

# Item No. 16

## **“To Be Delivered” Material** For **City of Sacramento** **City Council** **Agenda Packet**

**Submitted:** September 27, 2007

**For the Meeting of:** October 2, 2007

The attached materials were not available at the time the Agenda Packet was prepared.

**Subject:** Florin Road Corridor Plan Agreement (LR07-008)

Contact Information: Remi Mendoza, 808-5003; Michelle Skhal, 808-8704

Please include this “To Be Delivered” material in your agenda packet. This material will also be published to the City’s Intranet.

For additional information, contact the City Clerk Department at Historic City Hall, 915 I Street, First Floor, Sacramento, CA 95814-2604– (916) 808-7200.



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

STAFF REPORT  
October 2, 2007

Honorable Mayor and  
Members of the City Council

**Title:** Florin Road Corridor Plan Agreement (LR07-008)

**Location/Council District:** The Florin Road Corridor from Tamoshanter Way to Stockton Blvd./Council Districts 5 and 8

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute an agreement with the County of Sacramento to jointly prepare the Florin Road Corridor Plan.

**Contact:** Remi Mendoza, Assistant Planner, 808-5003

**Presenters:** Desmond Parrington, AICP, Infill Coordinator, 808-5044; Seann Rooney, President, Rooney Public Affairs

**Department:** Planning

**Divisions:** Long Range Planning and Infill

**Organization No:** 4912 and 4914

### Description/Analysis

**Issue:** As part of both the City's and County's new General Plans, City and County staff are analyzing the potential for future growth, revitalization and reinvestment along existing commercial corridors. The Florin Road Corridor Plan, which has been initiated by the County, is an excellent opportunity to ensure a consistent vision and strategy for the revitalization of both the City and County side, of the Florin Road Corridor.

The Plan will develop a strategy to address the housing needs, economic development, infrastructure and financing, public safety, and design needs of the corridor. Components of the Florin Road Corridor Plan will include: development and funding strategies, design guidelines, infrastructure analysis, streetscape master plan update, a mobility plan, and a new special planning district for the corridor. This effort will result in a uniform set of guidelines and standards along the whole corridor. Furthermore, this project will develop a comprehensive strategy that will encourage well-designed infill and economic development. On September 4, 2007 the County Board of Supervisors approved the Memorandum of Understanding (MOU) and cost sharing agreement in order to jointly prepare the plan. Staff recommends Council adopt the resolution authorizing the city manager to execute the agreement with the County in order to jointly prepare the plan.

**Policy Considerations:** This project is consistent with both the City's overall Strategic Plan Goals and the General Plan vision of becoming the most livable city in America. Specifically this project is consistent with the following Strategic Plan Goals:

- Increase opportunities for all Sacramento residents to live in safe and affordable housing
- Expand economic development throughout the city.

**Committee/Commission Action:** None

**Environmental Considerations:** There are no environmental considerations associated with this report. (Not a project under Section 21065 of CEQA and CEQA Guidelines Section 15378 (b)(4)).

**Rationale for Recommendation:** The agreement will ensure coordination between City and County planning efforts along the Florin Road Corridor. The Florin Road Corridor Plan will promote infill and economic development for both the City and the County.

**Financial Considerations:** The City's portion of the cost for this project is \$242,835. Adequate funding is available in the Planning Department's FY2007/08 consulting services budget for the FY2007/08 amount of \$142,835. The FY2008/09 amount of \$100,000 and any agreed upon cost overruns in FY2009/10 will be contingent upon budget approval and availability of funding. However, if Community Development Block Grant (CDBG) funds for FY 2008/09 become available and are authorized for this project, these funds will be used in place of the Planning Department's FY 2008/09 consulting services funds.

**Emerging Small Business Development (ESBD):** Not Applicable

Respectfully Submitted by: Scot Mende  
Scot Mende, Manager  
New Growth and Infill Division

Approved by: Carol Shearly  
Carol Shearly, Director  
Planning Department

Recommendation Approved:

Ray Kerridge  
Ray Kerridge  
City Manager

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## **Attachment 1**

### **Background**

Sacramento County's General Plan Update identifies its existing commercial corridors as key areas for future growth. As a result, the County has begun planning studies for specific corridors to identify current and future needs as well as plan for the type of infill development, economic development and revitalization that County residents and businesses hope to see in the future. The Florin Road Corridor Plan is one such study. In March 2007, the County hired a project team led by planning consultant Seann Rooney of Rooney Public Affairs. The consultant team includes Darryl Chinn Architects, Quadriga Landscape Architects, Mark Thomas & Company, Fehr & Peers and the Local Government Commission. The team will look at land use, economics, infrastructure, design, public safety, streetscape, transportation and mobility.

By partnering with the County, the study area will be expanded to encompass the City portion of the Florin Road Corridor from Tamoshanter Way to Franklin Blvd. This is a great opportunity to partner with the County and jointly pursue efforts to develop a plan that is specific to the needs of the entire corridor. Approving an agreement will ensure coordination between the City and County in order to address the housing needs, economic development, infrastructure and financing, public safety, and design needs of the corridor. The end result of this joint planning effort will be a plan that identifies needs, develops a financing strategy to address those needs, and creates steps to encourage growth, revitalization, and investment along Florin Road. Furthermore, the Florin Road Plan will establish a uniform set of standards and zoning along the entire corridor to encourage attractive and well-designed development.

**Attachment 2**

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**APPROVING AN AGREEMENT WITH THE COUNTY OF SACRAMENTO RELATING TO COST SHARING FOR THE FLORIN ROAD CORRIDOR PLAN**

**BACKGROUND**

- A. The Florin Road Corridor Plan area is located in South Sacramento and stretches from Tamoshanter Way in the City to Stockton Blvd in the County;
- B. Similar to the County, the City's new General Plan anticipates future growth and revitalization along commercial corridors ,including Florin Road;
- C. The Florin Road Corridor Plan will identify existing and future needs and will develop a strategy to promote economic and infill development in the area;
- D. Coordination with the County is essential to fostering the kind of development and investment that supports the needs of residents and businesses along the entire corridor;
- E. Work with the County will result in a uniform set of guidelines and standards along the entire corridor that encourages well-designed development.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute an agreement with the County of Sacramento for cost sharing of the Florin Road Commercial Corridor Study, in an amount not to exceed \$242,835.
- Section 2. Authorize the expenditure of \$142,835 from the Planning Department's consultant services budget in FY2007/08.
- Section 3. Authorize the expenditure of \$100,000 in FY2008/09 and any agreed upon and approved cost overruns in FY2009/10, dependent on budget approval and availability of funding.

**Attachment 3**

**AGREEMENT FOR  
COST-SHARING OF  
FLORIN ROAD COMMERCIAL CORRIDOR STUDY**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY."

**RECITALS**

WHEREAS, COUNTY intends to engage a consultant to conduct a study of the commercial corridor along Florin Road and desires to include certain commercial parcels located within the limits of CITY as part of the study. The study focuses on planning for coordinated urban design, circulation and land use changes that will improve the community's quality of life, balance land uses, explore housing opportunities and stimulate commercial, residential and mixed use infill development.

WHEREAS, CITY also desires to have included in COUNTY'S study of the Florin Road commercial corridor certain parcels located in the CITY and to contribute to COUNTY a proportionate share of the cost of the study; and

WHEREAS, CITY and COUNTY enter into this Agreement on the terms and conditions set forth herein to accomplish this purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and COUNTY agree as follows:

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services contemplated under this Agreement, including the work of the consultant, are completed, which is estimated to be December 31, 2008. COUNTY'S Director has authority to extend this Agreement on behalf of COUNTY. CITY'S Director of Planning has the authority to extend this agreement on behalf of the CITY.

2. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by postage pre-paid, first class mail, addressed as follows:

TO COUNTY:

Tricia Stevens, Principal Planner  
Department of Planning & Community  
Development  
County of Sacramento  
827 7<sup>th</sup> Street, Suite 101  
Sacramento, CA 95814

TO CITY:

Carol Shearly, Director  
Planning Department  
City of Sacramento  
915 I Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

Mailed notice shall be deemed given on the date of mailing in conformance with this section.

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. SCOPE OF SERVICES AND RESPONSIBILITIES UNDER CONSULTANT SERVICES CONTRACT

- A. CITY and COUNTY shall mutually develop and approve the scope of services for the proposed study of the Florin Road Commercial Corridor (hereinafter "Study").
- B. COUNTY shall include in the Study those commercial parcels located within the limits of CITY which have a property line on Florin Road, parcels included within the Florin Road Partnership Boundary and some adjacent vacant parcels which may be suitable for development as shown on the attachment.
- C. COUNTY shall select and contract with a consultant to conduct the Study. COUNTY, in consultation with the CITY, shall have sole authority and responsibility for directing the work under and administering the consultant contract and shall be fully and solely responsible for payment of all costs to the consultant under the consultant contract. COUNTY shall provide CITY with an electronic and hard copy of the report of the Study results when completed.

4. COST SHARING

- A. CITY shall share COUNTY'S costs of the Study in the sum amount of \$242,835 for the plan. City shall, within 120 days of receiving invoice, remit payment to COUNTY according to the schedule below.

Payment will occur in two installments:

- 1. \$142,835 upon approval of this Agreement
- 2. \$100,000.00 on July 1, 2008.

- B. Payment for all cost overruns shall be jointly determined and shall not be approved unless a funding source has been identified and jointly approved by the County and the City. Cost overrun payment if applicable shall be paid at completion of the study.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. INDEMNIFICATION

- A. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of CITY and COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, and CITY'S Council. It is also the intention of CITY and COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors and CITY'S Council.

7. INSURANCE

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30)

days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

9. SUCCESSORS

This Agreement shall bind the successors of CITY and COUNTY in the same manner as if they were expressly named.

10. TIME

Time is of the essence of this Agreement.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. DIRECTOR

As used in this Agreement, "Director" shall mean the County of Sacramento Director of the Planning & Community Development Department, or his/her designee.

13. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

14. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon 30 days written notice to CITY. COUNTY'S Director has authority to terminate this Agreement on behalf of COUNTY.
- B. CITY may terminate this Agreement without cause upon 30 days written notice to COUNTY.
- C. COUNTY may terminate this Agreement immediately upon giving written notice to CITY, 1) if advised that funds are not available from external

sources for the Florin Road Commercial Corridor Study or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and final budget are not appropriated by COUNTY for the Study or any portion thereof; 3) if funds that were previously appropriated for the Study are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions; or 4) if COUNTY terminates any agreement with consultant(s) conducting the study.

D. Upon termination of this Agreement, COUNTY shall provide an accounting to CITY of CITY'S cost share and shall return any unexpended balance to CITY.

15. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF SACRAMNETO, a municipal corporation

By: \_\_\_\_\_  
Robert Sherry, Director  
Planning &Community Development  
Department  
Municipal Services Agency

By: \_\_\_\_\_  
Name: Ray Kerridge  
Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by the Director under the authority delegated by Resolution Number \_\_\_\_\_.

Signed by the City Manager under the authority delegated by Resolution Number \_\_\_\_\_.

Agreement approved by Board of Supervisors:

Agreement approved by Council

Agenda Date: \_\_\_\_\_

Agenda Date: \_\_\_\_\_

**Item Number:** \_\_\_\_\_

**Item Number:** \_\_\_\_\_

Reviewed & Approved by County Counsel

Reviewed & Approved by City Attorney

By: \_\_\_\_\_  
Krista Whitman  
Supervising Deputy County Counsel

By: \_\_\_\_\_  
Sabina Gilbert  
Senior Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_  
Troy Givans, Senior Planner  
County of Sacramento, Department of Economic Development  
Phone: (916) 874-2413

## **Attachment 4**

### **Scope of Services**

#### **Florin Road Corridor Plan Task Descriptions**

The following overview highlights key tasks of the Florin Road Corridor Plan (FRCP) project. Task summaries are listed in the order they appear in the project schedule.

##### Project Team Meetings

The meetings of the Project Team are scheduled to take place on a regular basis and will be critical to the coordination of all components of the corridor plan. The Project Team includes consultant team members, as well as city and county staff. Each meeting will be coordinated and facilitated by the project manager Seann Rooney.

##### Assessments and Best Practices Review (BPR)

One of the first tasks on the project schedule will be assessment of existing conditions, as well as research of successful programs and projects from other areas across the region and state. This is a critical step in the planning process and will also include coordination with other corridor planning efforts in the City and County. Each project discipline will follow a format outlined by the project manager and a comprehensive Best Practices Report will be prepared.

##### Establishment of a Project Working Group

This first step in the outreach process is the creation of a Project Working Group for the purposes of project oversight. The composition of the advisory group (proposed) includes property owners, representatives from the Florin Road Partnership, agency representatives and community leaders. The group will meet a number of times during the course of the project and will serve as the primary advisory group to the Project Team (county, city and consultants).

##### Project Overviews and Materials Produced

One critical component of the overall planning effort is the production of project materials for outreach purposes and use at the community meetings. Materials will be produced throughout the project, with an emphasis on "visual" formats and presentations.

##### Project Status Reports

These reports will be produced approximately every two months over the course of the project for the Working Group and the project management team (City/County). These reports will include: outreach updates, planning overviews and other project details.

##### Website Materials

The Project Team will provide information and project details for the purpose of the posting on the City and County websites. The tentative project schedule includes three website

updates: the initial posting, a mid-project update and the posting of the final work product (materials).

### Community Outreach

The community outreach program for the project will be extensive and will include meetings with key project stakeholders (property owners, etc.) and general public workshops. The Project Team will prepare a Summary Report after each workshop. Outreach for specific plan components, such as the Streetscape Master Plan, will include additional outreach activities in the community. For example, the Streetscape Master Plan team will hold a mobile workshop (at a local, to-be-determined, retail establishment) on the Florin Road Corridor.

### Components of the Florin Road Corridor Plan

Development and Funding Strategies, Special Planning Area/District Ordinance, Infrastructural Analysis, Streetscape Master Plan Update and Mobility Plan will comprise the Florin Road Corridor. Specifically:

- Development strategies will address economic development and housing needs of the corridor;
- The analysis of infrastructure will identify existing deficiencies in different parts of the corridor and necessary improvements to facilitate development including estimated costs;
- Funding strategies will be tailored to identify feasible methods for financing infrastructure and encouraging economic development;
- The Special Planning Area/District Ordinance will identify zoning changes for specific parcels and text changes necessary to fulfill the plan's strategies;
- The Special Planning Area/District Ordinance will also include a design/form-based component to guide future development;
- The Plan will include design and streetscape measures to address public safety issues; and
- The Mobility Plan will address circulation issues specific to the Florin Road Corridor including multi-modal transportation issues (pedestrians, transit, etc.) to support the needs of residents and businesses in the area.

These strategies will be developed by the consultant team and reviewed by management staff and the project Working Group throughout the planning process (from Administrative Drafts to Final Drafts for City Council and Board of Supervisors approval). This portion of the project also includes the creation of key implementation and funding strategies. Final draft concepts and plans to be produced by the Project Team by approximately the tenth month of the project.

### Project "Hiatus"

The Project Team has planned for a six month period at the end of the initial planning process, for city and county review of the FRCP (City Attorney, County Counsel, City/County Economic Development and Planning Departments, and the Department of Environmental Review and Assessment).

Post Environmental Review - Consistency Check

This task will include a Project Team review of all city/county and public comments, and the incorporation of any necessary changes and revisions. The Project Team will also provide a consistency check to ensure that the overall project goals and objectives have been met.

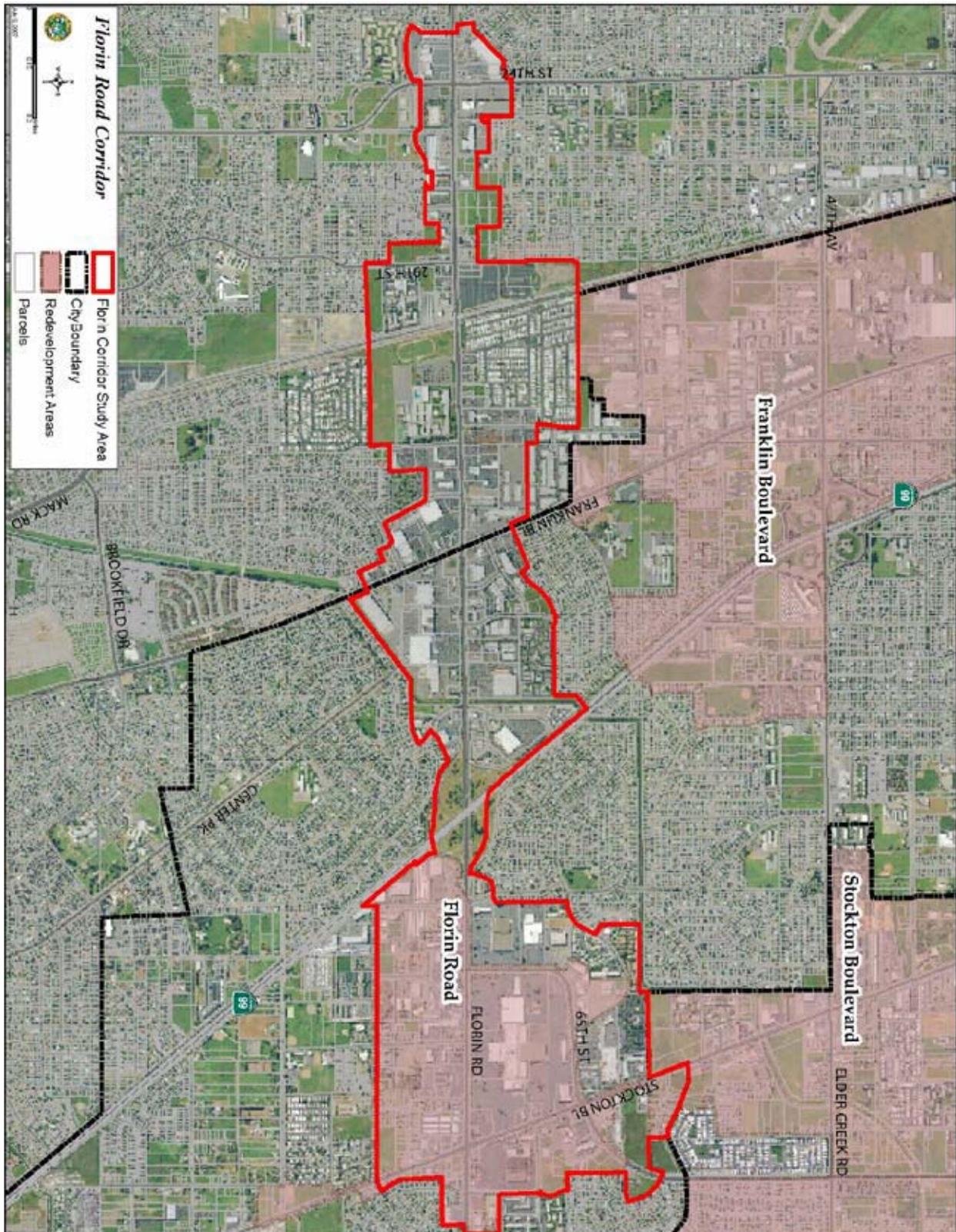
Project Approval

After the planning and project review by the Working Group, community (at the final workshop) and city/county staff, the project will enter the final stages of the process. The Board of Supervisors and Sacramento City Council will receive the report and authorize any action(s) at that time.

Deliverables

The final report will identify key issues, propose strategies, and set out specific recommendations to realize the goals and objectives for the corridor. The report will include maps and graphics to illustrate important concepts/issues and will be user-friendly. The report will be accompanied by a background appendix with detailed supporting information.

### Attachment 5 Map of the Florin Road Corridor Plan Study Area

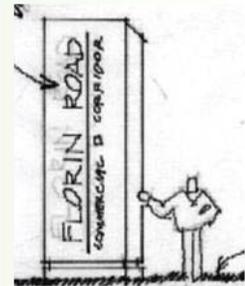


**Attachment 6**  
**Florin Road Corridor Plan Presentation**

# Florin Road Corridor Plan

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*Tradition*  
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*Change*  
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*Opportunity*



Florin Road Corridor Plan

# Planning on the Corridor

- City & County General Plans
- FRP District Management Plan
- Stockton/Franklin Masterplans
- Florin Road Market Analysis
- Regional Transit
- Florin Road Streetscape Masterplan
- Lighting Masterplan
- Redevelopment Plan
- SACOG Blueprint
- Private Development

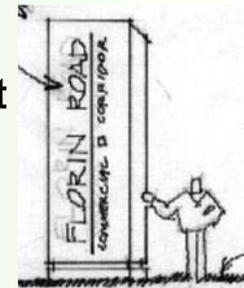
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Florin Road Corridor Plan

## Brief Project History

- Florin Road corridor chosen by County as 1 of 3 corridors for key planning effort
- Consultant team led by Rooney Public Affairs selected by County in June 2006
- Contract signed in early 2007
- City draft General Plan identifies commercial corridors as area for future growth
- City and County discuss creation of joint plan to cover both sides of corridor in 2007
- Project on hold pending City approval

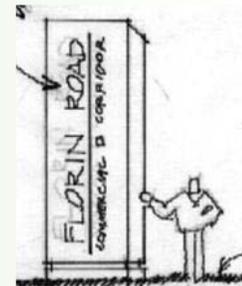
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Florin Road Corridor Plan

# Project Understanding

- Significant challenges as well as key opportunities
- No simple solution
- Diverse stakeholders, changing vision
- Strategically address projects by “district”
- Design, planning, infrastructure and economic planning components working together in one plan for the corridor
- Extensive outreach - transparency
- Inter-agency and department coordination

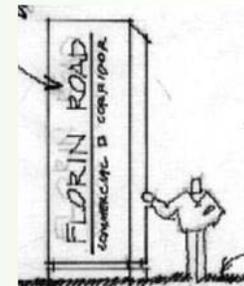
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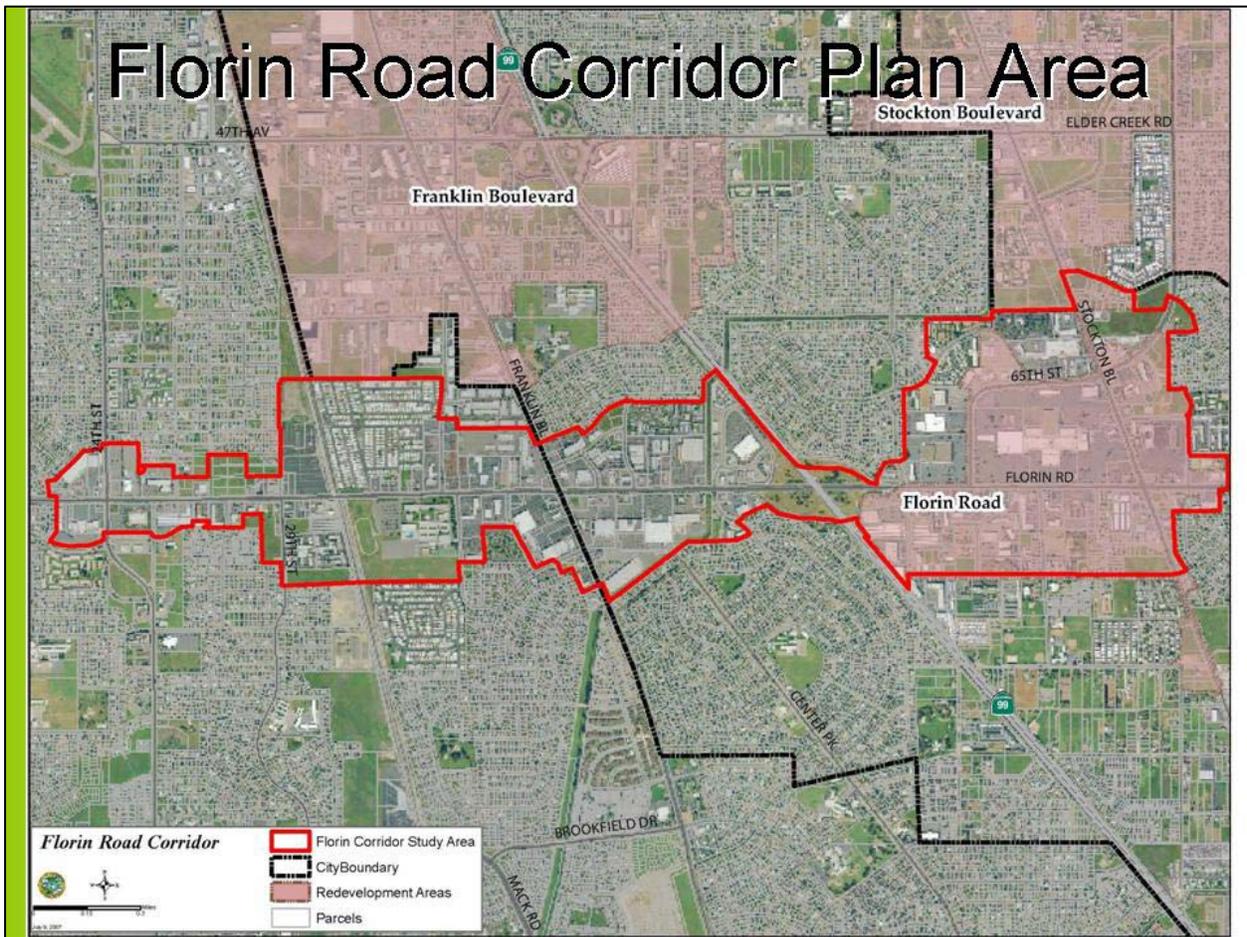
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Florin Road Corridor Plan



# Plan Components

*(the five components of the overall plan)*

- Special Planning Area/District
- Streetscape Masterplan
- Mobility Plan
- Development and Funding Strategies
- Infrastructure Analysis

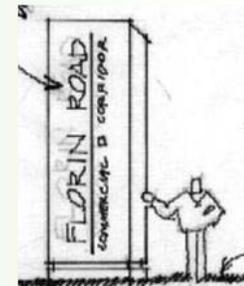
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Florin Road Corridor Plan

# Safety and Security

*(this "sixth" major component was added to the scope)*

- Existing conditions assessment and Best Practices Review
- All planning components to make considerations for safety and security
- Community input and ideas
- Final product - stand alone strategy designed to outline short and long term approaches

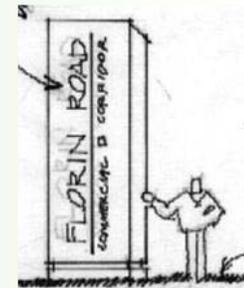
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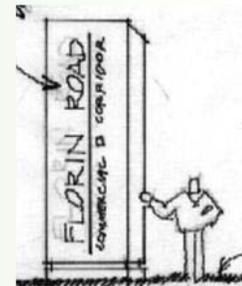


Florin Road Corridor Plan

## Community Outreach

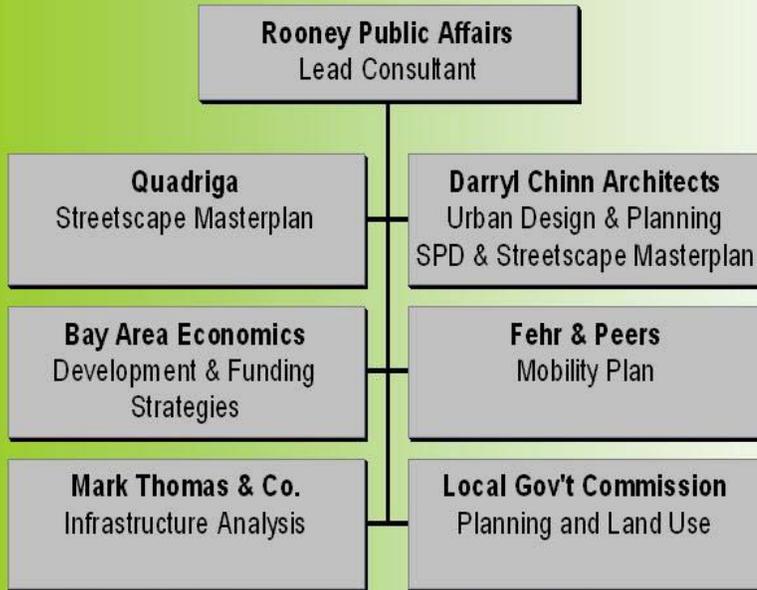
- Hybrid approach to outreach
  - New ideas mixed with time-tested techniques
- Establish project committee
- Make the “extra” effort
  - Meet at community heartbeats
  - Input from youth and seniors
  - Involve businesses and residents
- Get input from diverse groups
- Take key concepts to the people and refine with input

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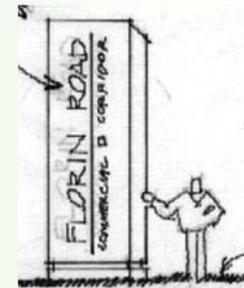


Florin Road Corridor Plan

# Consultant Team



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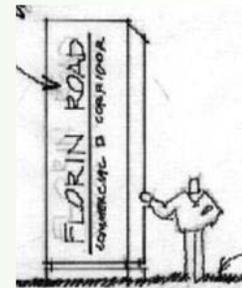


Florin Road Corridor Plan

# Consultant Team Background

- Years of experience in Florin community
- Comprehensive understanding of area planning efforts
- Understanding of related planning efforts in the immediate community
- Experience on commercial corridors throughout the region and state
- Ability to connect with key stakeholders and community members
- Strong focus on implementation

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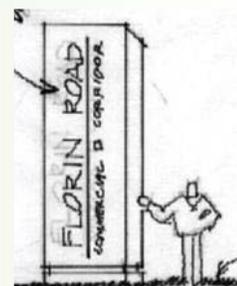


Florin Road Corridor Plan

# Plan Strategy

- Review of past efforts
- Best practices
- Visioning
- Stakeholder input
- Draft plans
- Refinements and consistency checks
- Proposed strategies for implementation
- Community buy-in

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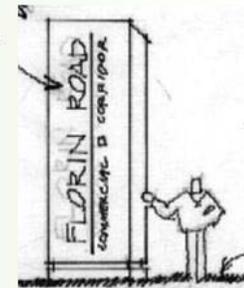


Florin Road Corridor Plan

# Workplan Summary

- Existing Conditions Review and Research
- Draft Plans
- Committee and Community Input
- Consistency Checks
- Schedule
  - Quick start after Council approval
  - Plan development and process input fall 2007 to spring 2008
  - Refine and approve FRCP in late 2008
  - Environmental review and project completion in late 2008
  - Public hearings and approval in early 2009

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Florin Road Corridor Plan