averages) helps this building tie into the overall design theme of the recently approved Scooter's Coffee Building, Sportsman's Warehouse and overall Rivergate Shopping center façade remodel. The proposed Pad 2 building is well designed with structural articulations and massing of building and roof forms on all four sides, creating visual interest from any vantage point. Additionally, this building uses the same color and materials palette of the overall center, which will result in a cohesive new look for the Rivergate Shopping Center.

Figure 3: Proposed West Elevation (Facing Sportsman's Warehouse)



Figure 4: Proposed North and South Elevation (Facing Chevron Gas Station and Scooters Coffee)

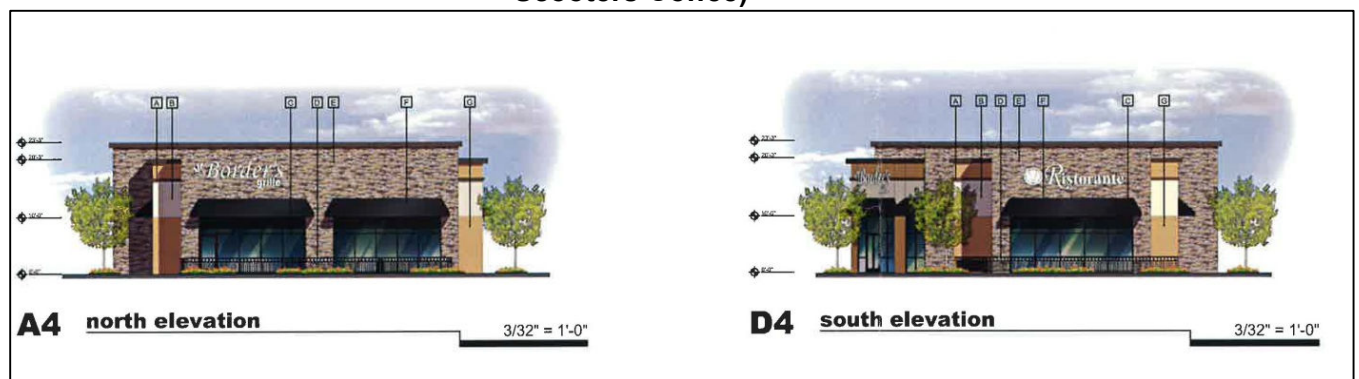


Figure 5: Proposed East Elevation (Facing Sunrise Boulevard)

The preliminary landscape plans provide a mix of 15 gallon trees along the west and east sides of the building and shrubs and ground cover between the building and Sunrise Boulevard. Trees, shrubs and other low maintenance grasses will be installed around the outdoor seating area, at the front entrance, and along the west side of the building. In addition to new landscaping around the building, new shade trees will be installed within the parking area. The windows and outdoor seating provide a way for people using the establishment to see the public sidewalk and street. A condition of approval has been included to require that a security window or peephole is added to the rear service door to address security concerns from the police department.

Signs

Although the elevations show signage, a formal application for signs was not included with this Design Review application. A condition of approval has been added to state signs are not approved with this application and must be reviewed under a separate Unified Sign Program and building permit.

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 Sunrise Boulevard North Planning Area (CMU-SBNPA) and zoning designation of CMU (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.

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 Number 33-2014 the Major Design Review for Rivergate Pad 2 – Project No. DD8462, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).”

ATTACHMENTS

1. Resolution 33-2014, 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. 33-2014****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE RIVERGATE PAD 2 MAJOR DESIGN REVIEW - PROJECT NO. DD8462**

WHEREAS, Ethan Conrad Properties (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review for the construction of a new 5,574 square foot multi-tenant commercial building in the Rivergate Shopping Center, located at 2352 Sunrise Boulevard. (Assessor's Parcel Number: 058-0261-027-0000); 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 Rivergate Pad 2 Major Design Review (**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 15153, Projects Consistent with a Community Plan, General Plan, or Zoning, as supported by the following:

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 proposed project will develop the property consistent with the site's General Plan land use designation of CMU-SBNPA (Commercial Mixed-Use/Sunrise Boulevard North Planning Area) and zoning designation of CMU (Commercial Mixed-Use). Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

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.

- 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:

ATTACHMENT 1

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 CMU within the Sunrise Boulevard North Planning Area (CMU-SBNPA). A traditional multi-tenant retail building is consistent with the CMU designation, which calls for a combination of retail, office and quasi-public uses in a mixed use, pedestrian friendly setting. The proposed project has been designed to meet all applicable Zoning regulations, including setbacks, height regulations, on-site auto and bicycle parking, and improved on-site landscaping. In addition, the project 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.

Evidence: The proposed architecture, site and landscape design are appropriate to retail uses within the center. The site has been analyzed to confirm there is adequate parking per the zoning code. The architecture of the buildings, as proposed, will blend well with the newly built Scooter's Coffee building to the west of the Pad 2 site and the remodel underway for the former Kmart building further west.

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 onsite and is compatible with the existing buildings. The building has been designed to reduce the overall massing by breaking up the building façade with tower features and the use of different materials and colors. An identical palette of materials and colors to the other new construction and remodeled buildings are being used. To ensure all lighting and equipment compliance, the project has been conditioned to guarantee all standards are achieved 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 will not create conflicts among various transportation modes. The project has adequate vehicular circulation and parking facilities, with a separated pedestrian sidewalk system with access throughout the site. The project will improve pedestrian and bicycle access to Sunrise Boulevard while the project's circulation has been designed to minimize automobile conflicts around the main parking area between the proposed project and the new Scooter's Coffee building.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

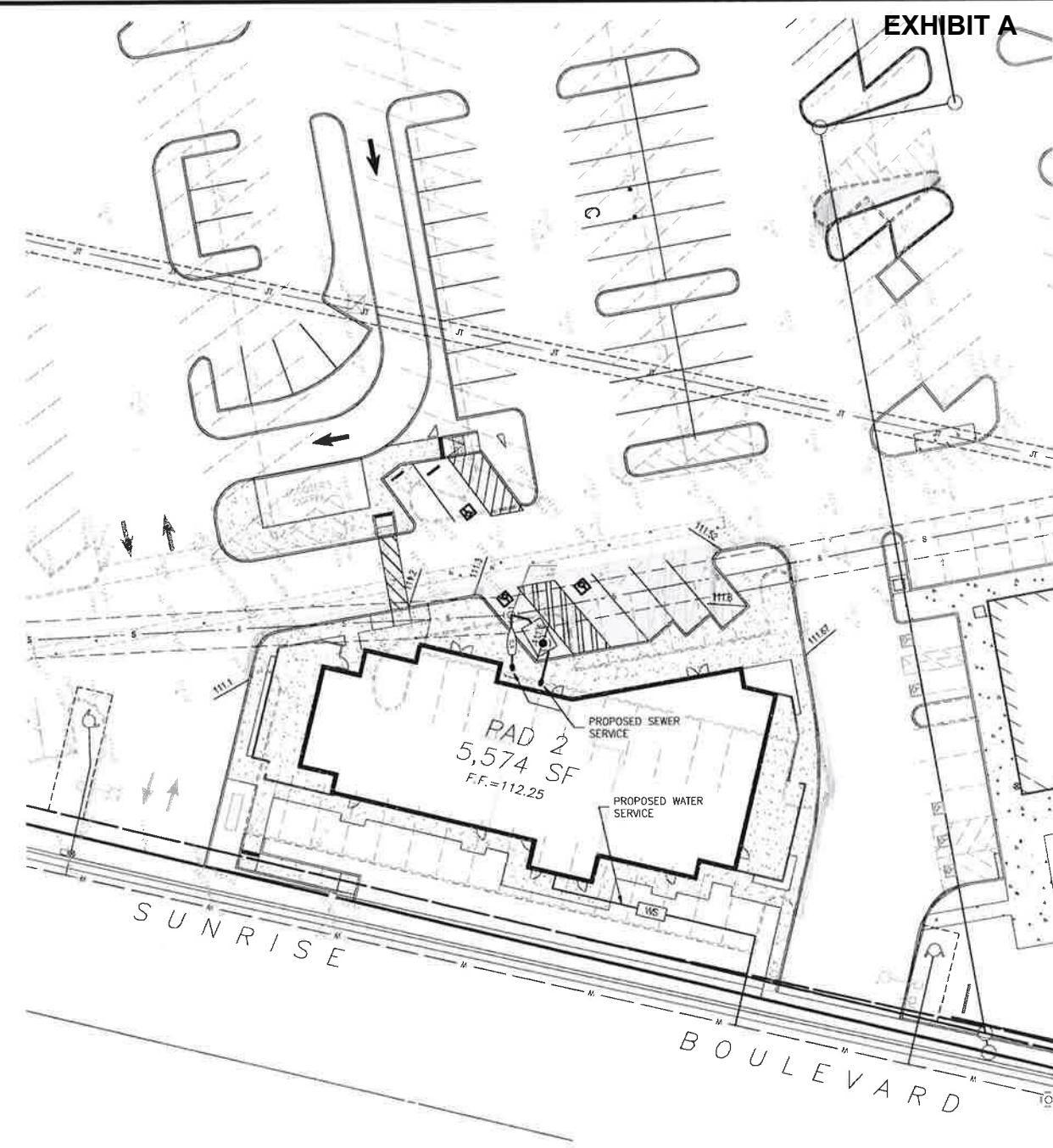
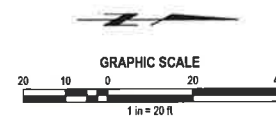
ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A



SITE PLAN



PRELIMINARY GRADING & UTILITY PLAN

RECEIVED

APR 24 2014

RANCHO CORDOVA
PLANNING

\\morton\p\11-0047\DWG\11-0047-PAD2-SITE.DWG | Saved 03/13/2014 09:00am | DBA:MP | Plotted 03/24/14 01:11pm | P:\C:\MPENGR

SCALE:	BENCH MARK
HORIZ. 1" = 20'	
VERT. 1" = N/A	

COMPUTED
DESIGNED
DRAWN
PROJ. ENGR.



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
75 Iron Point Circle, Suite 120 • Folsom, CA 95630
phone: 916.984.7621 • fax: 916.984.9617 • survey fax: 916.563.6770
survey email: slaking@mpengr.com • web: www.mpengr.com

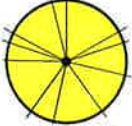
IMPROVEMENT PLANS FOR
RIVERGATE - PAD 2
PRELIMINARY SITE & GRADING PLAN

RANCHO CORDOVA, CALIFORNIA

DATE	03.13.2014
SHEET	2
OF	2

JOB NO. 11-0047-03



PLANT SCHEDULE			
TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	CINNAMOMUM CAMPHORA / CAMPHOR TREE	15 GAL	2
	GINKGO BILOBA 'FAIRMONT' / MAIDENHAIR TREE	15 GAL	4
	LAGERSTROEMIA X 'NATCHEZ' / CRAPE MYRTLE	15 GAL	4
	LAGERSTROEMIA X 'TUSCARORA' / RED CRAPE MYRTLE MULTI-TRUNK	15 GAL	5
	PISTACIA CHINENSIS 'KEITH DAVEY' / KEITH DAVEY CHINESE PISTACHE	15 GAL	1
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING QTY
	SHRUBS AND GROUNDCOVER	VARIES	4,181 SF

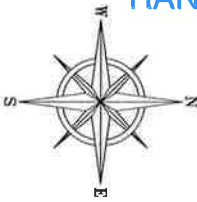
- PLANTING NOTES**
1. PLANT COUNTS SHOWN ARE FOR BIDDING REFERENCE ONLY. CONTRACTOR SHALL SUPPLY ALL PLANTS REQUIRED TO FULFILL DESIGN INTENT AS SHOWN. ADDITIONALLY, IF A GROUNDCOVER SYMBOL OR PATTERN IS SHOWN STOPPING AT THE EDGE OF A TREE OR SHRUB CANOPY SYMBOL, THE INTENT IS THAT THE GROUNDCOVER CONTINUE UNDERNEATH THE CANOPY SYMBOL(S) TO PROVIDE AN EVENLY COVERED GROUND PLANE.
 2. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM THE TIME OF DELIVERY TO THE TIME OF PROJECT ACCEPTANCE. THE OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT, OR SEVERE WEATHER.
 3. CONTRACTOR SHALL PLACE PLANT MATERIALS SO THEY DO NOT INTERFERE WITH IRRIGATION SYSTEM OR INHIBIT REQUIRED COVERAGE. PLANT LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN IS NOT ALTERED SIGNIFICANTLY. CONTRACTOR SHALL SET OUT PLANT MATERIAL IN THEIR CONTAINERS AS SHOWN AND RECEIVE ACCEPTANCE FROM OWNER'S REPRESENTATIVE WITH RESPECT TO PLANT HEALTH/APPEARANCE AND LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE A MINIMUM OF 2 WORKING DAY NOTICE FOR INSPECTION/OBSERVATION AND SHALL HAVE ALL MATERIAL IN SPECIFIED LOCATIONS FOR REVIEW AT ONE TIME. CONTRACTOR MAY BE BACKCHARGED FOR THE COST OF RE-INSPECTION IF MATERIAL IS NOT PREPARED AS SPECIFIED. CONTRACTOR SHALL PROMPTLY REPLACE ANY MATERIAL AS REQUESTED BY THE OWNER'S REPRESENTATIVE.
 4. ALL NON-TURF PLANTING AREAS SHALL RECEIVE A PRE-EMERGENT HERBICIDE TREATMENT AND THREE INCH (3") LAYER OF "REGULAR WALK ON" FIR BARK MULCH TOP DRESS (2 INCH AVG. SIZE-SUBMIT SAMPLES) REFER TO SPECS. AS AVAILABLE FROM: REDI-GRO CORP. 8909 ELDER CREEK RD. SACRAMENTO, CA. 95828 (800)-654-4358. NO REDWOOD, CEDAR OR SHREDDED BARK (GORILLA HAIR) IS TO BE USED FOR LANDSCAPING FOR THIS PROJECT.
 5. ALL PLANTING AREAS SHALL BE MAINTAINED IN A WEED-FREE CONDITION AT ALL TIMES.
 6. PRIOR TO IRRIGATION OR PLANTING ALL PLANTERS SHALL BE THOROUGHLY RIPPED TO A DEPTH OF 30" (LENGTH AND WIDTH) AND SOIL IS TO BE BROKEN UP INTO LARGE CLODS (NOT ROTO-TILLED) IN ORDER TO PROVIDE BENEFICIAL GROWING ZONE FOR TREES AND IMPROVE ROOTING/IRRIGATION DEPTH. PRIOR TO PLANTING, CONTRACTOR SHALL CROSS-RIP/LOOSEN ALL PLANTING AREA SOILS TO A SIX INCH (6") MINIMUM DEPTH AND FORTIFY WITH AMENDMENTS. REFER TO SPECIFICATIONS, SOIL FERTILITY ANALYSES AND DETAILS FOR SITE-SPECIFIC SOIL AMENDMENT AND PLANTING INFORMATION. AS NECESSARY, CONTRACTOR SHALL EXCAVATE AND REMOVE ANY LIME-TREATED OR UNSUITABLE SOIL TO A DEPTH OF TWELVE INCHES (12") AND/OR ROTO-TILL/RIP ANY OVER-COMPACTED SOIL AND REMOVE ANY GRAVEL/ROCK (OVER 2" IN SIZE) AND BUILDING MATERIALS FROM ALL PLANTERS TO A MINIMUM DEPTH OF TWELVE INCHES (12"). IN AREAS THAT HAVE BEEN EXCAVATED AND REMOVED, CONTRACTOR SHALL FURTHER RIP/LOOSEN SUBGRADE SOIL FOUR TO SIX INCHES (4-6") PRIOR TO PLACING ANY REQUIRED AND PREVIOUSLY ACCEPTED IMPORT PLANTING/TOPSOIL MIX TO REQUIRED GRADES. ANY SUCH IMPORT PLANTING AREA SOIL SHALL THEN BE FORTIFIED WITH AMENDMENTS BASED ON FRESH FERTILITY ANALYSES OF SAID IMPORT MATERIALS.
 7. CONTRACTOR SHALL INSTALL ROOT BARRIERS FOR ALL TREES WITH TRUNKS SHOWN 5 FEET OR CLOSER TO PAVING. BARRIERS SHALL BE: DEEPROOT PARTNERS LP MODEL # LB-18-2 PANELS INSTALLED IN THE LINEAR FASHION AS SHOWN IN THE MANUFACTURERS INSTRUCTIONS. WIDTH OF TREE SYMBOL SHOWN MAY SERVE AS TREES EXPECTED CANOPY WIDTH AT MATURITY FOR CALCULATIONS OF QUANTITY/LENGTH OF ROOT BARRIER PANELS TO INSTALL.
 8. PLANT MATERIALS OVER 4 INCHES IN HEIGHT AT MATURITY SHALL BE PLACED/ADJUSTED SO AS TO MAINTAIN A 3 FOOT CLEARANCE AWAY FROM ALL NON-DOOR SIDES OF ELECTRICAL TRANSFORMERS AND SWITCH GEARS WITH AN 8 FOOT CLEARANCE AWAY FROM DOOR ACCESS SIDES. TREE TRUNKS SHALL BE ADJUSTED TO MAINTAIN A 5 FOOT CLEARANCE AROUND ALL FIRE HYDRANTS AND FIRE PROTECTION EQUIPMENT. TREE TRUNKS SHALL ADDITIONALLY BE KEPT A MINIMUM OF 10 FEET CLEAR FROM ANY STREET LIGHT AND PARKING LOT LIGHT POLES.
 9. ADA PATHWAY CLEARANCE. ALL TREE LIMBS SHALL BE PRUNED AND MAINTAINED TO A MINIMUM HEIGHT OF EIGHTY INCHES (80") ABOVE ANY ACCESSIBLE PATHS OF TRAVEL.
 10. TREES OR OTHER LANDSCAPE MATERIALS AT BUILDINGS SHALL BE ADJUSTED OR PRUNED SO THAT AT MATURITY, THE MATERIALS DO NOT OBSCURE THE ADDRESS OR BUILDING NUMBERS.

RIVERGATE CENTER PAD 2
RANCHO CORDOVA, CALIFORNIA
ILLUSTRATIVE PRELIMINARY LANDSCAPE PLAN - MARCH, 2014

RECEIVED

MAR 13 2014

RANCHO CORDOVA
PLANNING



MICHAEL P. SCHEELE, LANDSCAPE ARCHITECT
LEED AP, CUA, ASLA, CA. CERTIFIED ESSB #151700, SAUD SEED CERTIFIED
CA. REGISTERED LANDSCAPE ARCHITECT #3661
P#1: 916-364-3527 E: mp@landarchi@gmail.com **MPSLA**

AGENDA ITEM 15.3

PRELIMINARY LANDSCAPE PLAN - RIVERGATE PAD 2 RANCHO CORDOVA-MPSLA# 14-0002-00

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Major Design Review to construct a new 5,574 square foot multi-tenant commercial building along Sunrise Boulevard (APN 058-0261-027-0000), as described in the City Council staff report dated May 19, 2014 and project plans (Exhibit A) date stamped March 13, 2014 and April 24, 2014 with the conditions herein, for project number DD8462.	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.	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.	On-Going	Planning/ Building /Public Works	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
5.	Signs are not approved with this permit. Signs must be reviewed under separate permit (Unified Sign Program and building permit) in accordance with Zoning Code Chapter 23.743.	On-Going	Planning/ Building	
Prior to Approval of Improvement Plans/Issuance of Building Permit				
6.	The conditions of approval shall be included on the final construction plans with reference to how they have and/or will be achieve prior to issuance of building permit.	Prior to Issuance of Building Permit / On- Going	Planning/ Building /Public Works	
7.	The final landscape plan must be submitted and reviewed in accordance with Zoning Code Chapter 23.716. The final landscape and irrigation plans shall be prepared by a registered licensed landscape architect and reviewed by Planning prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
8.	Security peep holes are placed in doors on the eastern perimeter of the building.	Prior to Issuance of Building Permit	Planning/ Police	
9.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to issuance of building permit	Public Works	
10.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any 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 fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to issuance of building permit	Public Works	
11.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to issuance of building permit	Public Works	
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
13. 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 • Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, driveways, curb and gutter per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. • Modify the westbound lane drop on Zinfandel Drive to extend two full lanes to the west side of the driveway entrance to the shopping center: ■ The merge shall begin west of the first driveway accessing the center. ■ Widen Zinfandel Drive to maintain a minimum lane width of 11 feet. ■ The extent of the westbound bicycle lane shall not be reduced. Widen Zinfandel Drive as necessary to maintain the bicycle lane and travel lanes. ■ Relocate utilities as necessary. ■ Sidewalk width shall not be reduced. Widen to the north. • Modify the Trinity River driveway including, but not limited to: ■ Provide a standard radius at corners to facilitate ingress and egress. This will require removal and replacement of concrete and utilities. ■ Eliminate conflicts between drive aisles and parking spaces in the aisle south of the intersection. ■ Utility relocations as necessary to accommodate the improvements.	Prior to issuance of Building Permits	Public Works	

Conditions of Approval

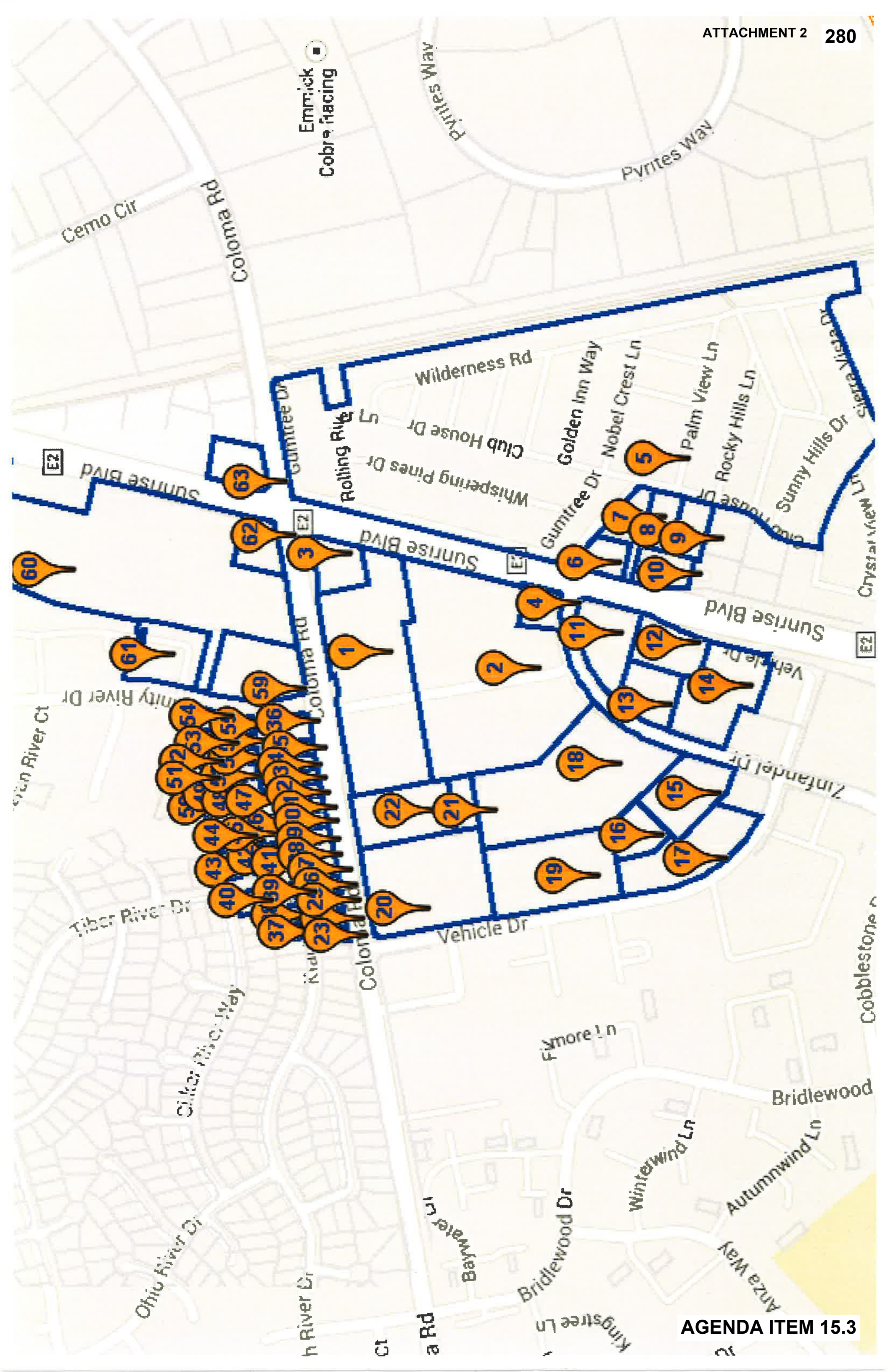
		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	- Utility laterals - Public improvement plans shall clearly delineate all transitions to existing improvements. - All improvements to be designed and constructed to the satisfaction of the Public Works Department.			
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.	Prior to approval of improvement plans	Public Works	
15.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
16.	Number, size, and location of driveways are subject to approval by the Public Works Department	Prior to approval of improvement plans	Public Works	
17.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking 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.	Prior to approval of improvement plans	Public Works	
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. 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 will 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 owner.	Prior to issuance of Building Permit	Golden State Water Company	

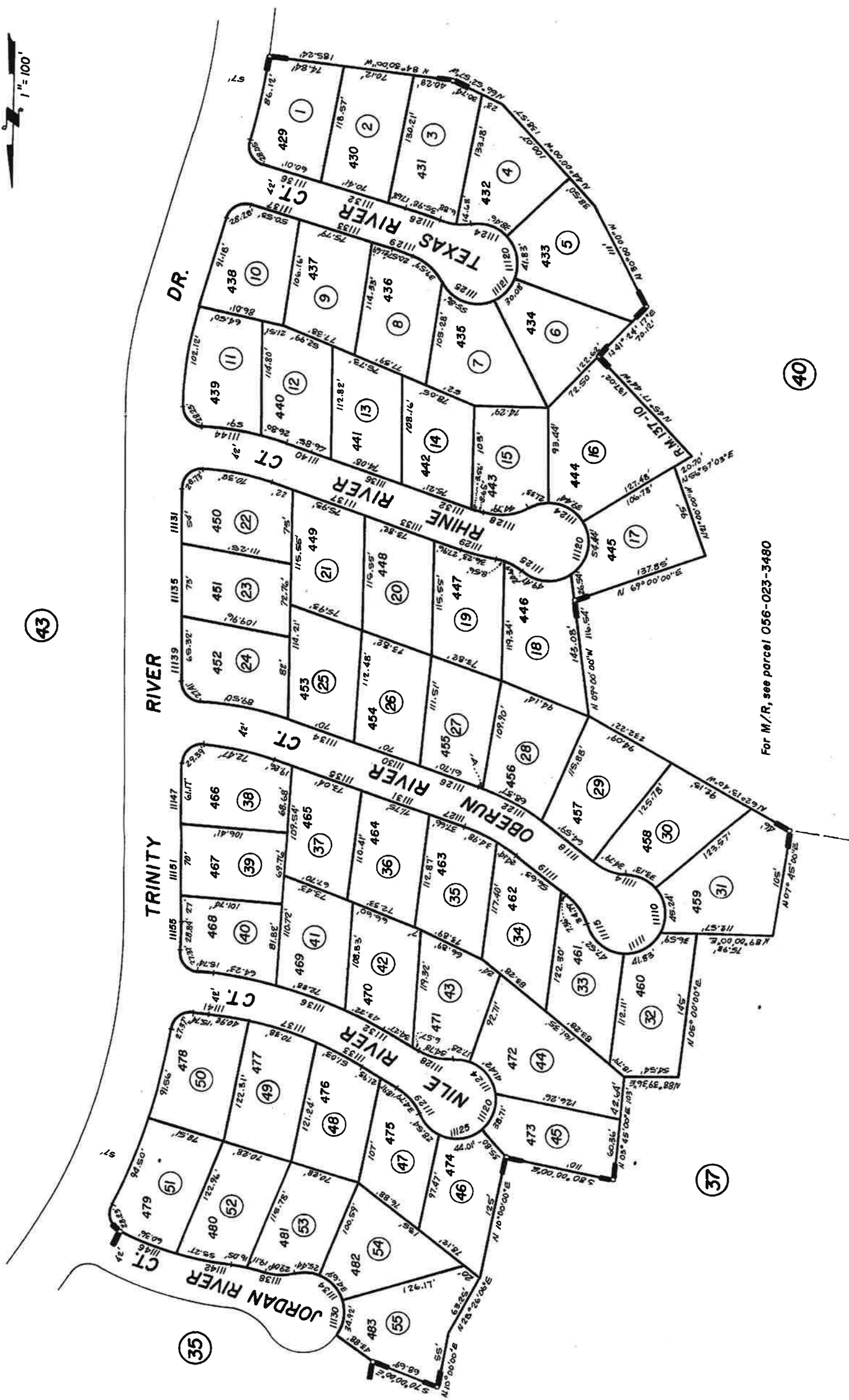
Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
19.	Connection to the Sacramento Area Sewer District's sewer system shall be required to the satisfaction of Sacramento Area Sewer District (SASD). District Design Standards apply to sewer construction.	Prior to issuance of Building Permit	SASD	
20.	Each lot and each building with a sewage source shall have a separate connection to the SASD sewer system.	Prior to issuance of Building Permit	SASD	
21.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to issuance of Building Permit	SASD	
22.	The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.	Prior to issuance of Building Permit	SASD	
23.	Developing this property will require the payment of sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.	Prior to issuance of Building Permit	SASD	
Prior to Final Building Inspection / Issuance of Certificate of Occupancy				
24.	As-Built reproducible grading and improvement plans, 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.	Prior to final building inspection	Public Works	

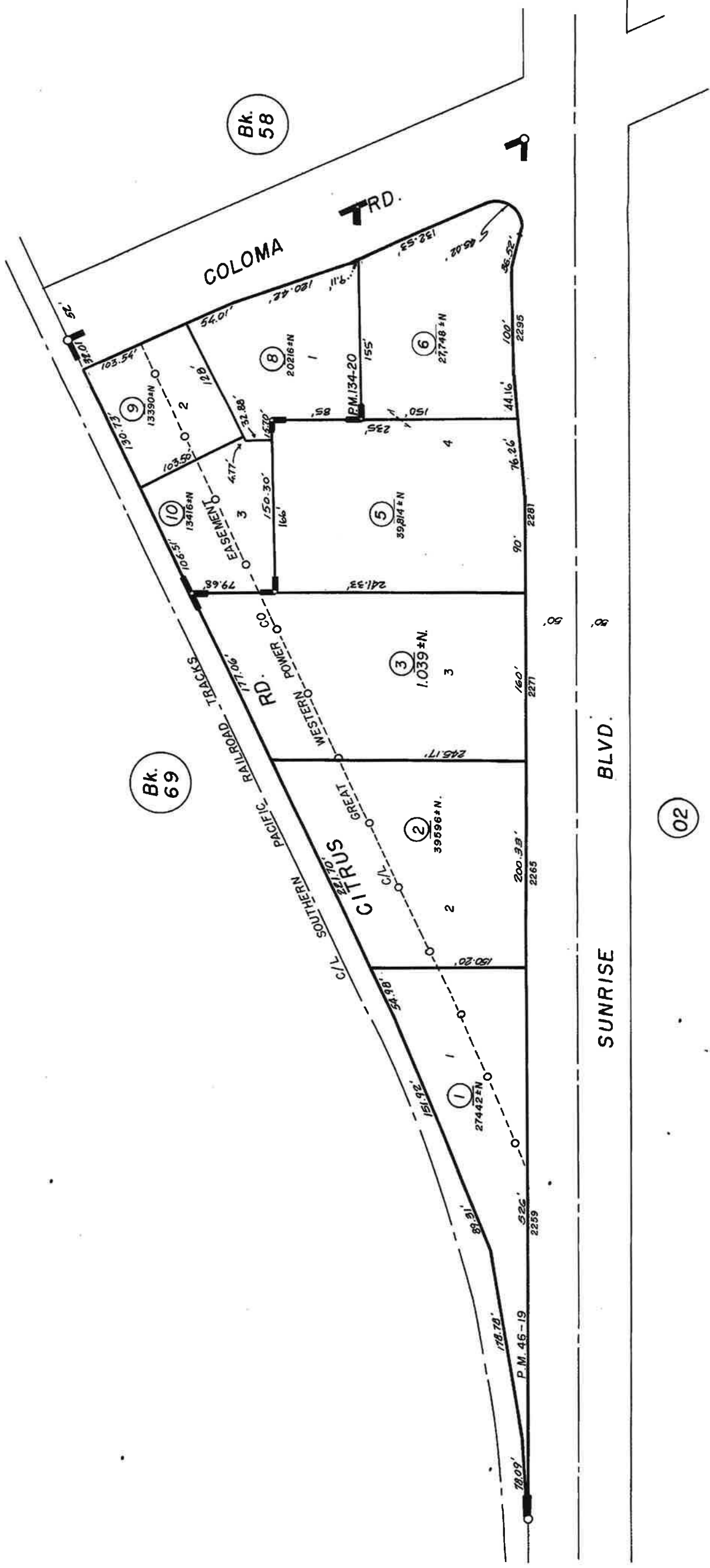
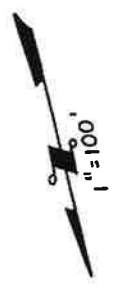
Conditions of Approval

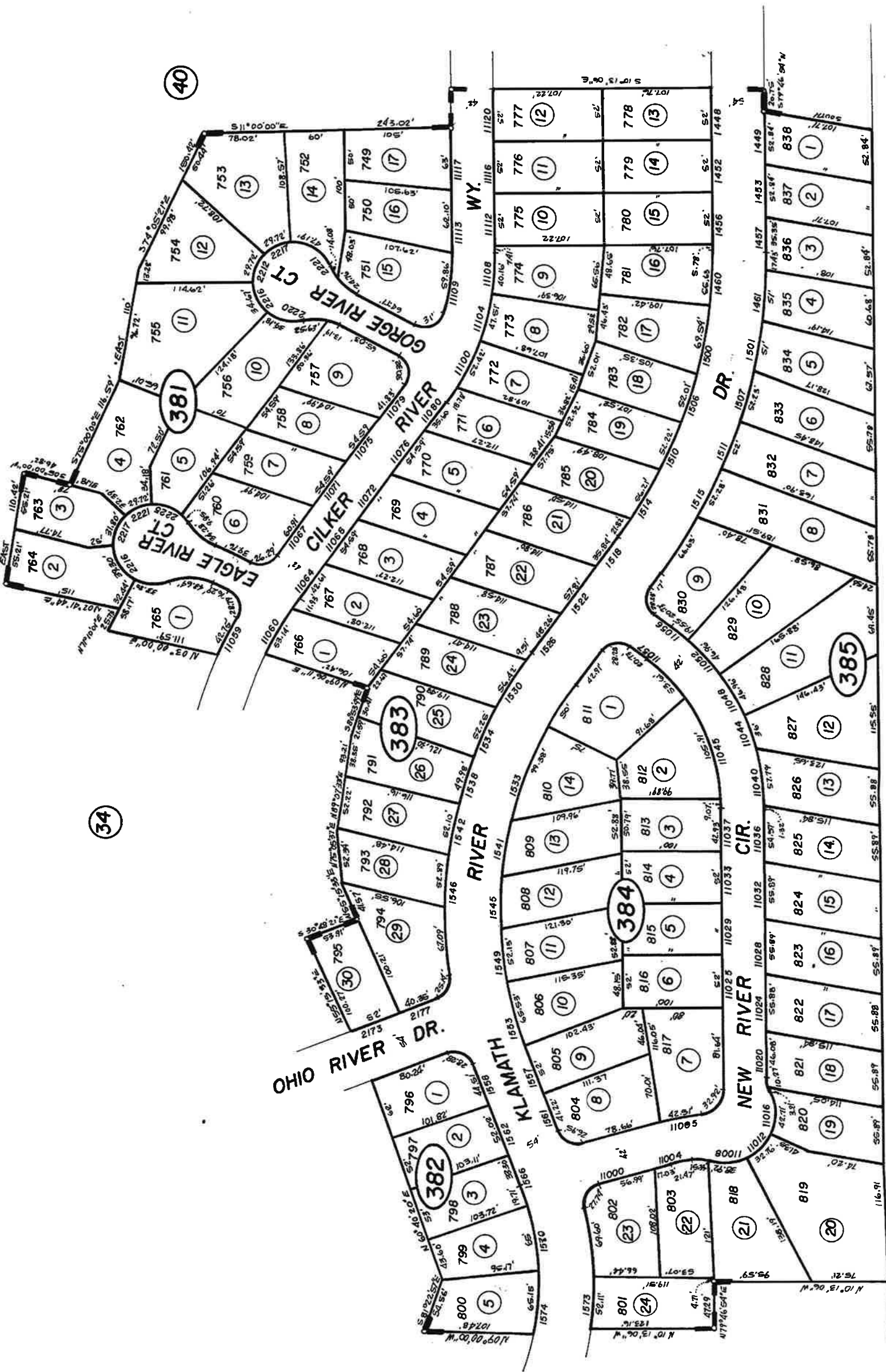
		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
25.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	
26.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	





For M/R, see parcel 056-023-3480





R.M. 135-23

COLOMA

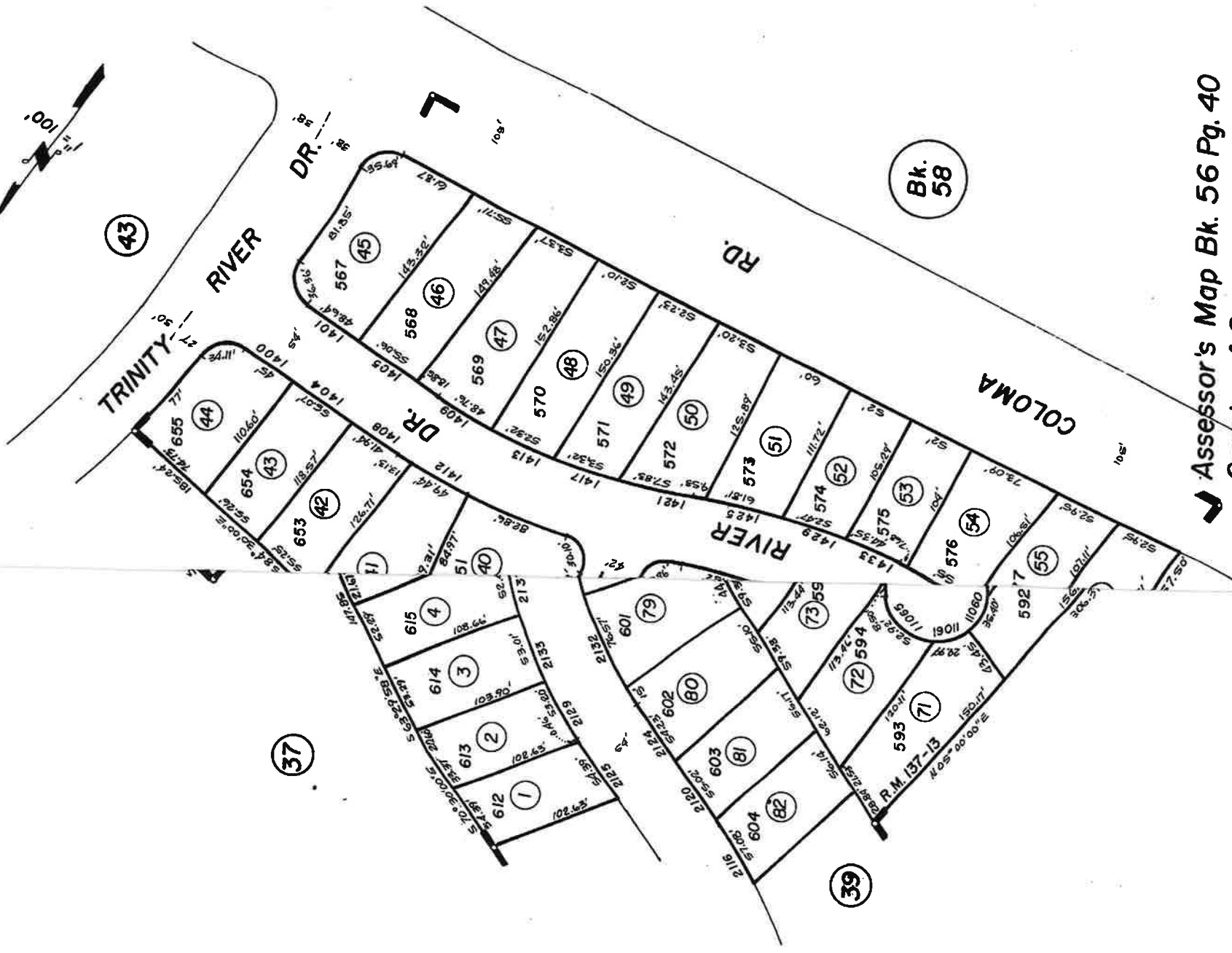
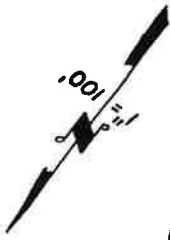
RD.

Bk. 58

Larchmont Sunriver Unit No. 8, R.M. Bk. 135, Pg. 23 (10-24-79)

Assessor's Map Bk. 56 Pg. 38
County of Sacramento, Calif.

56-40



Assessor's Map Bk. 56 Pg. 40
County of Sacramento, Calif.

Por. Larch

ATTACHMENT 2**APN 056-0330-006-0000**

CARIZONA RANCHO LLC
2295 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0385-001-0000

ALAN RUSSELL BECK
1449 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-029-0000

CHRISTOPHER M & JENNY R
CHINN
2189 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-032-0000

JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
6017 SOUTHERNESS DR
EL DORADO HILL CA 95762

APN 056-0400-038-0000

MTW LIMITED PARTNERSHIP
2209 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-041-0000

NGA TRAN
1412 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-044-0000

MARY ANN & GEORGE SERIO
1400 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000

ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

APN 056-0400-050-0000

ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-053-0000

LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0383-013-0000

DAVID M BACCUS
1448 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0385-002-0000

MIKE & ANN PETRIE
1453 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-030-0000

STEVE EUGENE & MELODIE R
COREY
2193 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-033-0000

DEBRA EVERETT
2208 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-039-0000

JOSEPH RUST
2213 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-042-0000

CHARLES K EDEN
1408 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-045-0000

ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-048-0000

ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-051-0000

PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

APN 056-0400-054-0000

STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0383-014-0000

PATRICIA J & ROBERT F SITZE
1452 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-027-0000

MICHAEL G OHALLORAN
2181 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-031-0000

PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
PO BOX 2248
FAIRFIELD CA 94533

APN 056-0400-037-0000

MARTINEZ FAMILY TRUST
2205 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-040-0000

JAMES C HARDIN
2217 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-043-0000

STEVEN C TO
3779 ASHRIDGE LN
SAN JOSE CA 95121

APN 056-0400-046-0000

KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-049-0000

SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-052-0000

LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000

STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

ATTACHMENT 2**APN 056-0400-056-0000**

JOSEPH CATES
1445 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-001-0000

JOYCE E HARTGE
11136 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0410-004-0000

ROBERT D CLARK REVOCABLE
LIVING TRUST
11124 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000

JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

APN 058-0261-027-0000

CONRAD RIVERGATE LLC
431 I ST #201
SACRAMENTO CA 95814

APN 058-0261-033-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-044-0000

LATHI FAMILY PARTNERSHIP
PO BOX 1003
CITRUS HEIGHTS CA 95611

APN 058-0261-049-0000

N NEVADA
6648 FRANKLIN BLVD
SACRAMENTO CA 95823

APN 058-0262-001-0000

RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

APN 056-0400-057-0000

ALBERT & JERALDINE MINNING
1444 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-002-0000

ROBIN D MAYER
11132 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-001-0000

JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

APN**APN 058-0261-021-0000**

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
PO BOX 4349
ANAHEIM CA 92803

APN 058-0261-028-0000

PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

APN 058-0261-037-0000

WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

APN 058-0261-047-0000

SUMMERSET ASSISTED LIVING
LLC
3462 STAGECOACH TRL
LOOMIS CA 95650

APN 058-0261-050-0000

FOUNDATION FOR HEARING
RESEARCH INC
3518 JEFFERSON AVE
REDWOOD CITY CA 94062

APN 058-0262-012-0000

IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

APN 056-0400-058-0000

IRENE DISCH
11124 CILKER RIVER WAY
RANCHO CORDOVA CA 95670

APN 056-0410-003-0000

KURT C & KIM K MATHEWS
11126 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000

SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

APN 058-0261-026-0000

CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

APN 058-0261-032-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-039-0000

CHURCH INVESTORS
EXTENSION FUND INC
45 S PARK #203
GLEN ELLYN IL 60137

APN 058-0261-048-0000

KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

APN 058-0261-052-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 058-0262-013-0000

BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

ATTACHMENT 2**APN 058-0262-014-0000**

TPC I LLC
2481 SUNRISE BLVD
RANCHO CORDOVA CA 95670

APN 058-0262-015-0000

JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

APN 058-0262-021-0000

COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

APN 056-0400-028-0000

DOUG & GLORIA SUTTON
2185 TIBER RIVER DR
GOLD RIVER CA 95670

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

ATTACHMENT 2**APN 058-0262-015-0000 **C004**

JOHN D CHANDLER
2483 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-032-0000 **C018

JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
2212 ATHENS RIVER CT
RANCHO CORDOVA CA 95670-

APN 056-0400-051-0000 **C018

PATRICIA J BOETTCHER
1425 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000 **C040

JUDY L LEE
2230 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-021-0000 **C004

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
2300 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-028-0000 **C004

PINEBROOK VILLAGE L P
2400 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-037-0000 **C004

WILLIAM R BANKS TRUST B
2301 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-047-0000

SUMMERSET ASSISTED LIVING
LLC
VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-050-0000 **C029

FOUNDATION FOR HEARING
RESEARCH INC
11100 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-021-0000 **C004

COUNTRY CLUB INVESTORS
2473 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0262-012-0000 **C004

IN N OUT BURGERS
2475 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-043-0000 **C018

STEVEN C TO
1404 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000 **C018

STAN E & RENEE A MALINKY
1441 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-026-0000 **C004

CONRAD RIVERGATE LLC
2310 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-032-0000 **C004

PINEBROOK VILLAGE L P
1931 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-039-0000 **C004

CHURCH INVESTORS
EXTENSION FUND INC
1950 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-048-0000 **C004

KC PROPCO LLC
2329 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-052-0000 **C004

HELEN HILLS LP
1941 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 056-0400-031-0000 **C018

PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
2216 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000 **C018

ROSALBA VEGA
1409 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000 **C040

SILLS SUN RIVER LLC
2286 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-017-0000 **C004

FREEDOM TRUST
1940 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-027-0000 **C004

CONRAD RIVERGATE LLC
2352 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-033-0000 **C004

PINEBROOK VILLAGE L P
2474 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-044-0000 **C029

LATHI FAMILY PARTNERSHIP
11082 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0261-049-0000 **C029

N NEVADA
11092 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-001-0000 **C004

RANA REAL ESTATE LLC
2401 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0330-006-0000

CARIZONA RANCHO LLC
2295 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0385-001-0000

ALAN RUSSELL BECK
1449 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-029-0000

CHRISTOPHER M & JENNY R
CHINN
2189 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-032-0000

JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
6017 SOUTHERNESS DR
EL DORADO HILL CA 95762

APN 056-0400-038-0000

MTW LIMITED PARTNERSHIP
2209 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-041-0000

NGA TRAN
1412 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-044-0000

MARY ANN & GEORGE SERIO
1400 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000

ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

APN 056-0400-050-0000

ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-053-0000

LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0383-013-0000

DAVID M BACCUS
1448 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0385-002-0000

MIKE & ANN PETRIE
1453 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-030-0000

STEVE EUGENE & MELODIE R
COREY
2193 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-033-0000

DEBRA EVERETT
2208 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-039-0000

JOSEPH RUST
2213 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-042-0000

CHARLES K EDEN
1408 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-045-0000

ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-048-0000

ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-051-0000

PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

APN 056-0400-054-0000

STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

ATTACHMENT 2

APN 056-0385-014-0000

PATRICIA J & ROBERT F SITZE
1452 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-027-0000

MICHAEL G OHALLORAN
2181 TIBER RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-031-0000

PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
PO BOX 2248
FAIRFIELD CA 94533

APN 056-0400-037-0000

MARTINEZ FAMILY TRUST
2205 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-040-0000

JAMES C HARDIN
2217 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-043-0000

STEVEN C TO
3779 ASHRIDGE LN
SAN JOSE CA 95121

APN 056-0400-046-0000

KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-049-0000

SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-052-0000

LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000

STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

ATTACHMENT 2

APN 056-0400-056-0000

JOSEPH CATES
1445 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-001-0000

JOYCE E HARTGE
11136 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0410-004-0000

ROBERT D CLARK REVOCABLE
LIVING TRUST
11124 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000

JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

APN 058-0261-027-0000

CONRAD RIVERGATE LLC
431 I ST #201
SACRAMENTO CA 95814

APN 058-0261-033-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-044-0000

LATHI FAMILY PARTNERSHIP
PO BOX 1003
CITRUS HEIGHTS CA 95611

APN 058-0261-049-0000

N NEVADA
6648 FRANKLIN BLVD
SACRAMENTO CA 95823

APN 058-0262-001-0000

RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

APN 056-0400-057-0000

ALBERT & JERALDINE MINNING
1444 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0410-002-0000

ROBIN D MAYER
11132 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-001-0000

JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

APN

APN 058-0261-021-0000

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
PO BOX 4349
ANAHEIM CA 92803

APN 058-0261-028-0000

PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

APN 058-0261-037-0000

WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

APN 058-0261-047-0000

SUMMERSET ASSISTED LIVING
LLC
3462 STAGECOACH TRL
LOOMIS CA 95650

APN 058-0261-050-0000

FOUNDATION FOR HEARING
RESEARCH INC
3518 JEFFERSON AVE
REDWOOD CITY CA 94062

APN 058-0262-012-0000

IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

APN 056-0400-058-0000

IRENE DISCH
11124 CILKER RIVER WAY
RANCHO CORDOVA CA 95670

APN 056-0410-003-0000

KURT C & KIM K MATHEWS
11126 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000

SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

APN 058-0261-026-0000

CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

APN 058-0261-032-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-039-0000

CHURCH INVESTORS
EXTENSION FUND INC
45 S PARK #203
GLEN ELLYN IL 60137

APN 058-0261-048-0000

KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

APN 058-0261-052-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 058-0262-013-0000

BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

APN 058-0262-014-0000

TPC I LLC
2481 SUNRISE BLVD
RANCHO CORDOVA CA 95670

APN 058-0262-015-0000

JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

ATTACHMENT 2
APN 058-0262-021-0000

COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

www.avery.com
1-800-GO-AVERY

APN 056-0400-028-0000

DOUG & GLORIA SUTTON
2185 TIBER RIVER DR
GOLD RIVER CA 95670

Repliez à la hachure afin de
révéler le rebord Pop-up^{MC}

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

Sens de
chargement

Utilisez le gabarit AVERY® 5160®
lettres faciles à peeler

ATTACHMENT 2

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AGENDA ITEM 15.3

AVERY® 5160®



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APN 058-0262-015-0000 **C004

JOHN D CHANDLER
2483 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-032-0000 **C018
JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
2212 ATHENS RIVER CT
RANCHO CORDOVA CA 95670-

APN 056-0400-051-0000 **C018

PATRICIA J BOETTCHER
1425 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000 **C040

JUDY L LEE
2230 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-021-0000 **C004
JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
2300 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-028-0000 **C004

PINEBROOK VILLAGE L P
2400 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-037-0000 **C004

WILLIAM R BANKS TRUST B
2301 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-047-0000
SUMMERSET ASSISTED LIVING
LLC
VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-050-0000 **C029
FOUNDATION FOR HEARING
RESEARCH INC
11100 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-021-0000 **C004

COUNTRY CLUB INVESTORS
2473 SUNRISE BLVD
GOLD RIVER CA 95670

Repliez à la hauteur afin de
révéler le rebord Pop-up™
APN 058-0262-012-0000 **C004

IN N OUT BURGERS
2475 SUNRISE BLVD
GOLD RIVER CA 95670

APN 056-0400-043-0000 **C018

STEVEN C TO
1404 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000 **C018

STAN E & RENEE A MALINKY
1441 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-026-0000 **C004

CONRAD RIVERGATE LLC
2310 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-032-0000 **C004

PINEBROOK VILLAGE L P
1931 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-039-0000 **C004
CHURCH INVESTORS
EXTENSION FUND INC
1950 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-048-0000 **C004

KC PROPCO LLC
2329 VEHICLE DR
RANCHO CORDOVA CA 95670

APN 058-0261-052-0000 **C004

HELEN HILLS LP
1941 ZINFANDEL DR
RANCHO CORDOVA CA 95670

Utilisez le gabarit AVERY® 5160®
pour des lettres faciles à peindre
296
ATTACHMENT 12
APN 058-0261-012-0000 **C018
PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
2216 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

APN 056-0400-047-0000 **C018

ROSALBA VEGA
1409 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-002-0000 **C040

SILLS SUN RIVER LLC
2286 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-017-0000 **C004

FREEDOM TRUST
1940 ZINFANDEL DR
RANCHO CORDOVA CA 95670

APN 058-0261-027-0000 **C004

CONRAD RIVERGATE LLC
2352 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-033-0000 **C004

PINEBROOK VILLAGE L P
2474 SUNRISE BLVD
GOLD RIVER CA 95670

APN 058-0261-044-0000 **C029

LATHI FAMILY PARTNERSHIP
11082 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0261-049-0000 **C029

N NEVADA
11092 COLOMA RD
RANCHO CORDOVA CA 95670

APN 058-0262-001-0000 **C004

RANA REAL ESTATE LLC
2401 SUNRISE BLVD
GOLD RIVER CA 95670

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	The approved entitlement is for a Major Design Review to construct a new 5,574 square foot multi-tenant commercial building along Sunrise Boulevard (APN 058-0261-027-0000), as described in the City Council staff report dated May 19, 2014 and project plans (Exhibit A) date stamped March 13, 2014 and April 24, 2014 with the conditions herein, for project number DD8462.	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.	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.	On-Going	Planning/ Building /Public Works	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
5.	Signs are not approved with this permit. Signs must be reviewed under separate permit (Unified Sign Program and building permit) in accordance with Zoning Code Chapter 23.743.	On-Going	Planning/ Building	
Prior to Approval of Improvement Plans/Issuance of Building Permit				
6.	The conditions of approval shall be included on the final construction plans with reference to how they have and/or will be achieve prior to issuance of building permit.	Prior to Issuance of Building Permit / On- Going	Planning/ Building /Public Works	
7.	The final landscape plan must be submitted and reviewed in accordance with Zoning Code Chapter 23.716. The final landscape and irrigation plans shall be prepared by a registered licensed landscape architect and reviewed by Planning prior to issuance of building permit.	Prior to Issuance of Building Permit	Planning/ Building	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
8.	Security peep holes are placed in doors on the eastern perimeter of the building.	Prior to Issuance of Building Permit	Planning/ Police	
9.	Storm Water Drainage Maintenance District. Prior to the recordation of the first final subdivision map, property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to issuance of building permit	Public Works	
10.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any 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 fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to issuance of building permit	Public Works	
11.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to issuance of building permit	Public Works	
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	

Conditions of Approval

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
13.	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 • Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, driveways, curb and gutter per City Standard <u>on Zinfandel Drive property frontage</u>. Any obstructions to the sidewalk shall be relocated behind back of walk. • Modify the westbound lane drop on Zinfandel Drive to extend two full lanes to the west side of the driveway entrance to the shopping center: ■ The merge shall begin west of the first driveway accessing the center. ■ Widen Zinfandel Drive to maintain a minimum lane width of 11 feet. ■ The extent of the westbound bicycle lane shall not be reduced. Widen Zinfandel Drive as necessary to maintain the bicycle lane and travel lanes. ■ Relocate utilities as necessary. ■ Sidewalk width shall not be reduced. Widen to the north. • Modify the Trinity River driveway including, but not limited to: ■ Provide a standard—radius at corners <u>and relocate pedestrian push buttons</u> to facilitate ingress and egress. This will require removal and replacement of concrete and utilities. ■ Eliminate conflicts between drive aisles and parking spaces in the aisle south of the intersection. ■ Utility relocations as necessary to accommodate	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	- 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.			
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.	Prior to approval of improvement plans	Public Works	
15.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
16.	Number, size, and location of driveways are subject to approval by the Public Works Department	Prior to approval of improvement plans	Public Works	
17.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking 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.	Prior to approval of improvement plans	Public Works	
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. 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 will 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 owner.	Prior to issuance of Building Permit	Golden State Water Company	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
19.	Connection to the Sacramento Area Sewer District's sewer system shall be required to the satisfaction of Sacramento Area Sewer District (SASD). District Design Standards apply to sewer construction.	Prior to issuance of Building Permit	SASD	
20.	Each lot and each building with a sewage source shall have a separate connection to the SASD sewer system.	Prior to issuance of Building Permit	SASD	
21.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to issuance of Building Permit	SASD	
22.	The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.	Prior to issuance of Building Permit	SASD	
23.	Developing this property will require the payment of sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.	Prior to issuance of Building Permit	SASD	
Prior to Final Building Inspection / Issuance of Certificate of Occupancy				
24.	As-Built reproducible grading and improvement plans, 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.	Prior to final building inspection	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
25.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	
26.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney
Kate Cook, Associate City Attorney

SUBJECT: CONSIDERATION OF AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL AMENDING CHAPTERS 6.84, 4.07, AND 23.1101 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO SMOKING, ELECTRONIC SMOKING DEVICES, TOBACCO SALES TO MINORS, TOBACCO RETAILER LICENSES, AND THE DEFINITION OF A "SMOKE SHOP" RELATED TO THE SAME, WITH THE PURPOSE OF UPDATING THE CITY'S CLEAN INDOOR AND OUTDOOR AIR AND HEALTH PROTECTION REGULATIONS TO BETTER PROTECT INDIVIDUALS FROM THE NEGATIVE EFFECTS OF SECOND-HAND SMOKE FROM CIGARETTES AND ELECTRONIC SMOKING DEVICES.

RECOMMENDATION

Introduce and read by title only Ordinance No. 13-2014.

RESULT OF RECOMMENDED ACTION

Ordinance No. 13-2014 repeals the current outdated smoking ordinance and implements a streamlined set of regulations. The Ordinance treats electronic cigarettes like traditional cigarettes, effectively prohibiting them wherever the smoking of traditional cigarettes is prohibited. It also prohibits smoking on patios where food or beverages are consumed, and some additional outside public areas in the City. The Ordinance makes necessary changes to other sections of the Municipal Code that cross reference the Smoking Ordinance, such as the Zoning Code's definition of a "smoke shop" and provisions addressing business licenses for tobacco retailers. If the Ordinance passes first reading tonight, it will come back for a second reading and adoption at the June 2, 2014 Council meeting.

BACKGROUND

City Council has conducted two study sessions (March 3rd and April 7th of this year) on this topic, at which time staff was directed to make minor amendments to the draft Ordinance addressing the City's smoking regulations and bring the Ordinance back for introduction and first reading.

On March 3rd, Council directed staff to immediately amend the Municipal Code to treat electronic cigarettes like traditional cigarettes. The Council passed Ordinance No. 9-2014 at its April 21st meeting, which amended the Municipal Code to treat electronic cigarettes like regular cigarettes. Those amendments have been incorporated into this comprehensive Ordinance on smoking, which

City Council Staff Report
May 19, 2014

Ordinance No. 13-2014 Amending
Smoking Regulations

amounts to a rewrite of the City's current Ordinance. Council continued its discussion of other smoking regulations at the April 7th study session, where it directed staff to bring the draft Ordinance back for consideration with minor changes.

The Ordinance represents a "middle-of-the-road" approach to this issue. It is not as stringent as some cities' ordinances (banning smoking within apartment units, banning it in all outdoor public areas, etc.), but does treat electronic cigarettes like conventional cigarettes, prohibits smoking at outdoor bar and restaurant areas where food or drinks are consumed as well as at public gatherings like farmers' markets and fairs.

The Ordinance addresses the following issues:

- (1) Regulation of electronic cigarettes (treating them like conventional cigarettes);
- (2) Regulation/prohibition of smoking in public outdoor areas, such as areas where food or drinks are served, retail areas, parks, recreation areas, places where the public is awaiting service (ATMs, ticket lines, bus and light rail stops);
- (3) Regulation/prohibition of smoking in indoor common areas at multi-family residential properties;
- (4) Enforcement abilities;
- (5) General amendments to reflect changes in the law; and
- (6) Amendments to the definition sections related to tobacco retailers (within Title 4 of the RCMC regarding "Business Regulation") and smoke shops (within Title 23 of the RCMC, the "Zoning Code") to include electronic cigarettes and related products within such definitions where necessary. This will make it clear that such products are treated the same as traditional tobacco and cigarette products throughout the RCMC.

ANALYSIS

Overview of the law:

Laws related to smoking, secondhand smoke, and tobacco in California are in numerous statutes, including the Labor Code, the Government Code, the Health and Safety Code, the Education Code, the Penal Code, and the United States Code.

It is illegal in California to smoke on school campuses, in government buildings, at daycare facilities, within 25 feet of playgrounds, within 20 feet of an entrance, exit or window of a public building, and in health facilities.

It is also illegal in California to smoke in any enclosed place of employment. There are exceptions to this rule, including: Up to 65% of hotel/motel guest rooms; up to 25 or 50% (depending on the total square footage) of hotel/motel lobbies; meeting and banquet rooms in hotels, except when food is present; retail tobacco shops and private smoking lounges within a shop; employee break rooms meeting strict design standards; and small businesses with five or fewer employees, and when the smoking area is not accessible to minors, all employees have consented to allow smoking, and certain ventilation and exhaust standards are met.

Local smoking regulations:

Cities have the authority to enact local regulations that are more stringent than state law on secondhand smoke. Local regulations on smoking are intended to address both the health impacts of the activity to nonsmokers and the undesired impacts (odor, irritants) of smoking. Such

ordinances are within the authority of a city to pass laws to protect the public health and welfare, as well as a city's authority to regulate public nuisances. The United States Surgeon General has declared that there is no safe level of exposure to secondhand smoke.

Electronic cigarettes:

Electronic cigarettes are devices that emit doses of vaporized nicotine or other substances that are inhaled by the user. Most use battery-powered heat to vaporize a liquid solution held in the mouthpiece of the device. Many cities have enacted regulations on electronic cigarettes, a growing trend in the tobacco business. Some examples of the more than 44 cities and counties that have passed prohibitions on electronic cigarettes include the cities of Los Angeles, Walnut Creek, Mountain View, Los Altos, Arcadia, Temecula, Santa Barbara, and Eureka.

Existing state law makes it illegal to sell or give electronic cigarettes to minors, but does not extend smoking prohibitions to electronic cigarettes. A recent national survey by the Centers for Disease Control and Prevention revealed that use of electronic cigarettes by middle and high school students is increasing. Many e-cigarette cartridges come in flavors that may appeal to children and teens, such as cotton candy and bubble gum.

According to the California Medical Association, the safety of electronic cigarettes is currently unknown. The devices have yet to be submitted to the U.S. Food and Drug Administration for approval. A 2009 study by the U.S. Food and Drug Administration found that electronic cigarettes contain carcinogens and toxic chemicals (although at lower levels than those within cigarettes) to which users and bystanders could be exposed. In 2013, University of California researchers determined that many of the elements identified in electronic cigarette vapor are known to cause respiratory distress and disease. However, some smokers successfully use electronic cigarettes to help them quit or reduce their tobacco intake, and studies support this. Much of the uncertainty surrounding the effects of electronic cigarettes is due to inaccurate nicotine content labeling, variations in nicotine related impurities in cartridges among manufacturers, and the varying levels of metal and silicate particle concentrations in electronic cigarette particles.

An effort to classify electronic cigarettes like other tobacco products within current state advertising and use laws, Senate Bill 648, passed the California Senate and was postponed in committee in August. It may be revived in 2014. The federal government has banned the use of electronic cigarettes on airplanes. Additionally, the U.S. Food and Drug Administration is developing regulations for electronic cigarettes, which could make them subject to requirements for ingredient listing, user fees, and manufacturing requirements.

Outdoor smoking regulations:

Many cities prohibit smoking in outdoor areas of restaurants, at city parks, and at all places of employment. According to the American Lung Association, 73 municipalities in California prohibit smoking in all outdoor dining areas, 113 restrict smoking at public events, and 45 restrict smoking on sidewalks in commercial areas.¹ Cities with total bans on smoking in outdoor dining areas include Oakland, Union City, Berkeley, Malibu, Pasadena, Santa Monica, Morro Bay, Healdsburg, and San Jose.

¹ American Lung Association, *List of Municipalities that Restrict Smoking in Outdoor Dining Areas March 2014*; and *State of Tobacco Control 2014*.

Multifamily smoking regulations:

Other cities have enacted strict regulations on smoking at multifamily residential properties, including banning smoking within individual units and patios, and at outdoor common areas such as pools and playgrounds. Some cities even require specific language on smoking within private lease agreements and make violators liable to other tenants and the landlord for violations. State law only prohibits smoking in indoor common areas of multifamily properties, such as hallways and laundry rooms (because these are considered “places of employment”).

Application of City smoking ordinance to Cordova Recreation and Park District property:

The Cordova Recreation and Park District (CRPD) has the authority to enact regulations regarding the use of its property. It has adopted by reference the park regulations within the Sacramento County Code, including those on smoking. Section 9.36.057 of the Sacramento County Code states that “(n)o person shall smoke any substance in any area designated as a nature trail or nature park area or in or on any park facility where smoking is prohibited.” Smoking is specifically prohibited at all of CRPD parks and facilities, and therefore additional smoking regulations for CRPD properties are not necessary.

The City Clerk and City Attorney have some 300-plus pages of reports and studies related to this topic available to Council and the public upon request.

ATTACHMENTS

1. Ordinance 13-2014 on Smoking Regulations.
2. Various news articles and information related to the topic.

2273873.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA ORDINANCE NO. 13-2014

AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL AMENDING CHAPTERS 6.84, 6.86, 4.07, AND 23.1101 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO SMOKING, ELECTRONIC SMOKING DEVICES, TOBACCO SALES TO MINORS, TOBACCO RETAILER LICENSES, AND THE DEFINITION OF A “SMOKE SHOP,” WITH THE PURPOSE OF UPDATING THE CITY’S CLEAN INDOOR AND OUTDOOR AIR AND HEALTH PROTECTION REGULATIONS TO BETTER PROTECT INDIVIDUALS FROM THE NEGATIVE EFFECTS OF SECOND-HAND SMOKE FROM CIGARETTES AND ELECTRONIC SMOKING DEVICES

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

Section 1. Purpose and Declarations.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- Tobacco-related illness is the leading cause of preventable death in the United States, accounting for about 443,000 deaths each year;¹ and
- Scientific studies have concluded that tobacco use can cause chronic lung disease, coronary heart disease and stroke, in addition to cancer of the lungs, larynx, esophagus, and mouth;² and
- Some of the most common types of cancers, including stomach, liver, uterine, cervix, and kidney are related to tobacco use;³ and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;⁴ and

¹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation’s Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

² US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation’s Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

³ Leistikow B, Zubair K, Connolly GN, et al. “Male Tobacco Smoke Load and Non-Lung Cancer Mortality Associations in Massachusetts.” *BMC Cancer*, 8:341, 2008. Available at: www.biomedcentral.com/1471-2407/8/341.

⁴ US Department of Health and Human Services, Office of the Surgeon General. *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General*. 2010, p. 9. Report highlights available at: www.surgeongeneral.gov/library/tobaccosmoke/factsheet.html.

ATTACHMENT 1

- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;⁵ and
- The California Environmental Protection Agency included secondhand smoke on the Proposition 65 list of chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm;⁶ and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Secondhand smoke is responsible for as many as 3,000 deaths from lung cancer and 46,000 deaths from heart disease among nonsmokers each year in the United States;⁷ and
- Exposure to secondhand smoke increases the risk of coronary heart disease by approximately thirty percent;⁸ and
- Secondhand smoke exposure causes lower respiratory tract infections, such as pneumonia and bronchitis, in as many as 300,000 children in the United States under the age of 18 months each year, and exacerbates childhood asthma;⁹ and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- The total annual economic burden of smoking in the United States is \$193 billion;¹⁰ and
- From 2001-2004, the average annual health care expenditures attributable to smoking were approximately \$96 billion;¹¹ and

⁵ Resolution 06-01, Cal. Air Resources Bd. (2006) at 5. Available at: www.arb.ca.gov/regact/ets2006/res0601.pdf; see also California Environmental Protection Agency, Air Resources Board. *News Release, California Identifies Secondhand Smoke as a "Toxic Air Contaminant."* Jan. 26, 2006. Available at: www.arb.ca.gov/newsrel/nr012606.htm.

⁶ California Environmental Protection Agency, Office of Environmental Health Hazard Assessment. *Chemicals Known to the State to Cause Cancer or Reproductive Toxicity*. 2006, p. 8 & 17. Available at: www.oehha.ca.gov/prop65/prop65_list/files/P65single081106.pdf.

⁷ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

⁸ Barnoya J and Glantz S. "Cardiovascular Effects of Secondhand Smoke: Nearly as Large as Smoking." *Circulation*, 111: 2684-2698, 2005. Available at: www.circ.ahajournals.org/cgi/content/full/111/20/2684.

⁹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Tobacco_AAG_2011_508.pdf.

¹⁰ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Economic Facts about U.S. Tobacco Production and Use*. Available at: www.cdc.gov/tobacco/data_statistics/fact_sheets/economics/econ_facts/index.htm#costs (last updated March 9, 2011).

¹¹ US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Economic Facts about U.S. Tobacco Production and Use*, www.cdc.gov/tobacco/data_statistics/fact_sheets/economics/econ_facts/index.htm#costs (last updated March 9, 2011).

ATTACHMENT 1

- The medical and other costs to nonsmokers due to exposure to secondhand smoke were estimated at over \$10 billion per year in the United States in 2005;¹² and
- California's Tobacco Control Program saved the state and its residents \$86 billion in health care expenditures between the year of its inception, 1989, and 2004, with savings growing yearly;¹³ and
- Indoor smoking bans have been attributed with reductions in calls for ambulances and reductions in deaths attributed to heart attacks;¹⁴ and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke does occur at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on the direction and amount of wind and number and proximity of smokers;¹⁵ and
- Irritation from secondhand smoke begins at levels as low as 4 micrograms per cubic meter, and in some outdoor situations this level can be found as far away as 13 feet from the burning cigarette;¹⁶ and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times as compared to background levels, with maximum levels reaching the "hazardous" range on the US EPA's Air Quality Index;¹⁷ and

¹² Behan DF, Eriksen MP and Lin, Y. *Economic Effects of Environmental Tobacco Smoke*. Schaumburg, IL: Society of Actuaries, 2005, p. 2. Available at: [www.soa.org/files/pdf/ETSReportFinalDraft\(Final%203\).pdf](http://www.soa.org/files/pdf/ETSReportFinalDraft(Final%203).pdf); see also US Department of Health and Human Services, Centers for Disease Control and Prevention. *Fact Sheet – Fast Facts*, www.cdc.gov/tobacco/data_statistics/fact_sheets/fast_facts/index.htm (last updated March 9, 2011).

¹³ Lightwood JM, Dinno A and Glantz SA. "Effect of the California Tobacco Control Program on Personal Health Care Expenditures." *PLoS Med*, 5(8): e178, 2008. Available at: www.plosmedicine.org/article/info:doi/10.1371/journal.pmed.0050178.

¹⁴ Franklin D. *Smoking Ban Tilts Odds Against Ambulance Calls from Casinos*. Available at: <http://www.npr.org/blogs/health/2013/08/05/209149956/smoking-ban-in-casinos-linked-to-fewer-caller-for-ambulances>; Shute N. *After Smoking Is Banned, Heart Attacks Drop*. Available at <http://www.npr.org/blogs/health/2012/10/29/163889012/after-smoking-is-banned-heart-attacks-drop>.

¹⁵ Klepeis NE, Ott WR, and Switzer P. *Real-Time Monitoring of Outdoor Environmental Tobacco Smoke Concentrations: A Pilot Study*. San Francisco: University of California, San Francisco and Stanford University, 2004, p. 80, 87. Available at: http://exposurescience.org/pub/reports/Outdoor_ETS_Final.pdf; see also Klepeis NE, Ott WR and Switzer P. "Real-Time Measurement of Outdoor Tobacco Smoke Particles." *Journal of the Air & Waste Management Association*, 57: 522-534, 2007. Available at: www.ashaust.org.au/pdfs/OutdoorSHS0705.pdf.

¹⁶ Junker MH, Danuser B, Monn C, et al. "Acute Sensory Responses of Nonsmokers at Very Low Environmental Tobacco Smoke Concentrations in Controlled Laboratory Settings." *Environmental Health Perspectives*, 109(10):1045-1052, p. 1049-51, 2001. Available at: www.pubmedcentral.nih.gov/picrender.fcgi?artid=1242082&blobtype=pdf; Repace JL. "Benefits Ordinance No. of Smoke-Free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles." *William Mitchell Law Review*, 34(4): 1621-1638, p. 1626, 2008. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.

¹⁷ Kaufman P, Zhang, B, Bondy S, et al. "Not just 'a few wisps': real-time measurement of tobacco smoke at entrances to office buildings." *Tobacco Control*. Published Online First: 21 December 2010. doi:10.1136/tc.2010.041277. Abstract available at:

(footnote continued)

ATTACHMENT 1

- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 25 feet away from the source of the smoke, about the width of a two-lane road;¹⁸ and

WHEREAS, cigarette butts pose a health threat to young children and are a major and persistent source of litter; and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs, as evidenced by the following:

- Cities with smoke-free laws see an appreciable reduction in hospital admittances for heart attacks in the months and years after such laws are passed;¹⁹ and
- Smoking bans help people reduce the number of cigarettes they smoke or to quit altogether;²⁰ and
- Strong smoking regulations for restaurants decrease the number of children who transition from experimenting with smoking to becoming actual smokers;²¹ and

WHEREAS, the safety and efficacy of electronic cigarettes is still unknown and electronic cigarettes deliver an unknown mix of potentially carcinogenic and toxic compounds, as evidenced by the following: a) nicotine content labeling is not accurate with some electronic cigarette manufacturers;²² b) nicotine related impurities content in cartridges and refills vary by electronic cigarette manufacturer;²³ and c) the concentrations of some metal and silicate particles in electronic cigarette aerosol were higher than or equal to the levels contained in conventional cigarette smoke;²⁴ and

<http://tobaccocontrol.bmj.com/content/early/2010/12/21/tc.2010.041277.abstract>.

¹⁸ Repace JL. “Benefits of Smoke-Free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles.” *William Mitchell Law Review*, 34(4): 1621-1638, p. 1626, 2008. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.

¹⁹ US Department of Health and Human Services, Centers for Disease Control and Prevention. “Reduced Hospitalizations for Acute Myocardial Infarction After Implementation of a Smoke-Free Ordinance – City of Pueblo, Colorado, 2002 – 2006.” *Morbidity and Mortality Weekly Report*, 57(51&52): 1373-1377, 2009. Available at: www.cdc.gov/mmwr/preview/mmwrhtml/mm5751a1.htm; Glantz SA. “Meta-Analysis of the Effects of Smokefree Laws on Acute Myocardial Infarction: An Update.” *Preventive Medicine*, 47(4): 452-453, 2008. Abstract available at: www.ncbi.nlm.nih.gov/pmc/articles/PMC2927851/?tool=pubmed.

²⁰ Neighmond P. “Smoking Bans Help People Quit, Research Shows.” *National Public Radio*, October 25, 2007, www.npr.org/templates/story/story.php?storyId=15610995.

²¹ Siegel M, Albers AB, Cheng DM, et al. “Local Restaurant Smoking Regulations and the Adolescent Smoking Initiation Process: Results of a Multilevel Contextual Analysis Among Massachusetts Youth.” *Archives of Pediatrics and Adolescent Medicine*, 162(5): 477-483, 2008. Available at: <http://archpedi.ama-assn.org/cgi/reprint/162/5/477.pdf>.

²² Trehy ML, Ye W, et al. “Analysis of Electronic Cigarette Cartridges, Refill Solutions, and Smoke for Nicotine and Nicotine Related Impurities.” *Journal of Liquid Chromatography & Related Technologies*, 34:1442–1458, 2011.

²³ *Id.*

²⁴ Williams M, Villarreal A, Bozhilov K, Lin S, Talbot P (2013) Metal and Silicate Particles Including Nanoparticles Are Present in Electronic Cigarette Cartomizer Fluid and Aerosol. *PLoS ONE* 8(3): e57987. doi:10.1371/journal.pone.0057987

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WHEREAS, the U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed,²⁵ suggesting that the same concerns present with secondhand smoke from conventional cigarettes may exist with electronic cigarettes; and

WHEREAS, it is unlawful to sell or furnish electronic cigarettes to minors,²⁶ however minors are still able to obtain access to electronic cigarette products. A national survey revealed that between 2011 and 2012, middle school students who reported ever using electronic cigarettes increased from 1.4% to 2.7% and current use of electronic cigarettes increased from 0.6% to 1.1%.²⁷ The same survey found that high school students who reported ever using electronic cigarettes increased from 4.7% to 10.0% while current use increased from 1.5% to 2.8%; and

WHEREAS, state law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions;²⁸ and state law prohibits smoking within 20 feet of entryways and operable windows of government buildings;²⁹ and

WHEREAS, there is no Constitutional right to smoke;³⁰ and

WHEREAS, it is the intent of the City Council, in enacting this Ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy environment in the City.

Section 2. Amendment of Code. Chapter 6.84 of the Rancho Cordova Municipal Code is hereby retitled as the chapter on “Regulation of Smoking.”

Section 3. Amendment of Code. Chapter 6.84 of the Rancho Cordova Municipal Code, to be titled “Regulation of Smoking,” is hereby amended to read as follows:

6.84.010 Findings and Purpose.

The City Council finds as follows:

A. The purpose of this Chapter is to protect the public health and welfare by regulating smoking in public places and places of employment, and to strike a reasonable balance between the desires of persons who smoke and the need of nonsmokers to breathe smoke-free air, as air pollution caused by smoking is an offensive annoyance, irritant, public nuisance, and health hazard. Where these interests are in conflict, the need to breathe smoke-free air shall have priority.

²⁵ US Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at: www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm.

²⁶ Cal. Health & Safety Code § 119405 (West 2013).

²⁷ Centers for Disease Control and Prevention. *Electronic Cigarette Use Among Middle and High School Students—United States, 2011-2012. Morbidity and Mortality Weekly Report*. September 6, 2013 (survey results are available at http://www.cdc.gov/tobacco/data_statistics/surveys/nyts.)

²⁸ Cal. Health & Safety Code § 104495 (West 2008).

²⁹ Cal. Gov’t Code § 7597 (West 2008).

³⁰ Public Health Law & Policy, Technical Assistance Legal Center. *There Is No Constitutional Right to Smoke*. 2005. Available at www.phlpnet.org/tobacco-control/products/there-no-constitutional-right-smoke.

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B. Numerous studies have found that tobacco smoke, including secondhand smoke, is a major contributor to indoor air pollution and a significant health hazard and carcinogen to smokers and nonsmokers, and the number of nonsmokers is steadily increasing in this region.

C. Employees subject to prolonged exposure to smoke in the workplace have been found in scientifically conducted studies to experience a loss of job productivity and have been forced to take periodic sick leave due to reactions to secondhand smoke.

D. The U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed, suggesting that the same health and public nuisance concerns present with conventional cigarettes exist with electronic cigarettes.

6.84.020 Definitions.

A. "Bar" means an area in which the serving of food is only incidental to the consumption of alcoholic beverages and where no persons under the age of eighteen years are allowed to enter except to travel to the restroom facilities. The term "bar" shall not include an adjacent restaurant dining area when meals are being served.

B. "Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods and services are sold, as well as professional corporations and other entities under which professional services are delivered.

C. "Child care facilities" means any family day care home regulated by Sections 1597.30 through 1597.621 of the California Health and Safety Code, and any day care center for children regulated by Section 1596.90 et seq. of the California Health and Safety Code. It does not include foster homes or residential child care facilities.

D. "Cigarette" means any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape and irrespective of whether the tobacco is flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material, except where such wrapper is wholly or in the greater part made of tobacco and such roll weighs over three pounds per thousand, as defined in Revenue and Taxation Code Section 30003, as it may be subsequently amended or superseded.

E. "Dining area" means any area, including streets and sidewalks, that is available to or commonly used by the general public or an employee and which is designated, established or regularly used for the consumption of food or drink.

F. "E-cigarette" or "electronic cigarette" or "electronic smoking device" means any electronic or battery-operated device, the use of which resembles smoking, that can be used to deliver an inhalable dose of nicotine or other substances by delivering a vaporized solution. "E-Cigarette," "electronic cigarette," or "electronic smoking device" includes any such electronic smoking device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or

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descriptor. “E-Cigarette,” “electronic cigarette,” or “electronic smoking device” does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

G. “Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those employed full-time, part-time, temporary or contracted for from a third party; “employee” also means any person who performs services as a volunteer or intern for a business or nonprofit entity.

H. “Employer” means any person, business, corporation, entity, partnership, municipal corporation or agency, or nonprofit entity which employs the services of one or more persons, and includes the City.

I. “Enclosed” means closed in by a roof and three or more connected, floor-to-ceiling walls with appropriate openings for ingress and egress.

J. “Multifamily residential property,” for purposes of this Chapter, means residential property containing three or more total units with one or more shared walls, floors or ceilings, including but not limited to rental complexes, apartments, residential cooperatives, condominium complexes, senior citizen residences, assisted living complexes and skilled nursing facilities. “Multifamily residential property” does not include:

- (1) A hotel or motel that meets the requirements of Civil Code section 1940(b)(2);
- (2) A mobile home park;
- (3) A campground;
- (4) A single-family residence;
- (5) A single-family home with a detached in-law or second unit when permitted pursuant to local ordinance and/or applicable state law.

K. “Mall” means enclosed public walkway or hall area which serves to connect retail or professional establishments, whether publicly or privately owned.

L. “Nonprofit entity” means any corporation, unincorporated association or other entity created for charitable, philanthropic, educational, character-building, political, social or other similar purposes, the net proceeds from the operation of which are not for private financial gain. A public agency is not a nonprofit entity within the meaning of this Chapter.

M. “Open space” means any lot or area of land or water essentially or partially unimproved and set aside, dedicated, designated or reserved for public use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

N. “Place of employment” means any enclosed area under the control of a public, nonprofit, or private employer which employees normally frequent during the course of employment, including but not limited to work areas, employee lounges and restrooms, conference rooms and classrooms, vehicles, taxis, employee cafeterias or eating places, and hallways. A private residence is not a place of employment for the purposes of this Chapter, unless it is used as a child care or health

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care facility, or unless it is used for a permitted home occupation having one or more employees, or which is visited by the public twice a month or more.

O. "Private club" means any eating establishment, organization, club, boardinghouse or guesthouse which gives or offers food for sale to the public, guests, patrons or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering functions, except that the term "restaurant" shall not include bars.

P. "Recreational area" means any area that is publicly owned or controlled and open to the general public for recreational purposes. The term "recreational area" includes but is not limited to parks, picnic areas, playgrounds, sports fields, open space, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, skateboard parks, and ice-skating rinks, but does not include golf courses.

Q. "Service area" means any publicly or privately owned area, including streets and sidewalks, that is designated to be used or is regularly used by one or more persons to wait for or receive a service or make a transaction, whether or not such service or transaction involves the exchange of money. The term "service area" includes automated teller machine waiting areas, all bus stops, light rail stops, and other local public transit facilities.

R. "Smoke" means the gases, particles or vapors released into the air by combustion, electronic ignition or vaporization when the apparent or usual purpose of the combustion, electronic ignition or vaporization is human inhalation of the resulting combustion products, including but not limited to tobacco smoke, cigarette smoke, marijuana smoke, and gases, aerosol or vapor released by the ignition of e-cigarettes or electronic smoking devices. "Smoke" does not include the product of combustion of incense or similar products when used solely for olfactory purposes and not containing tobacco or nicotine.

S. "Smoking" means engaging in an act that generates smoke, as defined in Section 6.84.020(R) of the RCMC, including but not limited to the lighting or possession of a lighted pipe, cigar, cigarette, or hookah water pipe, an operating e-cigarette or electronic smoking device, as defined in Section 6.84.020(F) of the RCMC, or a lighted smoke inhalation device of any kind that generates smoke of any kind, from tobacco, marijuana, any liquid cartridge, or any other weed or plant. Smoking does not mean the operation of any device or product specifically approved by the United States Food and Drug Administration for the use in mitigation, treatment, or prevention of disease.

T. "Sports arena" means any sports pavilion, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, pool hall, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports events.

U. "Tobacco product" shall mean any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, chewing tobacco, e-cigarette or electronic smoking device as defined in Section 6.84.020(F) of the RCMC, or any other form of tobacco or product containing at least fifty percent tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion. "Tobacco product" shall not include any cessation product specifically approved by the United

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States Food and Drug Administration for use in treating nicotine or tobacco dependence, unless such product emits smoke as defined by Section 6.84.020(R) of the RCMC.

V. "Unenclosed area" means any area that is not an enclosed area.

W. "Work area" or "workplace" means any area of a place of employment enclosed by floor-to-ceiling walls in which two or more employees are assigned to perform work for an employer.

6.84.030 Regulation of Smoking in Places Accessible to the General Public.

This Chapter shall not be interpreted to permit smoking where it is otherwise restricted by other applicable laws.

A. Smoking shall be prohibited in the following public places and other public places similarly situated in the City, including but not limited to the following areas:

(1) All enclosed areas available to and customarily used by the general public and all areas of business establishments generally accessible to the public, including but not limited to the public areas of retail stores, banks, and other offices;

(2) Elevators, escalators, and stairways;

(3) Public restrooms;

(4) Service areas;

(5) Busses, light rail, and other means of public transit;

(6) All reception and waiting areas;

(7) Galleries, libraries and museums;

(8) Within any facility which is primarily used for or designed for the primary purpose of exhibiting any motion picture, stage drama, lecture, musical recital or other similar performance, except when smoking is part of a stage production;

(9) Sports arenas and convention halls;

(10) Video arcades, bingo parlors, card rooms, game rooms, pool halls, dance halls, and other amusement centers;

(11) Child day care facilities as defined in the California Health and Safety Code and private residences used as family day care homes;

(12) Rooms, chambers or other enclosed areas where a meeting is being held which is or can be attended by the general public;

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- (13) Retail food marketing establishments, including grocery stores and supermarkets;
- (14) Restaurants, including those in private clubs;
- (15) Restaurant/bar combinations, including those in private clubs;
- (16) Bars, including those in private clubs;
- (17) Theater/bar combinations;
- (18) Laundromats;
- (19) Beauty shops and parlors;
- (20) Malls;
- (21) Polling places;
- (22) Enclosed areas which share air space, including but not limited to air conditioning, heating, or other ventilation systems, entries, doorways, hallways, and stairways, with other enclosed areas in which smoking is prohibited unless specific regulations are otherwise established by this RCMC;
- (23) Places of employment;
- (24) Hotel lobbies and at least 55 percent of guestroom accommodations in a hotel, motel, or similar transient lodging establishment;
- (25) Government buildings and facilities;
- (26) Smoking shall be prohibited in the following public unenclosed and outdoor areas, and smoking, except while passing on the way to another destination, shall be prohibited within 20 feet of or close enough to the following areas for smoke to travel into an area or building where smoking is prohibited, whichever is greater:
 - (a) Public events, including but not limited to sports events, farmers markets, festivals, concerts, entertainment, speaking performances, ceremonies, pageants and fairs,
 - (b) Dining areas provided by eating establishments and bars, including outdoor patio areas,

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- (c) Entrances and exits to enclosed public areas,
- (d) Within the entryway of any enclosed public area,
- (e) Stairways,
- (f) Within courtyards and other areas where air circulation may be impeded by architectural, landscaping other barriers,
- (g) Areas not open to the sky,
- (h) Any place where people are using or waiting for a service, entry or transaction, including but not limited to ATMs, bank teller windows, telephones, ticket lines, bus stops and cab stands,
- (i) Any place where food and/or drink is offered for sale and within 20 feet of such place,
- (j) Children's play areas,
- (k) Public gardens,
- (l) Open windows of any enclosed public area,
- (m) Plazas, and
- (n) Parks, open space, trails, and recreation areas.

6.84.040 Regulation of Smoking at Multifamily Residential Properties

- A. Owners and property managers of multifamily properties may adopt policies imposing stricter smoking regulations than those enacted by this Chapter.
- B. Smoking is prohibited within indoor common areas at multifamily residential properties. "Indoor common areas" means any indoor area on the property which residents of more than one unit are entitled to enter and/or use, including but not limited to halls, lobbies, courtyards, elevators, stairs, community rooms, gym or health facilities, indoor swimming pool areas, storage areas, shared restrooms, shared laundry rooms, shared cooking facilities, and shared eating areas.
- C. Owners or property managers of multifamily residential properties within the City must disclose to all rental applicants the property's smoking policies and information on which units are designated as nonsmoking. Disclosure shall mean written notice of smoking policies and information on which units are designated as nonsmoking. Rental applicant shall mean any

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individual who submits a completed rental application. Disclosure shall occur prior to the collection of any application or credit check fee or charge.

6.84.050 Prohibition Against Permitting Smoking.

No person, landlord, or employer shall knowingly permit smoking in an area which is under his or her legal or de facto control and in which smoking is prohibited by this Chapter, unless otherwise required by state or federal law.

6.84.060 Posting of Signs.

A. Each owner, operator, manager or other person having control of an establishment or facility within which smoking is regulated by this Chapter shall conspicuously post in every place where smoking is prohibited "No Smoking" signs (or the international "No Smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it), whichever are appropriate, with letters not less than one inch in height.

B. An owner, operator, or manager of a building wherein, pursuant to these regulations, there is no smoking permitted in any space in the building may limit the "No Smoking" postings to first floor entrances and exits and to the elevator lobby areas of all other floors.

C. Motels and hotels will prominently post in the lobby a sign notifying patrons of the availability of nonsmoking accommodations. The rooms so designated will be posted as nonsmoking rooms and ashtrays will be removed.

6.84.070 Power to Adopt More Restrictive Smoking Policies.

Notwithstanding any other provisions of this Chapter, any owner, operator, manager, employer, or other person who controls any establishment or place of employment regulated by this Chapter, may adopt policies relating to smoking which are more restrictive than those provided herein.

6.84.080 No Retaliation.

No person, employer, nonprofit entity, business, or entity shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this Chapter.

6.84.090 Enforcement and Penalties.

A. Each instance of smoking in violation of this Chapter shall constitute a separate violation. For violations other than smoking, each day of a continuing violation of this Chapter shall constitute a separate violation. The remedies provided in this Chapter are not intended to preclude any other remedy available in law or equity.

B. Any violation of this Chapter is hereby declared to be a public nuisance, and may be charged as such through the applicable sections of the RCMC.

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C. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

D. Penalty. Notwithstanding the provisions of RCMC 1.01.190 or any provision of this Section, a violation of any of the provisions of this Title, or failure to comply with any of the regulatory requirements of this Title, is an infraction. A fourth violation of this Title within a 12-month period may constitute a misdemeanor pursuant to Section 1.01.190(F)(2) of the RCMC.

Any person, whether as a principal or agent, employer or employee, who violates any of the provisions of this Title, or the rules and regulations of the City Manager or his or her designee, or health, law, or code enforcement officer established pursuant to the provisions of this Title is, upon conviction, guilty of an infraction.

Every infraction violation of this Title is punishable by:

1. A fine not exceeding \$100.00 for a first violation;
2. A fine not exceeding \$200.00 for a second violation of the same ordinance provisions within one year;
3. A fine not exceeding \$500.00 for each additional violation of the same ordinance provision within one year, unless such offense is charged as a misdemeanor.

E. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by an administrative or civil action brought by the City Attorney or City Prosecutor, including but not limited to administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

F. Any Person acting for the interests of his or herself, itself, its members, or the general public (hereinafter "Private Enforcer") may bring a civil action in any court of competent jurisdiction, including small claims court, to enforce this Chapter against any Person who has violated this Chapter two or more times. Upon proof of the violations, a court shall grant all appropriate relief, including: (1) awarding damages and (2) issuing an injunction or a conditional judgment. If there is insufficient or no proof of actual damages for a specific violation, the court shall award one hundred fifty dollars (\$150) for each violation as statutory damages.

1. Notwithstanding any other provision of this Chapter, a Private Enforcer may bring a civil action to enforce this Chapter only if the following requirements are met:

a. The Private Enforcer's civil action is begun more than sixty (60) days after the Private Enforcer has given written notice of the alleged violations of this Chapter to the City Attorney and to the alleged violator.

b. On the date the Private Enforcer's civil action is filed, no other Person acting on behalf of the City has commenced or is prosecuting an administrative, civil, or criminal action based, in whole or in part, upon any violation which was the subject of the Private Enforcer's notice.

c. A Private Enforcer shall provide a copy of his, her, or its action to the City Attorney within seven (7) days of filing it.

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2. Upon a settlement or judgment based, in whole or in part, upon any violation which was the subject of the Private Enforcer's notice, the Private Enforcer shall give the City Attorney notice of the settlement or judgment and final disposition of the case within thirty (30) days of the date of the settlement or judgment. No settlement by a Private Enforcer of a violation of this Chapter shall be valid or enforceable if, within thirty (30) days of receiving notice of the settlement, the City Attorney determines the settlement to be unreasonable in light of the purposes of this Chapter. Any settlement or judgment that does not meet the requirements of this subsection may be set aside upon motion to a court of competent jurisdiction by the City Attorney.

G. Except as otherwise provided, enforcement of this Chapter is at the sole discretion of the City. Nothing in this Chapter shall create a right of action in any person against the City or its agents to compel public enforcement of this Chapter against private parties.

Section 4. Amendment of Code. The definition of "e-cigarette, electronic cigarette, or electronic smoking device" is hereby added to Section 4.07.030, titled "Definitions," within Chapter 4.07 of the Rancho Cordova Municipal Code, titled "Tobacco Retailer License," to read as follows:

"E-cigarette" or "electronic cigarette" or "electronic smoking device" means any electronic or battery-operated device, the use of which resembles smoking, that can be used to deliver an inhalable dose of nicotine or other substances by delivering a vaporized solution. "E-Cigarette," "electronic cigarette," or "electronic smoking device" includes any such electronic smoking device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "E-Cigarette," "electronic cigarette," or "electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

Section 5. Amendment of Code. The definition of "Tobacco paraphernalia" within Section 4.07.030, titled "Definitions," within Chapter 4.07 of the Rancho Cordova Municipal Code, titled "Tobacco Retailer License," is hereby amended to read as follows:

"Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette-rolling machines, electronic cigarettes, e-cigarettes, electronic smoking devices, electronic cigarette cartridges, electronic smoking device cartridges and related products, and any other item designed or used for the smoking or ingestion of tobacco products.

Section 6. Amendment of Code. The definition of "tobacco product" within Section 4.07.030, titled "Definitions," within Chapter 4.07 of the Rancho Cordova Municipal Code, titled "Tobacco Retailer License," is hereby amended to read as follows:

"Tobacco product" shall mean any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, chewing tobacco, e-cigarette or electronic smoking device as defined in Section 6.84.020(F) of the RCMC, or any other form of tobacco or product containing at least fifty percent tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion. "Tobacco product" shall not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence, unless such product emits smoke as defined by Section 6.84.020(R) of the RCMC.

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Section 7. Amendment of Code. The definition of “smoke shop” within Section 23.1101.020, titled “Land use definitions,” of Chapter 23.1101 of the Rancho Cordova Municipal Code, titled “Land Use Descriptions,” is hereby amended to read as follows:

“Smoke shop” means an establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or products where fifteen (15) percent or more of the total floor or shelf area is devoted to selling tobacco products (as defined in Section 4.07.030 of the RCMC). Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition. Smoking, as defined in Section 6.84.020(S) of the RCMC, shall be prohibited within all smoke shops, unless the establishment has been formally permitted to operate a private smokers’ lounge under applicable state and local laws.

Section 8. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 9. Severability. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 10. 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 adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2187997.1



Position Statement
E-Cigarettes
November 2013

POSITION:

The American Lung Association:

- Supports including e-cigarettes in smokefree laws.
- Supports state laws that would prohibit the sale of any flavored e-cigarette product.
- Supports taxing e-cigarettes at a rate equivalent with all tobacco products, including cigarettes.
- Opposes creating a new definition for “vaping products” in state laws. This tactic, which the tobacco industry is promoting, has the potential to undermine existing tobacco control laws including smokefree laws and tobacco taxes.

BACKGROUND:

On April 25, 2011, the U.S. Food and Drug Administration (FDA) announced that e-cigarettes will be regulated as tobacco products unless the products are marketed as therapeutic (e.g. making a claim that e-cigarettes can help someone quit smoking). Much more research is needed about the potential health effects of e-cigarettes. The American Lung Association and its partners have urged the Obama Administration and FDA to move forward without delay to begin overseeing these products to determine the public health impacts of their use.

Nearly all e-cigarettes contain nicotine that is derived from tobacco. In 2010, courts ruled that e-cigarettes could be regulated as tobacco products under FDA’s Center for Tobacco Products (CTP), particularly since e-cigarette manufacturers “assert that their electronic cigarettes qualify as a tobacco product.”¹ If a company makes a therapeutic claim, the Center for Drug Evaluation and Research (CDER) arm of the FDA would regulate the product.

- According to the FDA, electronic cigarettes, or e-cigarettes, are devices that allow users to inhale a vapor containing nicotine or other substances.²
- Unlike traditional cigarettes, e-cigarettes are generally battery-operated and use an atomizer to heat a refillable cartridge that then releases a chemical-filled vapor.
- E-cigarettes are often available in flavors that may appeal to children and teens, including cotton candy, bubble gum, chocolate, strawberry and mint.³

Who Uses E-Cigarettes?

- An increasing number of youth: According to CDC, the number of students in grades 6-12 reporting having ever used an e-cigarette doubled from 3.3 percent to 6.8 percent from 2011 to 2012. Recent use of e-cigarettes among students grades 6-12 increased from 1.1 percent to 2.1 percent.⁴
- Former and current smokers: According to CDC, during 2010 to 2011, adults reporting that they have used an e-cigarette increased among both sexes, those aged 45-54 years old, non-Hispanic Whites, those living in the South, and current and former smokers. One in five current cigarette smokers has used an e-cigarette, with their use higher than that of former or never-smokers.⁵
- Additional and on-going research is needed to understand the full public health impact of e-cigarettes, including their impact on youth initiation, whether current smokers are switching to these products instead of quitting or are using them in conjunction with regular cigarettes.

What are the Health Effects of E-Cigarettes?

- The health consequences of the use of e-cigarettes and the vapor that they give off are unknown. There is currently no scientific evidence establishing the safety of e-cigarettes. No brand of e-cigarettes has been submitted to the FDA for evaluation of their safety.⁶
- In initial lab tests conducted in 2009, FDA found detectable levels of toxic cancer-causing chemicals, including an ingredient used in anti-freeze, in two leading brands of e-cigarettes and 18 various cartridges.⁷ The lab tests also found that cartridges labeled as nicotine-free had traceable levels of nicotine.
- There is no evidence that shows the vapors emitted by e-cigarettes are safe for non-users to inhale. The use of e-cigarettes in public places and workplaces may also complicate efforts to enforce and comply with smokefree laws. Because e-cigarettes have not been thoroughly evaluated, the American Lung Association supports prohibiting the use of e-cigarettes under smokefree laws.

Can E-Cigarettes Help Someone Quit Smoking?

- The FDA has not approved e-cigarettes as a safe or effective method to help smokers quit. The U.S. Public Health Service has found that the seven therapies approved by the U.S. Food and Drug Administration in combination with individual, group or phone cessation counseling is the most effective way to help smokers quit. Until and unless the FDA approves a specific e-cigarette for use as a tobacco cessation aid, the American Lung Association does not support any direct or implied claims that e-cigarettes help smokers quit.

Why Are E-cigarettes Tobacco Products?

In 2010, the U.S. Court of Appeals for the District of Columbia determined that e-cigarettes should be regulated as tobacco products except when a product makes a therapeutic (quit smoking) claim. The American Lung Association urged FDA to quickly move forward to deem its authority over e-cigarettes so it can begin to regulate e-cigarettes as tobacco products.

- E-cigarette companies sued FDA to be regulated as tobacco products.
- The nicotine used in e-cigarettes is most often derived from tobacco.
- E-cigarette marketing mirrors strategies used by cigarette companies in the past, which they are no longer allowed to use because they appeal to youth.
- FDA has not found e-cigarettes safe and effective in helping smokers quit.
- According to the Centers for Disease Control and Prevention, youth use of e-cigarettes doubled in just one year.

For More Information Please Contact:

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Kimberly.Amazeen@lung.org or 916-585-7670

¹ *Smoking Everywhere, Inc., and Sottera, Inc. v. U.S. Food and Drug Administration, et al.*, Memorandum Opinion, January 14, 2010.

² U.S. Food and Drug Administration. "E-Cigarettes: Questions and Answers." September 9, 2010. Available at: <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm225210.htm>.

³ U.S. Food and Drug Administration. "FDA Warns of Health Risks Posed by E-Cigarettes." July 23, 2009. Available at: <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm173401.htm>.

⁴ Centers for Disease Control and Prevention. "Electronic Cigarette Use Among Middle and High School Students — United States, 2011–2012." *Morbidity and Mortality Weekly Report*. September 6, 2013; 62(35):729-30.

⁵ King BA, Alam S, Promoff G, Arrazola R, Dube SR. "Awareness and Ever Use of Electronic Cigarettes Among U.S. Adults, 2010–2011." *Nicotine & Tobacco Research*. February 2013; 15:1623-7.

⁶ U.S. Food and Drug Administration. "FDA and Public Health Experts Warn About Electronic Cigarettes." July 22, 2009. Available at: <http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/2009/ucm173222.htm>.

⁷ U.S. Food and Drug Administration. "Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by FDA." July 22, 2009. Available at: <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm>.

Local Policies on the Use of Electronic Cigarettes

NOVEMBER 2013

Each year we see an influx of new tobacco products on the shelves of stores in our neighborhoods. Cities and counties across California are taking steps to protect their communities from these new and emerging tobacco products by including broad definitions that can adequately capture new products as they are introduced to the market place. One such product that has seen an increase in use and advertising is the electronic cigarette, or e-cigarette. According to the US Food and Drug Administration (FDA), an e-cigarette is a battery powered device that allows users to inhale a vapor containing nicotine or other substances. The safety of these devices is still unknown, and initial studies have found carcinogens and toxic chemicals, including ingredients used to make antifreeze in the vapor. Furthermore, FDA has not approved e-cigarettes as safe and effective in helping smokers quit – despite claims that many e-cigarette manufacturers are making.

In California, the sale of e-cigarettes to minors has been prohibited since 2011, but their use is still largely unregulated. As a result, advocates throughout California have taken steps to ensure that e-cigarettes are regulated and monitored in their communities.

Below is a list of the 44 cities and counties in California that prohibit the use of e-cigarettes in some outdoor areas, some indoor areas, or both. The matrix below specifies the indoor and outdoor areas where e-cigarettes are prohibited by each community. When a policy is noted with an asterisk (*), more details can be found on the last page.

These cities have included e-cigarettes in their existing smokefree laws. For details on how to include electronic cigarettes go to Changelab Solutions' model ordinance on electronic cigarettes at <http://changelabsolutions.org/>.

For specific questions about a city or county policy, please contact the Center. Additional resources on e-cigarettes produced by the Center are available at <http://center4tobaccopolicy.org/tobacco-policy/tobacco-retail-environment/>

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City/County	Outdoor Areas							Indoor Areas						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/ Motels	Multi- Unit Housing	Public Transit	Places of Employment	Restaurants	Theaters/ Convention Centers
Walnut Creek October 2013	X	X	X*	X	X	X*	X			X		X	X	
Benicia September 2013				X				X			X		X*	X
Arcata July 2013	X	X	X	X	X					X*	X	X		X
Pico Rivera July 2013				X										
Contra Costa County														
April 2013	X	X	X	X	X				X	X*	X	X		X
Petaluma January 2013	X	X	X	X	X			X	X	X	X	X	X	X
Daly City October 2012		X	X	X	X		X		X	X		X		X
Mill Valley September 2012	X	X	X	X	X		X	X	X	X*	X	X	X	X
San Fernando September 2012	X	X	X	X	X		X							
Buelltton June 2012	X	X	X	X					X		X		X	
Arcadia June 2012		X	X	X	X			X						X
Marin County May 2012	X	X	X	X	X					X	X	X		
Morgan Hill April 2012	X	X	X	X	X			X			X	X	X	X
Orland February 2012		X		X	X									
Mountain View February 2012	X	X		X				X	X		X	X	X	X
Baldwin Park November 2011										X				
Huntington Park September 2011	X	X	X	X	X		X							
El Monte September 2011				X							X			
Concord September 2011	X*		X*	X*	X*	X*			X		X	X	X	X
Los Altos August 2011				X										

City/County	Outdoor Areas							Indoor Areas							Theaters/ Convention Centers
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/ Motels	Multi- Unit Housing	Public Transit	Places of Employment	Restaurants		
Tiburon July 2011	X	X	X	X	X			X		X	X	X	X	X	
Fairfax June 2011		X	X	X	X			X	X	X	X	X		X	
Cupertino May 2011				X					X						
Carpinteria February 2011	X	X	X	X	X	X		X	X		X	X	X	X	
Santa Clara County November 2010	X	X	X	X	X			X	X		X	X	X	X	
Union City November 2010	X	X	X	X	X		X	X	X	X	X	X		X	
Menlo Park October 2010	X	X	X	X	X			X		X*	X	X	X	X	
Saratoga September 2010				X			X				X	X			
South Pasadena August 2010										X					
Sebastopol August 2010	X	X	X	X	X		X		X	X	X	X		X	
Eureka July 2010	X	X	X	X	X		X		X	X*	X	X		X	
Hawthorne May 2010			X	X											
Crescent City May 2010		X*	X	X							X				
Santa Barbara County April 2010	X*	X	X	X	X				X		X	X		X	
Martinez April 2009	X	X	X	X	X		X	X	X	X*	X	X		X	
Glendale October 2008	X	X	X	X	X	X	X	X	X	X*	X	X		X	
Culver City September 2008	X*			X											
Novato April 2008	X	X	X	X	X		X		X	X	X	X		X	
Belmont October 2007	X	X	X	X	X		X		X	X		X			
Gonzales July 2007				X											

	Outdoor Areas							Indoor Areas						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites	Hallways	Hotels/ Motels	Multi- Unit Housing	Public Transit	Places of Employment	Restaurants	Theaters/ Convention Centers
City/County														
Temecula May 2007	X*		X	X	X		X	X	X	X	X	X	X*	
Emeryville December 2006	X	X		X	X			X	X	X	X	X*	X	X
Murrieta October 2006	X	X		X	X			X		X*	X		X	X
Inglewood June 2004			X	X										X

Arcata- Only applies to common areas of multi-unit housing

Benicia- Only applies to restaurants with an occupied capacity of 50 or more persons but must not prevent not prevent (1) the designating of a contiguous area within a restaurant that contains no more than 50 percent of the seating capacity of the restaurant as a smoking area, or (2) the providing of separate rooms designated as smoking rooms, as long said room does not take up more than 50% of the restaurant's seating capacity

Concord- Only applies to downtown Concord

Contra Costa County- Only applies to common areas of multi-unit housing

Crescent City- Only applies to entryways of public buildings

Culver City- Excludes outdoor bar patios

Daly City- Only applies to common areas of multi-unit housing

Emeryville- Only applies if there are fewer than 6 employees

Eureka- Only applies to common areas/patios of multi-unit housing

Glendale- Only applies to common areas/patios of multi-unit housing

Martinez- Only applies to common areas of multi-unit housing

Menlo Park- Only applies to common areas of multi-unit housing

Mill Valley- Only applies to common areas of multi-unit housing

Murrieta- Only applies to common areas of multi-unit housing

Temecula- Only applies to outdoor dining areas if there is an on-sale alcohol license

Walnut Creek- Only applies to the Downtown Pedestrian Retail District

Teens' E-Cigarette Use Rises Sharply

Federal Health Official Calls Finding a 'Cause for Great Concern'; Wider Ban Urged on Sales to Youth

By Mike Estrella

A government study indicates a sharp rise in the use of electronic cigarettes by adolescents, a trend that public-health authorities called troubling.

The finding could influence how the Food and Drug Administration regulates the battery-powered devices, which turn nicotine-laced liquid into vapor and represent a small but fast-growing alternative to traditional cigarettes. The FDA hopes to propose regulations for e-cigarettes by next month.

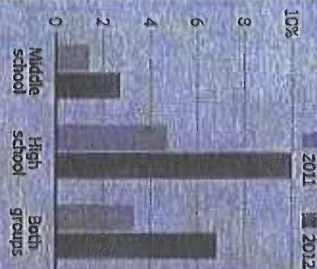
The Centers for Disease Control and Prevention said Thursday that the percentage of high-school students who have tried an e-cigarette rose to 10% in 2012 from 4.7% in 2011. The rate among middle-school students rose to 2.7% from 1.4%. The findings come from the National Youth Tobacco Survey, a questionnaire given annually to roughly 20,000 students.

More than two dozen states have moved since 2010 to ban the sale of e-cigarettes to minors amid an absence of federal oversight. Federal rules already prohibit the sale of traditional tobacco products such as regular cigarettes to anyone under 18.

Though e-cigarettes still deliver highly addictive nicotine, most researchers say they are far less harmful than traditional smokes, which release numerous toxins through combustion. E-cigarette advocates say the devices, whose U.S. sales could top \$1 billion this year, help smokers

Young Lungs

Percentage of U.S. students in grades 6-12 who have used an electronic cigarette at least once



Source: CDC National Youth Tobacco Survey
The Wall Street Journal

Electronic cigarettes turn nicotine-laced liquid into vapor. Their rising use by youth worries health experts.

quit traditional ones. Nearly one in five U.S. adults still smoke regular cigarettes, which are blamed for over 400,000 deaths a year.

But many anti-tobacco groups say e-cigarettes could be a new gateway to traditional smokes. Unlike highly regulated traditional cigarettes, e-cigarettes are sold online and advertised on television. They also come in various flavors, from strawberry to chocolate, while traditional cigarettes may be sold only with tobacco and menthol flavoring.

Tim McAfee, director of the CDC's Office on Smoking and

Health, termed the rising use of e-cigarettes by adolescents "alarming" and said e-cigarette ads are "glamorizing" tobacco products for a new generation.

"This is heading in exactly the wrong direction," Dr. McAfee said in an interview, adding that regulators also should weigh flavor bans in addition to prohibiting sales to minors.

Mitch Zeller, director of the FDA's Center for Tobacco Products, said in a statement the data are "cause for great concern" and "reinforce" the agency's plans to regulate novel tobacco products

such as e-cigarettes.

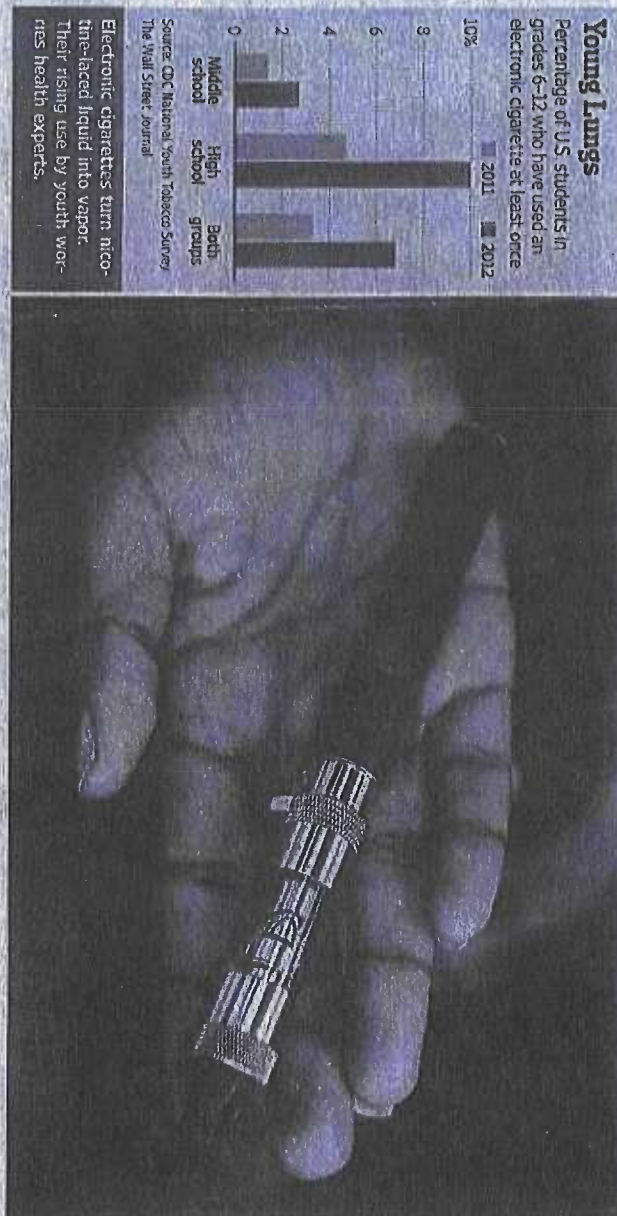
The National Association of Tobacco Outlets, which represents 28,000 stores, backs age limits and says it is unaware any of its members sell e-cigarettes to minors. Many e-cigarette companies say they support bans on selling to minors and that most of their customers are adults who have switched from traditional cigarettes.

"We look forward to a regulatory framework for e-cigarettes that restricts youth access while at the same time doesn't stifle what may be the most significant

harm-reduction opportunity that has ever been made available to smokers," said Murray Kessler, chief executive of Lorillard Inc., a cigarette maker that owns Bling, a top-selling e-cigarette brand.

Craig Weiss, chief executive of NJOY Inc., another major e-cigarette maker, said there still is no evidence that e-cigarettes lead teenagers toward traditional cigarettes. He added that NJOY, like Lorillard, requires retailers to verify customers aren't minors.

E-cigarettes overall still represent only about 1% of the roughly \$100 billion U.S. tobacco market.



Getty Images

latimes.com/local/lanow/la-me-ln-los-angeles-ecigarettes-ban-20140304,0,4359853.story

latimes.com

Los Angeles approves sweeping e-cigarette restrictions

By David Zahniser

1:07 PM PST, March 4, 2014

The Los Angeles City Council on Tuesday approved sweeping new regulations that would treat e-cigarettes like conventional cigarettes, after one of the most personal debates to be heard on the council floor in years.

advertisement

On a 14-0 vote, lawmakers outlawed "vaping" -- the practice of inhaling the vapors produced by e-cigarettes -- in most work sites and many public places, including parks and certain beaches.

Lawmakers voted to continue allowing e-cigarette use in so-called vaping lounges, where patrons can try the various e-juices that are loaded into the battery-powered devices. And they narrowly defeated a push by the e-cigarette industry to let the practice continue in 21-and-over establishments, such as bars and nightclubs.

The debate saw lawmakers share their own experiences with tobacco and the hazards that come with it. Councilman Mitch O'Farrell, who pushed for the new restrictions, spoke of his unhappiness at breathing secondhand smoke during his days as a waiter in the early 1990s.

Councilman Joe Buscaino spoke of a relative's decision to turn to e-cigarettes after years of smoking. And Council President Herb Wesson, in the most passionate speech of the day, described his decades-long addiction to cigarettes, a habit he told his colleagues would almost certainly kill him one day.

Wesson said he began smoking because he wanted to be cool.

"When you're 15, you want to be cool," he said. "And I will not support anything -- anything -- that might attract one new smoker."

The debate brought to light the strong views on each side of the e-cigarette debate. Backers of the battery-powered devices portray them as a godsend for those looking to quit conventional smoking. They also warned the research has not yet proven that second-hand emissions from e-cigarettes are harmful to others.

Buscaino introduced an amendment to allow bars and nightclubs to be removed from the new regulations. But his measure received only six votes -- two shy of the amount needed for passage.

E-cigarettes "are not tobacco," he said. "And I don't think they should be regulated exactly the same way."

Foes of e-cigarettes said they threaten to make smoking socially acceptable after years of public opinion campaigns to discourage the habit. Young people who get hooked on the nicotine in e-

Los Angeles approves sweeping e-cigarette restrictions - latimes.com

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cigarettes may then turn to tobacco use, said Jonathan Fielding, director of the Los Angeles County Department of Public Health.

"We don't want to risk e-cigarettes undermining a half-century of successful tobacco control," he said.

ALSO:

[An estimated 17 million people felt 5.1 earthquake in California](#)

[Search halted for California man swept out to sea during baptism](#)

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Secondhand Smoke Survey

California Voters' Attitudes About Secondhand Smoke Exposure

Public Opinion Research Survey: November 2008

Background

There is a growing body of scientific evidence that documents the harmful effects of secondhand smoke exposure, including the US Surgeon General's finding that there is no risk-free level of exposure to secondhand smoke, and the California Air Resources Board designation of secondhand smoke as a toxic air contaminant. Yet Californians are still exposed to secondhand smoke in outdoor areas, in multi-unit housing and in Indian casinos. Many cities and counties throughout the state have passed laws to restrict smoking in outdoor areas such as parks, beaches, farmer's markets and outdoor seating at bars and restaurants and some cities have passed laws to create nonsmoking sections of apartments in multi-unit housing. In addition, some California Indian tribes have voluntarily created nonsmoking sections in Indian casinos.

In November 2008, the Center for Tobacco Policy & Organizing commissioned a survey of 600 California voters to assess their views about secondhand smoke and to gauge their level of support for reducing exposure to secondhand smoke. Specifically, the survey explored general attitudes about restricting smoking in outdoor areas, in outdoor dining areas, in multi-unit housing, and in Indian casinos.

This document highlights the Summary of Key Findings for the entire secondhand smoke survey. Additionally, there are three distinct Summary of Key Findings that highlight the results for outdoor dining, the results for multi-unit housing and the results for Indian casinos. The survey was conducted by Goodwin Simon Victoria Research. Complete survey results and the other summary documents are available at www.Center4TobaccoPolicy.org/polling-shs.

Summary of Key Findings

Secondhand Smoke Restrictions in Outdoor Areas

California voters know that secondhand smoke is harmful and are bothered by secondhand smoke in outdoor areas:

- 97% believe that secondhand smoke is harmful to those who inhale it
- 88% believe that secondhand smoke is harmful to those who inhale it in outdoor areas
- 65% have been bothered by secondhand smoke exposure in outdoor areas in the past year

California voters strongly support a law that restricts smoking in all outdoor areas of a community and support restricting smoking in specific outdoor areas to varying degrees (see table on next page):

- 73% support a comprehensive ban on outdoor smoking in all areas accessible to the public except for designated smoking areas

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The table below lists California voters' level of support for restricting smoking in various outdoor areas:

Outdoor Area	Percent who Support	Outdoor Area	Percent who Support
In front of doors and windows into offices, restaurants and other buildings	77%	Bus Stops	56%
Outdoor areas of nursing homes, hospitals and long-term care facilities	70%	Outdoor areas of bars and restaurants, such as patios and outdoor eating areas	56%
Farmer's markets	69%	City and Regional Parks	55%
Nature areas, trails and campgrounds	65%	Fairs and Rodeos	55%
Outdoor concerts and sporting events	62%	Outdoor areas of downtown business zones	49%
Outdoor areas of shopping malls and shopping centers	60%	Outdoor worksites, such as construction zones	46%
Beaches	59%	Public sidewalks	44%
Outdoor areas of college campuses	57%	Parking lots	40%

California voters are receptive to statements in favor of restricting smoking in outdoor areas. The four statements rated as most important are listed below:

- 91% think an important reason to support smoking restrictions is that burning cigarettes tossed by careless smokers cause fires in parks and recreation areas and prohibiting smoking in these areas can protect the environment and save lives and money
- 89% think an important reason to support smoking restrictions is that scientific studies show that secondhand smoke can be harmful even in outdoor areas
- 87% think an important reason to support smoking restrictions is that cigarette butts are the number one cause of litter on beaches, parks and sidewalks and restricting smoking will greatly reduce litter
- 86% think an important reason to support smoking restrictions is that discarded cigarette butts are eaten by wildlife and can cause injury or death

Secondhand Smoke Restrictions in Outdoor Dining Areas

California voters were asked several questions specifically focused on restricting smoking in outdoor seating areas of bars and restaurants:

- 60% have been bothered by secondhand smoke exposure in outdoor dining areas in the past year
- 56% support restricting smoking at outdoor areas of bars and restaurants

California voters are receptive to the arguments in support of restricting smoking in outdoor dining. The top two statements are listed below:

- 74% were more likely to support smoking restrictions when they heard that it would protect workers at restaurants and bars from having to inhale dangerous secondhand smoke
- 72% were more likely to support smoking restrictions when they heard that it would protect diners from having to inhale dangerous secondhand smoke while dining

Opposition statements to restricting smoking at outdoor dining were less effective. In fact, opposition arguments were more likely to have no impact on voters or to make them more likely to support smoking restrictions. The top two opposition statements are listed below:

- 38% were more likely to oppose smoking restrictions when they heard that it would hurt bars and restaurants and drive away customers, while 61% said this argument had no effect or made them more likely to support smoking restrictions
- 36% were more likely to oppose smoking restrictions when they heard that it would be difficult to enforce and would place an unfair burden on bar and restaurant owners, while 63% said this argument had no effect or made them more likely to support smoking restrictions

Secondhand Smoke Restrictions in Multi-Unit Housing

California voters were also asked a series of questions about restricting smoking in multi-unit housing and are supportive of many types of policies to protect people from secondhand smoke exposure in multi-unit housing:

- 69% support a law to restrict smoking in outdoor common areas of apartments
- 78% support a law requiring apartment buildings to offer nonsmoking sections
- 74% support requiring 50 percent of apartments to be nonsmoking
- 58% support requiring 75 percent of apartments to be nonsmoking
- 42% support requiring 100 percent of apartments to be nonsmoking
- 56% feel that a law requiring apartment buildings to offer nonsmoking sections should apply to condominiums as well
- 70% think that a person moving into an apartment should be told if the tenant next door smokes

California voters are receptive to the arguments in support of restricting smoking in multi-unit housing. The top two statements are listed below:

- 76% were more likely to support smoking restrictions when they heard that scientific studies prove that secondhand smoke is harmful in apartment buildings and nonsmokers are exposed to dangerous secondhand smoke in the one place where they spend the most time
- 76% were more likely to support smoking restrictions when they heard that restricting smoking in apartment buildings will reduce the risk of fire

Opposition statements to restricting smoking in multi-unit housing were less effective. In fact, opposition arguments were more likely to have no impact on voters or to make them more likely to support smoking restrictions. The top two opposition statements are listed below:

- 40% were more likely to oppose smoking restrictions when they heard that it would take away a person's right to smoke in their home if they wanted to, while 58% said the argument had no effect or made them more likely to support smoking restrictions
- 37% were more likely to oppose smoking restrictions when they heard that it would discriminate against smokers and make it difficult for them to find a place to rent, while 61% said this argument had no effect or made them more likely to support smoking restrictions

California voters were also asked about a problem faced by decision makers when considering whether to restrict smoking in public housing. 64% of California voters agree with those who argue that it is more important to protect low-income children and families who cannot move away from secondhand smoke exposure. Only 17% of voters agree with those who argue that it is more important to protect tenants who smoke and cannot afford to move and who might be evicted if they smoke in their apartment should it be designated as nonsmoking.

Secondhand Smoke Restrictions in Enclosed Areas (Indian Casinos, Foster Homes, Cars)

California voters were also asked about restricting smoking in certain enclosed areas including California Indian casinos, foster homes, and cars. Overall, voters are supportive of restricting smoking in these areas:

- 90% would either be more inclined to visit or would be unaffected if smoking were prohibited in California Indian casinos, while only 8% would be less inclined to visit the casinos
- 69% feel that employees in California Indian casinos should have the same protections from secondhand smoke as other employees in California
- 77% support having child protective agencies require foster homes to be nonsmoking in order to protect children in foster homes from being exposed to secondhand smoke
- 80% support the new state law that prohibits smoking in vehicles where minor children are present

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This material was made possible by funds received from the California Department of Health Services, under contract # 04-35335.



TABLE OF COMPREHENSIVE OUTDOOR SECONDHAND SMOKE ORDINANCES

The 74 cities and counties in California with comprehensive ordinances are listed below, including in which outdoor areas smoking is prohibited in each community.

City / County	Outdoor Areas Where Smoking is Prohibited						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites
Lafayette (November 2013)	X	X	X	X	X		
Coronado (October 2013)	X*	X	X	X	X	X	X*
Walnut Creek (October 2013)	X	X		X	X	X*	X*
Arcata (July 2013)	X*	X	X	X	X	X	X
San Ramon (February 2013)	X	X	X	X	X		X
Petaluma (January 2013)	X	X	X	X	X		
Temple City (December 2012)	X	X	X	X	X	X	X
Fremont (November 2012)	X	X	X	X	X		X
Daly City (October 2012)	X	X	X	X	X	X	X
San Rafael (October 2012)	X	X	X*	X	X		X
Mill Valley (September 2012)	X	X	X	X	X		
San Fernando (September 2012)	X	X	X	X	X		X
Sausalito (August 2012)	X	X	X	X	X		
Morgan Hill (April 2012)	X*	X*	X*	X*	X		
Orland (February 2012)	X	X	X*	X	X	X	X
Morro Bay (February 2012)	X	X	X*	X	X		X
Carson (December 2011)	X	X	X	X	X		
Laguna Hills (December 2011)	X	X	X	X	X		
Solana Beach (December 2011)	X	X	X	X	X	X	X
Alameda (November 2011)	X	X	X	X	X	X	X
Hermosa Beach (November 2011)	X	X	X	X	X		
Compton (October 2011)	X	X	X	X	X		
Sonoma County (October 2011)	X	X	X	X	X		
Campbell (September 2011)	X	X	X	X	X	X	
Concord (September 2011)	X*		X*	X*	X*		X
Huntington Park (August 2011)	X	X	X	X	X		X
Fairfax (June 2011)	X	X	X	X	X		X
Larkspur (April 2011)	X	X	X	X	X	X	X
Carpinteria (February 2011)	X	X	X*	X	X		X
Santa Clara County (November 2010)	X	X	X	X	X		X
Union City (November 2010)	X	X	X	X	X		
Contra Costa County (October 2010)	X	X	X	X	X		X
Menlo Park (October 2010)	X*	X	X*	X	X		X
Sebastopol (August 2010)	X	X	X	X	X	X*	X
Eureka (July 2010)	X	X	X	X	X		

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City/County	Outdoor Area Where Smoking is Prohibited						
	Dining Areas	Entryways	Public Events	Recreation Areas	Service Areas	Sidewalks	Worksites
Pleasant Hill (April 2010)	X*	X	X	X	X		
San Luis Obispo (April 2010)	X*	X	X	X	X	X	X
Camarillo (April 2010)	X	X	X	X	X	X*	X
Pinole (April 2010)	X	X	X	X	X		
Santa Barbara County (April 2010)	X*	X	X*	X	X		
San Francisco (March 2010)	X*	X*	X*	X	X		
San Leandro (December 2009)	X	X	X	X	X		X
Del Mar (December 2009)	X	X	X	X	X	X	X
Palm Desert (November 2009)	X	X	X	X	X	X	X*
Capitola (October 2009)	X*	X	X	X	X	X	
Santa Cruz (September 2009)	X	X		X	X	X	
Moorpark (September 2009)	X	X	X*	X	X	X	X
Richmond (June 2009)	X	X	X	X	X		X
Martinez (April 2009)	X	X	X	X	X		
Pasadena (October 2008)	X	X	X	X	X		
Glendale (October 2008)	X*	X	X	X	X		X
Dublin (October 2008)	X	X	X*	X*	X		
Thousand Oaks (July 2008)	X*	X	X*	X*	X		
Loma Linda (June 2008)	X	X	X	X	X	X	X
Albany (May 2008)	X*	X	X	X	X	X	
Hayward (May 2008)	X	X	X*	X	X		
Novato (April 2008)	X*	X	X	X	X		X
Berkeley (December 2007)	X	X		X	X	X*	X
Ross (December 2007)	X	X	X	X	X		
Belmont (October 2007)	X	X	X	X	X		X
El Cajon (August 2007)	X	X	X	X	X	X	X
Blue Lake (June 2007)	X*	X	X*	X	X		
Temecula (May 2007)	X	X	X	X	X		X
Burbank (April 2007)	X*	X	X	X*	X*	X*	
Baldwin Park (February 2007)	X	X	X*	X	X		
Emeryville (December 2006)f	X	X		X	X		X*
Laguna Woods (November 2006)	X*	X	X	X	X		
Marin County (November 2006)	X*	X	X	X	X		X
Santa Monica (October 2006)	X	X	X*	X	X	X*	
Mammoth Lakes (June 2006)	X	X	X	X	X		X
Santa Rosa (June 2006)	X	X	X	X	X*	X*	
Calabasas (February 2006)	X	X	X	X	X	X	X
Arcata (June 2002)	X	X	X	X	X		
Davis (March 1993)	X	X	X	X*	X		

*Policy that does not prohibit smoking in 100% of the specified area. For more detail on this policy ordinance, see the separate document for this specific policy area.



List of Municipalities that Restrict Smoking in Outdoor Dining Areas

MARCH 2014

According to the U.S. Surgeon General, secondhand smoke exposure is harmful at any level. Therefore, many cities and counties in California have taken steps to protect residents from this danger. Local communities led the way on smokefree indoor workplace laws and are leading the way once again with local laws to protect residents from secondhand smoke exposure in outdoor dining areas. California state law only prohibits smoking in indoor areas of restaurants and bars, and municipalities are not preempted from passing a stronger law to prohibit smoking within outdoor dining areas of bars and restaurants.

There are 119 municipalities in California that have passed ordinances to restrict smoking in at least some outdoor dining areas. The table below lists all of these cities and counties and divides the policies into two categories:

1. Municipalities that restrict smoking in all outdoor dining areas

There are 73 municipalities that restrict smoking in all outdoor dining areas and these policies ensure that all workers and customers are protected from secondhand smoke exposure.

2. Municipalities that restrict smoking in outdoor dining areas but have exemptions for bars or allow for designated smoking areas

There are 46 municipalities that have policies with exemptions for certain types of outdoor dining areas. While these policies provide important protections from secondhand smoke, some workers and customers will continue to be exposed to secondhand smoke.

For more information about smokefree outdoor dining areas and other restrictions on smoking in outdoor areas, visit www.Center4TobaccoPolicy.org/smokefree-outdoor-areas. These resources include information on the need for and benefits of these policies, a list of cities and counties that have adopted comprehensive outdoor secondhand smoke ordinances and answers to tough questions about smokefree outdoor policies.

County	Restricts Smoking in all Outdoor Dining Areas			Restricts Smoking in Outdoor Dining But Allow Exemptions
Alameda County	Alameda County Berkeley Dublin Emeryville	Fremont Hayward Newark Oakland	Pleasanton San Leandro Union City	Alameda Albany Livermore
Butte County				Chico
Contra Costa County	Contra Costa County Lafayette	Martinez Pinole Richmond	San Ramon Walnut Creek	Concord Pleasant Hill
Fresno County				Reedley

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Attachment 2

THE CENTER FOR TOBACCO POLICY & ORGANIZING

Page 2 of 2

County	Restricts Smoking in all Outdoor Dining Areas			Restricts Smoking in Outdoor Dining But Allow Exemptions	
Glenn County	Orland				
Humboldt County				Arcata Blue Lake	Eureka
Imperial County	Calxico				
Los Angeles County	Baldwin Park Beverly Hills Calabasas Carson Compton Hermosa Beach	Huntington Park Malibu Monterey Park Pasadena San Fernando	Santa Monica Sierra Madre South Pasadena Temple City	Burbank Culver City Gardena Glendale	Long Beach Los Angeles West Hollywood
Marin County	Larkspur Mill Valley	San Anselmo San Rafael	Sausalito Tiburon	Belvedere Fairfax Marin County	Novato Ross
Mono County	Mammoth Lakes				
Orange County	Laguna Hills			Laguna Beach	Laguna Woods
Riverside County	Murrieta	Palm Desert		Temecula	
San Bernardino County	Loma Linda				
San Diego County	Carlsbad Chula Vista Del Mar	El Cajon Encinitas	National City Solana Beach	Coronado San Diego	
San Francisco County				San Francisco	
San Joaquin				Stockton	
San Luis Obispo County	Morro Bay			San Luis Obispo	
San Mateo County	Belmont Daly City	San Mateo		South San Francisco Menlo Park	
Santa Barbara County	Carpinteria			Buellton Santa Barbara Santa Barbara County	
Santa Clara County	Campbell Los Gatos	Mountain View San Jose	Santa Clara County	Gilroy Morgan Hill	Palo Alto Sunnyvale
Santa Cruz County				Capitola	Santa Cruz
Shasta County				Redding	
Solano County				Fairfield	
Sonoma County	Healdsburg Petaluma Rohnert Park	Santa Rosa Sebastopol	Sonoma County Windsor		
Tuolumne County				Tuolumne County	
Ventura County	Camarillo	Moorpark		Ojai	Thousand Oaks
Yolo County	Davis				



List of Municipalities that Restrict Smoking at Public Events

MARCH 2014

According to the U.S. Surgeon General, secondhand smoke exposure is harmful at any level. Therefore, many cities and counties in California have taken steps to protect their residents from this danger by passing ordinances that restrict smoking in outdoor areas where people congregate, such as fairs, farmer's markets, parades, concerts and other similar events that take place on public property.

There are 112 municipalities in California that have restricted smoking at public events. The table below lists all of these cities and counties and divides the policies into three categories:

1. Municipalities that prohibit smoking at all public events

There are 65 municipalities with this type of policy. This is the strongest type of restriction because no designated smoking areas are allowed, ensuring that residents will not be exposed to secondhand smoke at any public event.

2. Municipalities that restrict smoking at all public events but allow designated smoking areas

There are 14 municipalities with this type of policy. With this type of policy jurisdictions allow separate designated smoking areas away from the primary event area. Such policies do a lot to protect people from secondhand smoke, but mean that people can continue to be exposed to secondhand smoke in certain areas at public events.

3. Municipalities that restrict smoking at some public events

There are 33 municipalities with this type of policy. Examples of this type of policy include restricting smoking only at farmer's markets or outdoor stadiums. While these ordinances do protect people from secondhand smoke exposure at some public events, there is still more that can be done to restrict smoking at and protect residents from secondhand smoke at all public events.

For more information about smokefree public events and other restrictions on smoking in outdoor areas, visit www.Center4TobaccoPolicy.org/smokefree-outdoor-areas. Resources available on this page include information on the need for and benefits of these policies, a list of cities and counties that have adopted comprehensive outdoor secondhand smoke ordinances and answers to tough questions about smokefree outdoor policies.

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Attachment 2

THE CENTER FOR TOBACCO POLICY & ORGANIZING

Page 2 of 3

County	Prohibits Smoking at All Public Events		Restricts Smoking at All Public Events But Allows Designated Smoking Areas	Restricts Smoking at Some Public Events	
Alameda County	Alameda Albany Berkeley	Fremont San Leandro Union City		Dublin Hayward	
Alpine County				Alpine County	
Contra Costa County	Contra Costa County Lafayette Martinez	Pinole Richmond San Ramon	Pleasant Hill	Concord	
Del Norte County	Crescent City				
Fresno County	Firebaugh			Clovis	
Glenn County				Orland Willows	
Humboldt County	Arcata Eureka		Blue Lake		
Imperial County	Calexico El Centro			Brawley	
Lassen County				Susanville	
Los Angeles County	Arcadia Calabasas Carson Compton Glendale Hawthorne Hermosa Beach	Huntington Park Inglewood La Habra Heights Pasadena San Fernando Temple City	Downey South Gate	Alhambra Baldwin Park Burbank Long Beach Los Angeles	Malibu Manhattan Beach Palmdale Santa Monica
Marin County	Fairfax Larkspur Marin County Mill Valley	Novato Ross Sausalito Tiburon	San Rafael		
Mendocino County	Ukiah				
Mono County	Mammoth Lakes				
Monterey County				Pacific Grove	
Orange County	Laguna Woods			Anaheim	Laguna Hills
Riverside County	Palm Desert		Temecula		
San Bernardino County	Loma Linda			Rancho Cucamonga Redlands San Bernardino County	
San Diego County	Coronado Del Mar	El Cajon Solana Beach			

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Attachment 2

THE CENTER FOR TOBACCO POLICY & ORGANIZING

Page 3 of 3

County	Prohibits Smoking at All Public Events	Restricts Smoking at All Public Events But Allows Designated Smoking Areas	Restricts Smoking at Some Public Events
San Francisco County	San Francisco		
San Luis Obispo County	San Luis Obispo	Morro Bay	
San Mateo County	Belmont Burlingame Daly City	Menlo Park	
Santa Barbara County		Carpinteria	
Santa Clara County	Campbell	Morgan Hill	Los Gatos Milpitas Mountain View San Jose Santa Clara County
Santa Cruz County	Capitola Watsonville		
Shasta County		Anderson	Shasta County
Sonoma County	Healdsburg Rohnert Park Santa Rosa Sebastopol Windsor	Petaluma Sonoma County	
Tulare County			Visalia
Tuolumne County			Tuolumne County
Ventura County	Camarillo Moorpark	Thousand Oaks	Ojai
Yolo County	Davis Woodland		

Attachment 2



State of Tobacco Control 2014 – California Local Grades



SACRAMENTO COUNTY

Overall Tobacco Control Grade	Possible Points									
	Citrus Heights	Elk Grove	Folsom	Galt	Isleton	Rancho Cordova	Sacramento	County	Unincorporated	
Total Points	12	0	5	1	0	0	4	5	5	
Smokefree Outdoor Air	F	C	D	F	F	F	D	C	C	
Dining	4	0	0	0	0	0	0	0	0	
Entryways	4	0	0	0	0	0	0	0	0	
Public Events	4	0	0	0	0	0	0	0	0	
Recreation Areas	4	0	3	2	0	0	2	3	2	
Service Areas	4	0	0	0	0	0	0	0	2	
Sidewalks	1	0	1	0	0	0	0	0	0	
Workplaces	1	0	0	0	0	0	0	0	0	
Total Points	22	0	4	2	0	0	2	3	4	
Smokefree Housing	F	F	D	D	F	F	F	F	F	
Nonsmoking Units	4	0	0	0	0	0	0	0	0	
Nonsmoking Common Areas	4	0	0	2	0	0	0	0	0	
Disclosure	4	0	0	0	0	0	0	0	0	
Nuisance	1	0	0	0	0	0	0	0	0	
Housing Authority Units	1	0	0	0	0	0	0	1	1	
Total Points	14	0	0	2	0	0	0	1	1	
Reducing Sales of Tobacco Products	F	A	F	F	F	F	A	A	A	
Tobacco Retailer Licensing	4	0	4	0	0	0	4	4	4	
Sales near Schools and Parks	1	0	0	0	0	0	0	1	0	
Sales in Pharmacies	1	0	0	0	0	0	0	0	0	
Sampling of Tobacco Products	1	0	0	0	0	0	0	0	0	
Total Points	7	0	4	0	0	0	4	5	4	

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

Attachment 2



State of Tobacco Control 2014 – California Local Grades



YOLO COUNTY

Overall Tobacco Control Grade	Possible Points					
	Davis	West Sacramento	Winters	Woodland	County Incorporated	
Total Points	12	9	4	1	2	4
Smokefree Outdoor Air	A	F	D	C	E	
Dining	4	0	0	0	0	0
Entryways	4	0	0	0	4	2
Public Events	4	0	0	0	4	0
Recreation Areas	4	2	0	4	3	0
Service Areas	4	0	0	0	0	0
Sidewalks	4	0	0	0	0	0
Workplaces	4	0	0	0	0	0
Total Points	22	18	0	4	11	2
Smokefree Housing	D	F	F	F	F	F
Nonsmoking Units	4	0	0	0	0	0
Nonsmoking Common Areas	4	2	0	0	0	0
Disclosure	4	0	0	0	0	0
Multimedia	4	0	0	0	0	0
Housing Authority Units	4	0	0	0	0	0
Total Points	24	2	0	0	0	0
Reducing Sales of Tobacco Products	A	A	F	F	F	A
Tobacco Retailer Licensing	4	4	3	0	0	4
Sales near Schools and Parks	4	0	0	0	0	0
Sales in Pharmacies	4	0	0	0	0	0
Sampling of Tobacco Products	4	0	1	0	0	0
Total Points	7	4	4	0	0	4

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

Attachment 2



State of Tobacco Control 2014 – California Local Grades



ALAMEDA COUNTY

	Possible Points	Alameda	Albany	Berkeley	Dublin	Emeryville	Fremont	Hayward	Livermore	Newark	Oakland	Piedmont	Pleasanton	San Leandro	Union City	County Incorporated
Overall Tobacco Control Grade	B	A	A	A	A	C	B	C	D	D	B	F	D	C	A	C
Total Points	12	9	11	12	12	5	8	5	3	4	10	0	4	6	12	5
Smokefree Outdoor Air	A	A	A	A	A	B	A	A	D	C	B	F	C	A	A	B
Dining	4	2	2	4	4	4	4	4	2	4	4	n/a	4	4	4	4
Entrways	4	4	4	4	4	4	4	4	2	0	0	0	0	4	4	0
Public Events	4	4	4	4	2	0	4	4	0	0	0	0	0	4	4	4
Recreation Areas	4	4	4	3	4	4	4	4	2	0	4	0	0	4	4	4
Service Areas	4	4	4	4	4	4	4	4	0	4	4	0	4	4	4	4
Sidewalks	1	1	1	1	0	1	1	1	0	0	0	0	0	0	0	0
Workplaces	1	1	1	1	0	1	1	0	0	0	0	0	0	1	1	0
Total Points	22	20	20	21	18	17	22	19	6	12	16	0	10	21	21	16
Smokefree Housing	A	B	B	A	A	D	B	F	D	D	B	F	D	D	A	D
Nonsmoking Units	4	4	4	4	4	0	0	0	0	0	0	0	0	0	4	0
Nonsmoking Common Areas	4	4	4	4	4	0	4	4	2	2	4	0	2	2	4	2
Disclosure	4	4	4	4	3	0	3	0	0	0	4	0	0	0	3	0
Nuisance	0	0	0	0	1	0	1	0	0	0	0	0	0	1	1	0
Housing Authority Units	1	1	n/a	0	n/a	n/a	n/a	n/a	0	n/a	n/a	0	1	n/a	n/a	0
Total Points	14	13	8	12	12	4	8	0	2	2	8	0	3	3	12	2
Reducing Sales of Tobacco Products	D	A	A	A	A	D	D	D	D	D	A	F	D	D	A	D
Tobacco Retailer Licensing	4	0	4	4	3	0	0	0	0	0	4	0	0	0	4	0
Sales near Schools and Parks	1	1	1	1	1	0	0	0	0	0	1	0	0	1	1	0
Sales in Pharmacies	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sampling of Tobacco Products	1	0	0	1	1	1	1	1	1	1	1	0	1	0	1	1
Total Points	7	1	5	6	5	1	1	1	1	1	6	0	1	1	6	1

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

Sacramento city officials to further study smoking bans in outdoor dining areas

By Tillie Fong

tfong@sacbee.com

Published: Wednesday, Feb. 19, 2014 - 12:00 am

Last Modified: Thursday, Feb. 20, 2014 - 8:19 am

Sacramento City Council members want to examine how smoking bans in outdoor dining areas work in other California cities before crafting an ordinance that would regulate bars and restaurants in the capital city.

"I want to make sure I understand what is out there," said Councilman Steve Cohn, adding that he was interested in what is – and isn't – regulated in bans in cities such as San Francisco, San Jose and San Diego.

Tuesday afternoon, Cohn and other members of the Law and Legislation Committee decided to hold off creating a potential ordinance to restrict or ban smoking at restaurant and bar patios in Sacramento.

Under state law, smoking is prohibited in enclosed areas for dining establishments and bars, but the ban does not extend to the outdoors areas attached to such businesses.

According to a list compiled by the American Lung Association in California, 73 cities in the state prohibit smoking in all outdoor dining areas and 42 restrict outdoor smoking with some exceptions. Davis is the only city in the Sacramento region that prohibits smoking in outdoor dining areas, according to the list. Most of the cities with regulations are in the Bay Area or Southern California.

Councilman Steve Hansen, who represents the central city, has been the driving force behind the change. He believes that the city should give priority to public health, and has been in private discussions with restaurateurs, business interests and health advocates for months on the issue.

The committee on Tuesday decided to forgo a staff presentation on the subject, and instead went straight into the public comment period. Nearly 20 people spoke.

About half were health advocates, including a representative from the American Cancer Society, who favor a ban. Many cited the dangers from breathing secondhand smoke, while others noted that similar prohibitions have not hurt businesses in other cities.

At least two people voiced concerns about having electronic cigarettes being included in the smoking ban.

Only one restaurant owner who spoke at the committee meeting Tuesday supported the smoking prohibition.

Sacramento city officials to further study smoking bans in outdoor dining areas - Our Attachment 2

"People don't need to have smoke blown in their faces while they're eating dinner or having drinks," said Ed Roehr, an owner of Magpie Cafe, which has a smoke-free patio.

Suleka Sun-Lindley, owner of Thai Basil, doesn't believe that such a ban is necessary, and that customers should be able to choose which establishment they want to patronize.

"You support whoever shares the same values as you," she said.

Others voiced concerns about the negative effect of more regulation on businesses in a struggling economy.

"Small businesses – the ones that we represent – operate on very thin margins," said Chris Worden, senior policy manager with Downtown Sacramento Partnership.

He noted that there are 131 bars, restaurants and cafes in the business district, and a survey of the group showed that they were "strongly opposed" to an ordinance that would prohibit smoking in outdoor dining areas.

Councilman Jay Schenirer, committee chairman, directed Tina Lee-Vogt, program manager with the Community Development Department, to obtain more information about the businesses that may be affected by an outdoor dining smoking ban, specifically, how many restaurants, bars, cafes have enclosed vs. outdoor patios, how many are open to family dining and what are the hours for dining, and which restaurants already have non-smoking patios, before deciding on how to proceed.

"We have the best alfresco dining anywhere in the country," he said. "This is important to our city, but it's important that we do it right."

He did not give a deadline for when staff was to report back to the committee for the findings.

Hansen, who was outside the meeting Tuesday, said he wasn't surprised by the committee's decision.

"This is the process," he said afterward. "The city is a very deliberate place."

He said what he wanted was a healthy discussion. He said he would continue his previous discussions with various stakeholders, and said he hopes that he would have language for an ordinance to take back to the City Council in three to six months.

"I'm very optimistic," he said. "A lot of places are already doing this."

Call The Bee's Tillie Fong, (916) 321-1006.

- Read more articles by Tillie Fong

MEMORANDUM



DATE: May 19, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Kathy Garcia, Senior Engineer

SUBJECT: Folsom Boulevard Phase IV Complete Streets Project Presentation

RECOMMENDATION

Inform City Council of the planned project features and obtain Council input on design features and project limits.

RESULT OF RECOMMENDED ACTION

Project vision from the City Council will allow staff to move forward with the planning and execution of Phase IV of the Folsom Boulevard Complete Streets Project.

BACKGROUND

The Folsom Boulevard Enhancement Project consists of improvements outlined in the Folsom Boulevard and Mather Road Streetscape Master Plan and the Folsom Boulevard Specific Plan. These improvements identify the need for improving pedestrian, bicycle, and motorist safety, as well as, improving the connectivity along Folsom Boulevard and beautification of the corridor.

Construction of three phases of the project has been completed. Public Works staff obtained additional funding from the last round of SACOG's Community Design Funding Program. This funding will allow the City to proceed with the construction of Phase IV of the Folsom Boulevard Improvement Project.

Staff seeks feedback from the City Council for the proposed scope of the project and authorization to move forward with the design of the project.

ATTACHMENT

Folsom Boulevard Phase IV Complete Streets Project Presentation.

May 19, 2014

Folsom Boulevard

Complete Streets Project – Phase IV



Kathy Garcia, Senior Civil Engineer, City of Rancho Cordova



Presentation Goals:

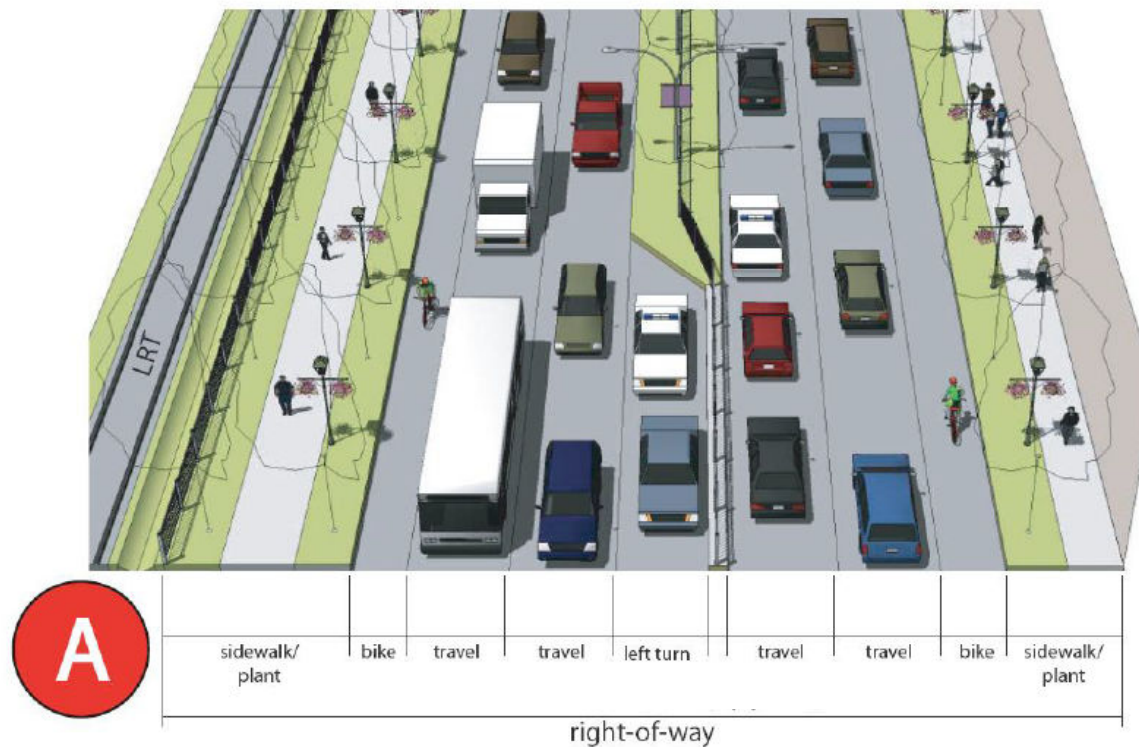
- ▶ Inform Council of the Current Project Vision
- ▶ Get Council Input on Design Features and Project Limits

- ▶ Presentation Flow:
 - Quick Presentation
 - Open Discussion
 - Hard Copy Exhibits are Included – *Please Mark Up with Any Comments*

History of Folsom Blvd Corridor

- Wagon Trail and Pony Express (mid 1800's)
- Sacramento Valley Railroad (completed 1856)
- Folsom Boulevard as a Highway (1926)
- Mills Field and Mather AFB (1918 – 1993)
- US 50 (1973)
- Regional Transit's Gold Line (1998, 2004, 2005)

Complete Streets Vision For The Boulevard

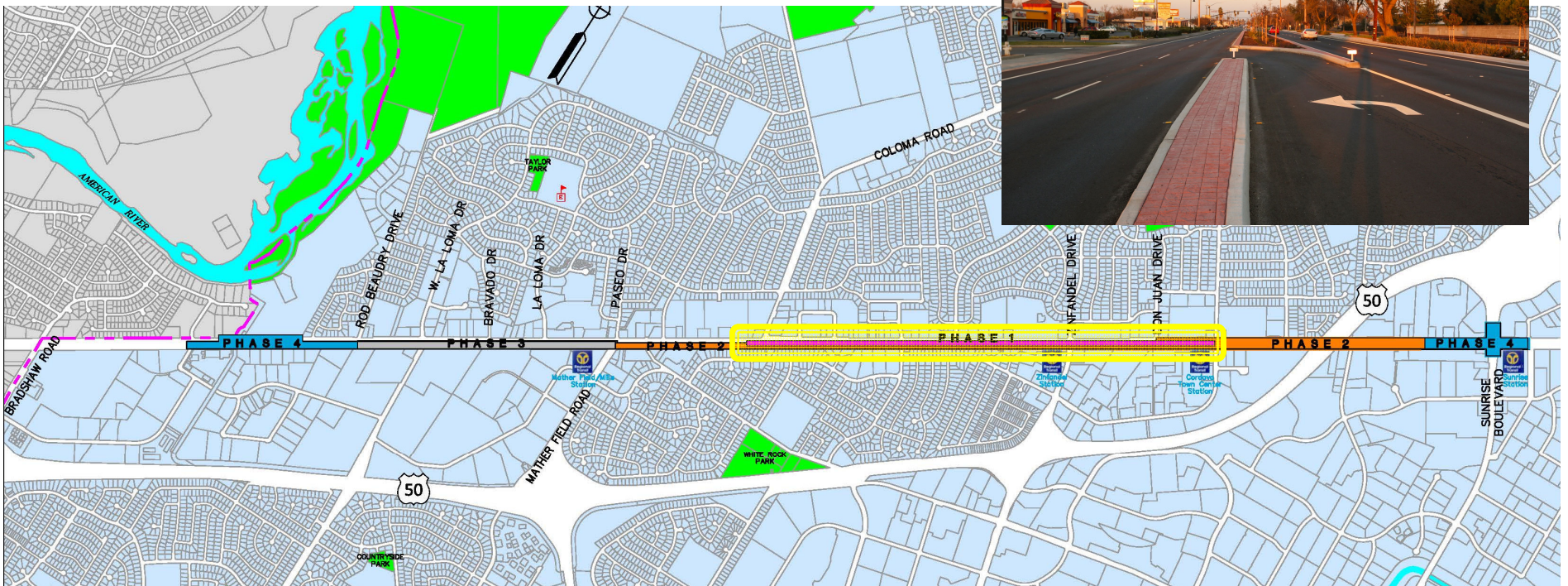


Folsom Blvd – Previous Phases of Work

Phase 1 – Raised/Planted Medians – Coloma Road to Cordova Lane

Improvements:

- Raised Landscaped Medians



Folsom Blvd – Previous Phases of Work

Phase 2 – Complete Streets – Mather Field Road to Sunrise Boulevard



BEFORE



AFTER



Improvements:

- New Curb & Sidewalk on South
- Drainage Improvements
- Raised Median
- Landscaping & Street Lighting Throughout



Folsom Blvd – Previous Phases of Work

Phase 3 – Rod Beaudry Drive to Mather Field Road

Improvements:

- New Curb & Sidewalk on South
- Drainage Improvements
- Raised Median
- Landscaping & Street Lighting Throughout



Folsom Blvd Corridor

- ▶ Previous Phases of Work – \$25M
- ▶ Remaining Corridor Improvements:
 - Underground Existing Aerial Utilities.
 - Streetscape Enhancements – Bradshaw to Rod Beaudry
 - ADA Improvements Throughout Corridor
 - Streetscape Enhancements – Kilgore to Sunrise
 - Sunrise Intersection Modifications
 - Missing Sidewalk and Landscaping Throughout Corridor

Folsom Blvd – Phase IV Project

Available Funding

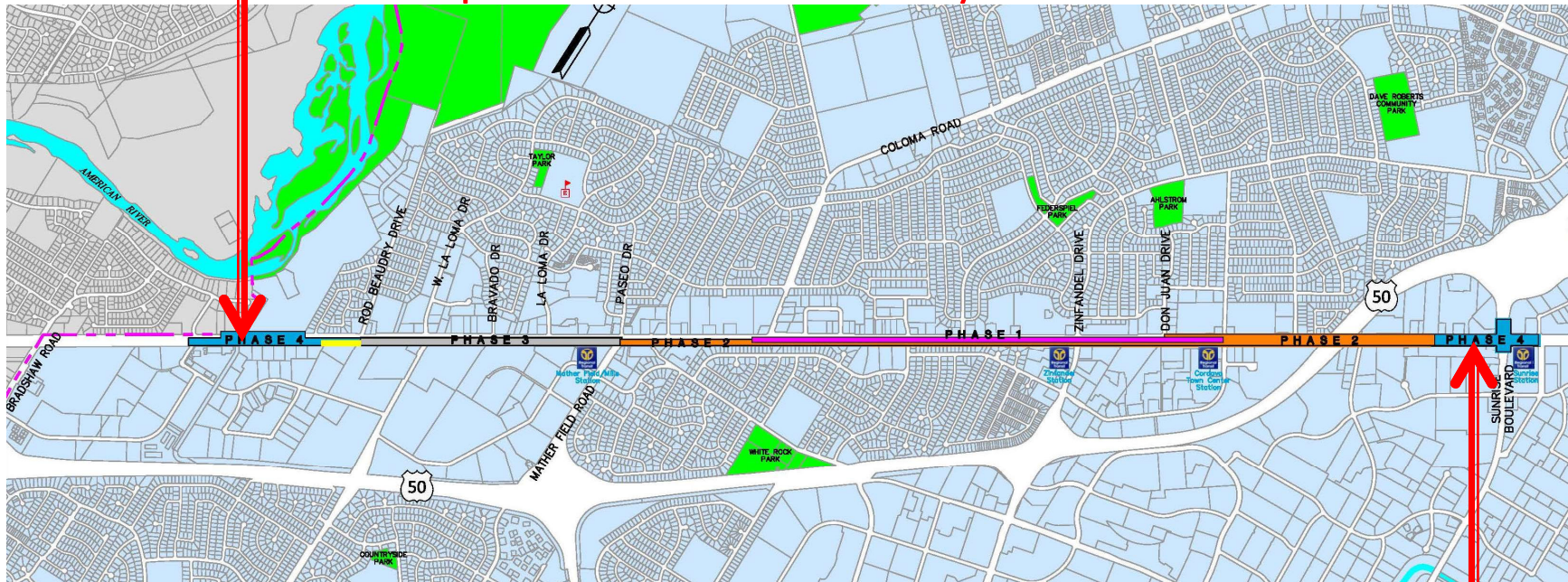
- ▶ TOTAL FUNDING: \$5,600,000
 - Local Funds (Measure A): \$1,600,000
 - Federal Funds (Community Design Grant): \$4,000,000

Folsom Blvd – Phase IV Project

Potential Scope

Location 1:

Streetscape – Horn Road to Rod Beaudry Drive

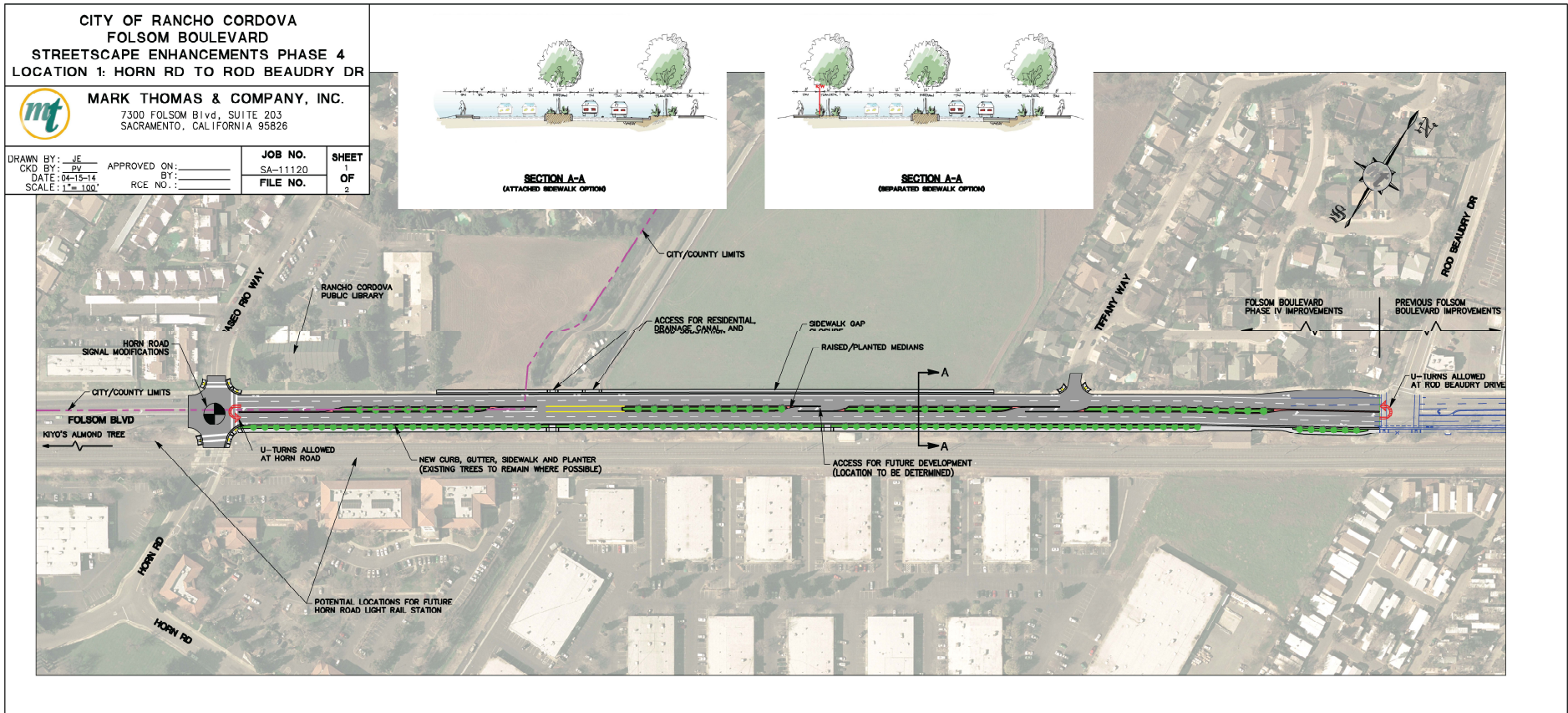


Location 2:

Sunrise Boulevard Intersection
Streetscape – Kilgore to Sunrise

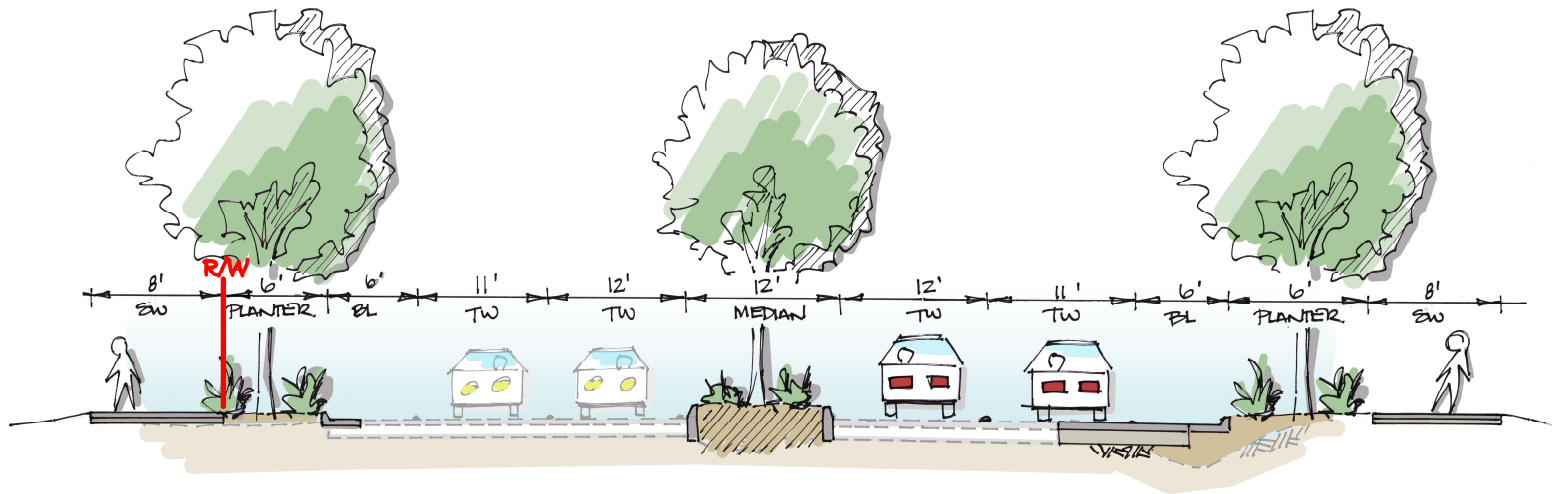
Folsom Blvd – Phase IV Project

Location 1 – Horn Road to Rod Beaudry Drive



Folsom Blvd – Phase IV Project

Location 1 – Cross Sections



OPTION #2: SEPARATED SIDEWALK ON NORTH

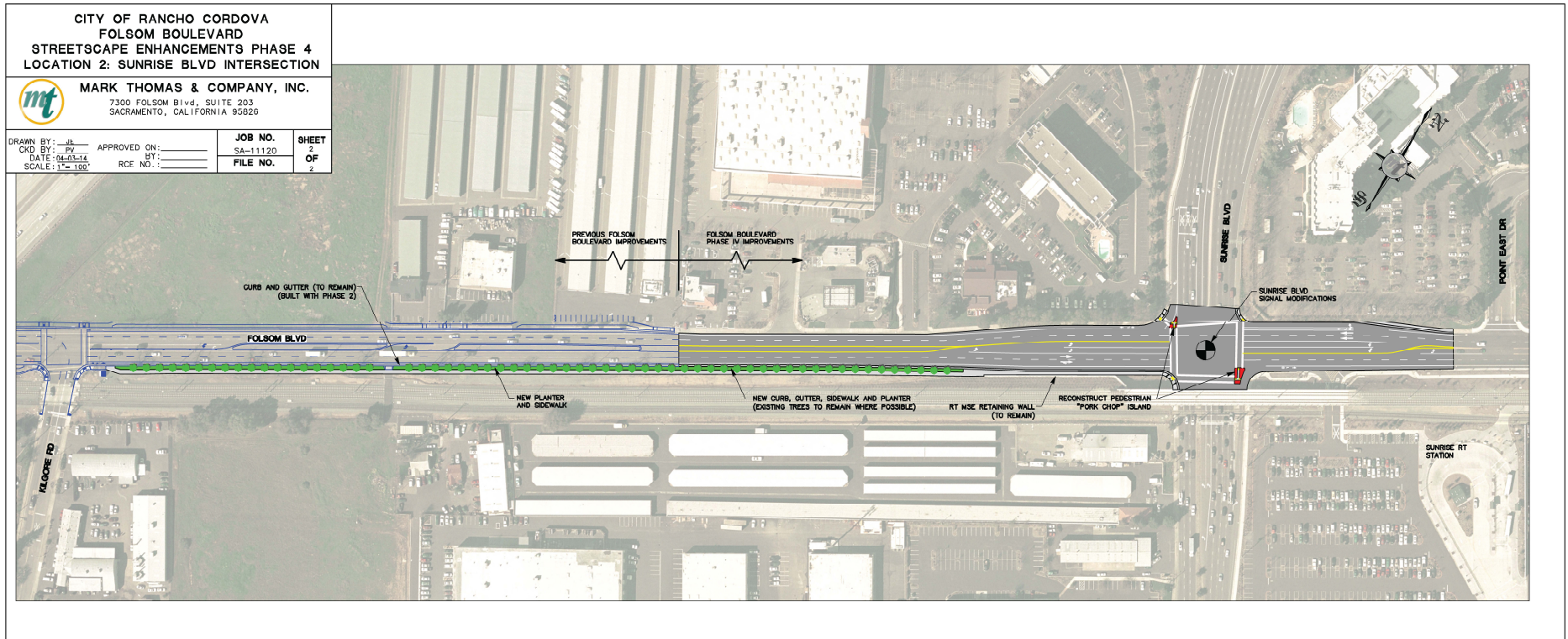
Folsom Blvd – Phase IV Project

Location 1 – Photo Simulation



Folsom Blvd – Phase IV Project

Location 2 – Sunrise Boulevard Area



Folsom Blvd – Phase IV Project

Council Direction/Input