

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 19, 2020

**3:30 PM - Special Meeting/Closed Session
David B. Roberts Council Chambers**

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

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state guidelines on social distancing including the requirement of wearing a face covering. This meeting will also be available to the public via video/teleconferencing.

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

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/97341352848?pwd=Y1Y3T09sQ3BXZWJyckdMVTI3MzhQUT09>

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: US: +1 669 900 6833 or 888 475 4499 (Toll Free)

Webinar ID: 973 4135 2848

Password: 069290

Live video streams and indexed archives of meetings are also available via the Internet. Visit the City’s official website at: <https://ranhocordovaca.civicclerk.com/web/home.aspx>

Instructions to Make Public Comment

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 1:30 p.m. on Monday, October 19, 2020. All comments submitted later than 1:30 p.m. will be sent to the City Council for their review and may not be read during the meeting.

During the meeting, members of the public who wish to provide verbal comments during the meeting, may do so in-person by attending the City Council Meeting at Rancho Cordova City Hall or by video/teleconference. If you wish to provide verbal comments via video/teleconference, follow these instructions:

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given by the City Clerk’s office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

You can join a Zoom meeting via teleconferencing/audio conferencing using a cell phone or traditional landline phone. To request to make a public comment by phone press *9 to raise your hand. Please wait to be called upon by the City Clerk.

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk’s Office at (916) 851-8720 before 1:30 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry, and Mayor David Sander

2. PUBLIC COMMENT

3. SPECIAL MEETING ITEMS

- 3.1. **Subject:** Appointment of Real Property Negotiators; Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney; Property Address and Assessor's Parcel Number (APN): 10559 Folsom Boulevard; APN 057-0231-016-0000.

4. CLOSED SESSION

Council will meet in closed session to discuss the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Attorney: Pursuant to Government Code Section 54957.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 10599 Folsom Boulevard, Assessor's Parcel Number 057-0231-016-0020. City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney Negotiating Parties: Property Owner Jeanette D Orsi. Under Negotiation: Price and Terms of Payment.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (One Case).

5. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney and City Manager will report on action taken in closed session.

6. ADJOURNMENT OF SPECIAL MEETING

7. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

8. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

9. PLEDGE OF ALLEGIANCE

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

10. INVOCATION

Shadi Hayek will give the invocation.

11. PRESENTATIONS

11.1. Presentation of Proclamation Recognizing Marilyn Phelps on her Retirement.

11.2. Presentation of Proclamation Recognizing National Audiology Awareness Month and the Contributions CCHAT (Children's Choice for Hearing & Talking) Center Makes in our City.

11.3. Vice Mayor Gatewood's Birthday on October 23, 2020.

12. PUBLIC COMMENT

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

13. COUNCIL REPORTS

14. CITY MANAGER'S REPORT

15. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

15.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 5, 2020 and the Special Meeting of October 13, 2020.

Recommendation: Adopt the Minutes.

15.2. **Subject:** Second Reading of an Ordinance Establishing a Special Tax Area No. 26 for Transit-Related Services for White Rock Center Project.

Recommendation: Waive second reading and adopt the Ordinance.

- 15.3. **Subject:** Approval of the Annexation Boundary Map for the Rancho Cordova Retirement Residence Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance)

Recommendation: Adopt the Resolution.

- 15.4. **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Rancho Cordova Retirement Residence Project

Recommendation: Adopt the Resolution.

- 15.5. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Proud Audio Visual for Audio Visual System Upgrades to the City Council Chambers and City Conference Rooms

Recommendation: Adopt Resolution Authorizing the City Manager to Execute a Contract with Proud Audio Visual for Audio Visual system Upgrades to the City Council Chambers and City Conference Rooms.

- 15.6. **Subject:** A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding with the County of Sacramento for the Award of California Wildlife Conservation Board Funding for the American River Ranch Parking Lot and Road Projects in an Amount not to Exceed \$866,231.

Recommendation: Adopt the Resolution.

- 15.7. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Mark Thomas & Company, Inc. for the Soil Born Farms Parking Lot and Driveway Improvements at the American River Ranch for an Amount not to Exceed \$206,800.

Recommendation: Adopt the Resolution.

- 15.8. **Subject:** A Resolution Authorizing the City Council of the City of Rancho Cordova to Modify the Number of Oversight Board Members to be Appointed to Serve on the Measure H/Community Enhancement Fund Citizen Oversight Board and to Stagger the Terms.

Recommendation: Adopt the Resolution.

16. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Anatolia Retail Center Project.

Recommendation: Adopt the Resolution.

- 16.2. **Subject:** A Resolution to Approve the Abandonment of Light and Air Easement Located at 2320 Pecan Grove Way Pursuant to the Provisions of Chapter 3, Part 3 of Public Streets, Highways, and Service Easements Vacate Law Commencing at Section 8320 of the California Streets and Highways Code.

Recommendation: Adopt the Resolution.

17. PUBLIC HEARING ITEMS

- 17.1. **Subject:** A Minor Design Review and Referral to Council for a Outdoor Storage Facility Located at 3836 Security Park Drive within the Security Park DD9970.

Recommendation: Adopt the Resolution to Approve the Minor Design Review.

18. REGULAR CALENDAR ITEMS

18.1. Subject: Youth Center Update.

Recommendation: Receive update on the Youth Center Project and provide direction to staff on the proposed design concepts.

19. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

20. ADJOURN TO CLOSED SESSION

Mayor Sander will adjourn the meeting to closed session.

21. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry, and Mayor David Sander.

22. CLOSED SESSION

Council will meet in closed session to discuss the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David M. Sander and City Attorney Adam U. Lindgren. Unrepresented Employees: City Manager.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Attorney: Pursuant to Government Code Section 54957.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David M. Sander and City Manager Cyrus Abhar. Unrepresented Employees: City Attorney.

23. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney and City Manager will report on action taken in closed session.

24. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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.

UPCOMING MEETINGS	
October 27, 2020	5:30 PM Special Meeting/Closed Session for City Manager Evaluation - ONLY IF NEEDED
November 2, 2020	5:30 PM Regular Meeting
November 10, 2020	5:30 PM Special Meeting/Work Session
November 16, 2020	4:00 PM Special Meeting/Regular Meeting
December 7, 2020	4:00 PM Special Meeting/Regular Meeting
December 15, 2020	5:30 PM Special Meeting/Work Session
December 21, 2020	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 19, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 16, 2020 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed October 16, 2020 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 15.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

4:00 PM – Special Meeting
David B. Roberts Council Chambers

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

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state guidelines on social distancing including the requirement of wearing a face covering. This meeting will also be available to the public via video/teleconferencing.

Monday, October 5, 2020

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order in the David B. Roberts Council Chambers at 4:30 p.m.

Council Members Present: Budge, Gatewood, McGarvey, Terry, and Mayor Sander

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

3. SPECIAL MEETING

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 5, 2020

- 3.1. **Subject:** Rancho Cordova Police Department Update on Crime Statistics for 2014-2019
Recommendation: This update is both for informational purposes and for Council questions and discussion.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Donald Childs

Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Rancho Cordova Police Department Update on Crime Statistics for 2014-2019.

4. **ADJOURNMENT OF SPECIAL MEETING**

Mayor Sander adjourned the special meeting to the regular meeting in the David B. Roberts Council Chambers.

5. **REGULAR MEETING - CALL TO ORDER/ROLL CALL**

Mayor McGarvey called the Regular meeting to order in the David B. Roberts Council Chambers at 5:33 PM

Council Members Present: Budge, Gatewood, McGarvey, Terry, and Mayor Sander

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner, Persephonie Riley, and Kelly Thompson

6. **METRO CABLE TV TELEVISION ANNOUNCEMENT**

The City Clerk read the meetings recordings and playback schedule.

7. **PLEDGE OF ALLEGIANCE**

City Manager Cyrus Abhar led the pledge.

8. **INVOCATION**

Walter Little with St. John Vianney led the invocation.

9. **PRESENTATIONS**

10. **PUBLIC COMMENT**

Mayor Sander opened the public comment period. The following individuals addressed the Council or sent public comment via email:

1. Helen Bashaw
2. Shawn Gubala
3. Carl Salmonsens
4. Lisa Pappas

Mayor Sander closed the public comment period.

11. **COUNCIL REPORTS**

Council reported on events since the last meeting.

12. **CITY MANAGER'S REPORT**

City Manager Cyrus Abhar gave his report.

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 5, 2020

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Sander asked that item 13.5. be pulled for separate discussion.

ACTION: Motion to approve item 13.1 through 13.4 and 13.6 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 21, 2020.

Recommendation: Adopt the Minutes.

- 13.2. **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Anatolia Retail Center Project

Recommendation: Adopt the Resolution.

- 13.3. **Subject:** Annexation of the Anatolia Retail Center project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance)

Recommendation: Adopt the Resolution.

- 13.4. **Subject:** Second Reading of Ordinance Amending the Sun Creek Specific Plan DD8467
Recommendation: Waive second reading and adopt the Ordinance.

- 13.5. **Subject:** Second Reading of An Ordinance Amending Chapter 6.84 of the Rancho Cordova Municipal Code Related to Smoking in and Around Multifamily Residential Properties 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

Recommendation: Waive second reading and adopt the Ordinance.

ACTION: Motion to approve item 13.5. by Budge second by McGarvey;
Motion passed with a 5:0 vote.

- 13.6. **Subject:** Second Reading of an Ordinance Adopting Chapter 16.95 of the Rancho Cordova Municipal Code Establishing the City's Storm Drainage Impact Fee Program and Transition from Sacramento County's Zone 11 Fee Program

Recommendation: Waive second reading and adopt the Ordinance.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

ACTION: Motion to approve item 14.1 and 14.2 by Budge second by McGarvey;
Motion passed with a 5:0 vote.

- 14.1. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the White Rock Center project

Recommendation: Adopt the Resolution.

- 14.2. **Subject:** A Resolution Creating Special Tax Area Zone 26 and First Reading of an Ordinance Establishing a Special Tax for Transit-Related Services for the White Rock Center Project

Recommendation: Adopt the Resolution creating special tax area Zone 26 and

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 5, 2020

introduce and waive the first reading of the Ordinance establishing a Special Tax for Transit-Related services for the White Rock Center project.

15. PUBLIC HEARING ITEMS

None.

16. REGULAR CALENDAR ITEMS

16.1. **Subject:** Community Enhancement Fund Citizen Oversight Board Appointments

Recommendation: The City Council discuss, and select, by a majority vote of the full City Council, five two-year term Board members to fill the Community Enhancement Fund Citizen Oversight Board.

ACTION: Motion to expand board to seven (7) members by Budge second by Gatewood;
Motion passed with a 5:0 vote.

16.2. **Subject:** 2020 Public Works Infrastructure Update.

Recommendation: Receive the 2020 Public Works Infrastructure Update and Recommendations from staff regarding active infrastructure projects.

ACTION: Input was received regarding the 2020 Public Works Infrastructure Update.

16.3. **Subject:** A Resolution Joining the California Community Housing Agency (CalCHA) Joint Powers Authority.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

ACTION: Motion to item 16.3. by Budge second by Terry;
Motion passed with a 5:0 vote.

16.4. **Subject:** Green Zones Nomination for the Sacramento Area Council of Governments (SACOG) Green Means Go Pilot Program

Recommendation: Adopt the resolution designating a Green Zone for the Sacramento Area Council of Governments (SACOG) Green Means Go Pilot Program.

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

ACTION: Motion to approve item 16.4. with the amendment of certain parcels by Budge second by Terry;
Motion passed with a 5:0 vote.

16.5. **Subject:** Multifamily Design Booklet - Preliminary Design Discussion

Recommendation: Receive presentation from staff and TG+P and provide feedback on the draft booklet approach, components, and draft architectural styles.

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Multifamily Design Booklet - Preliminary

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 5, 2020

Design Discussion.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Regulation of Mobile Home Parks within the City
2. Discussion regarding the requirement of new gas stations to have one electric charger.

18. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of Agnes Saba and Ross McCarty at 8:56 p.m.

Stacy Leitner, CMC
City Clerk

ITEM 15.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

**2:00 PM – Special Meeting Closed Session
David B. Roberts Council Chambers**

Tuesday, October 13, 2020

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the David B. Roberts Council Chambers at 2:03 p.m.

Council Members Present: Budge, Gatewood, McGarvey, Terry, and Mayor Sander

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. Seeing no speakers. Mayor Sander closed the public comment period.

3. CLOSED SESSION

Council met in Closed Session to discuss the following item:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

4. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney reported that the item discussed in closed session will be continued to October 19, 2020.

5. ADJOURNMENT

Mayor Sander adjourned the meeting at 4:08 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.2.

DATE: October 19, 2020
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman.
Jeanette Cervantes, Management Technician
SUBJECT: **SECOND READING OF AN ORDINANCE ESTABLISHING A SPECIAL TAX AREA NO. 26 FOR TRANSIT-RELATED SERVICES FOR WHITE ROCK CENTER PROJECT.**

RECOMMENDATION

Waive second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area Zone No. 26 and establishing a Special Tax for transit-related services for the White Rock Center project.

BACKGROUND

On October 5, 2020, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also approved a Resolution that established Special Tax Zone No. 26, the boundaries of which will be contiguous to the boundaries of the White Rock Center project.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance - Boundary Map
3. Exhibit B to the Ordinance - Property Land Use Category

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA,
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE
WHITE ROCK CENTER PROJECT SUBJECT TO VOTER APPROVAL****THE CITY COUNCIL OF THE CITY OF THE RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:**Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 26 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 26.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 26 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 26 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 26 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 26, nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 26 (the "Zone")" means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map, Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

H. "Voter" means a person who owns real property within Zone 26, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 26.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2021 through June 30, 2022) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 26 for the then current fiscal year, as set forth below.

For each Land Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all

candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 26 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on November 19, 2020 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2021.

ADOPTED, THIS 19th day of October 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

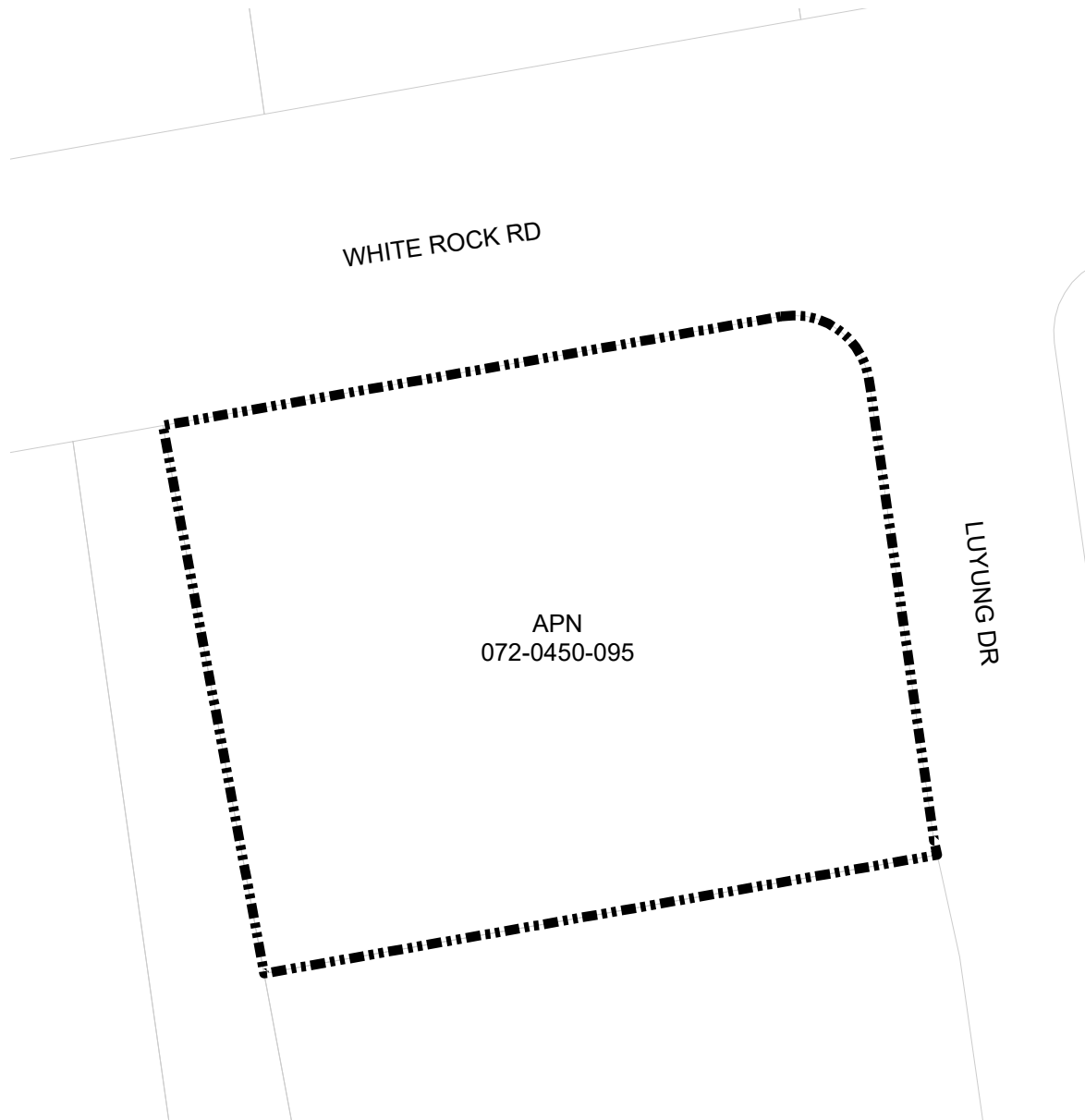
ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 15.2.

Exhibit A to the Ordinance

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 26
(WHITE ROCK CENTER)

**Legend**

Annexation Boundary



Parcel Boundary

Amount of Tax per Parcel by Land Use Category**A. Residential Dwelling Units**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2020-2021 for Residential Land Use Categories shall be \$76.00 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$60.80 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$45.60 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax)).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2020-2021 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,948.64 per retail and service commercial acre, \$1,675.04 per commercial mixed use or office commercial acre, and \$699.20 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



ITEM 15.3.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Jeanette Cervantes, Management Technician

SUBJECT: **APPROVAL OF THE ANNEXATION BOUNDARY MAP FOR THE RANCHO CORDOVA RETIREMENT RESIDENCE PROJECT AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution approves Annexation Boundary Map No. 31 for the Rancho Cordova Retirement Residence project and Annexation of the Property to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

BACKGROUND

On October 6, 2008, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the Resolution forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the "Act"). The Resolution of Intention provided that parcels in the Future Annexation Area for the District shall be annexed into the District without the need for additional noticing and public hearings as long as the owners of the annexed parcels unanimously approved the annexation. Thus, the annexation process for projects within the Future Annexation Area consists of receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Boundary Map and Notice of Special Tax Lien by the City Clerk.

DISCUSSION

The Rancho Cordova Retirement Residence project was conditioned to annex to CFD No. 2008-1 to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way. The property owner signed a Petition (with waivers) of the annexation to CFD No. 2008-1. Adoption of the attached Resolution approves Annexation Boundary Map No. 31 for the project, approves the annexation of the Property into the CFD, and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the Property.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Exhibit B to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE ANNEXATION BOUNDARY MAP FOR THE
RANCHO CORDOVA RETIREMENT RESIDENCE PROJECT AND ANNEXATION TO THE
CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

WHEREAS, on October 6, 2008, the City adopted Resolution No. 108-2008 declaring its intention to establish Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "District") and Future Annexation Area for maintenance of street lighting and road maintenance services. On November 17, 2008, the City adopted Resolution No. 129 2008 forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the "Act"); and

WHEREAS, the resolution of intention to form the District provided for a more efficient process for the annexation of property into the District when the property owners have provided for their unanimous consent of said annexation process by submitting a petition, consent and waiver from the property owner(s); and

WHEREAS, in September 2020 the property owner of the subject property signed a Petition with Waivers form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Boundary Map No. 31 for the property known as Rancho Cordova Retirement Residence project, Exhibit A attached hereto, for the annexation of the property CFD No. 2008-1 (Street Lighting and Road Maintenance).

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY
OF RANCHO CORDOVA**

1. The above recitals are true and correct, and the Council so finds and determines.
2. Council approves Annexation Boundary Map No. 31 and finds and determines that the territory shown in the Boundary Map is hereby added to and made a part of the District with full legal effect;
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 31 in the

ITEM 15.3.

ATTACHMENT 1

office of the County Recorder of Sacramento County no later than 15 days after the adoption of this resolution;

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2021-2022, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B, attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 31.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

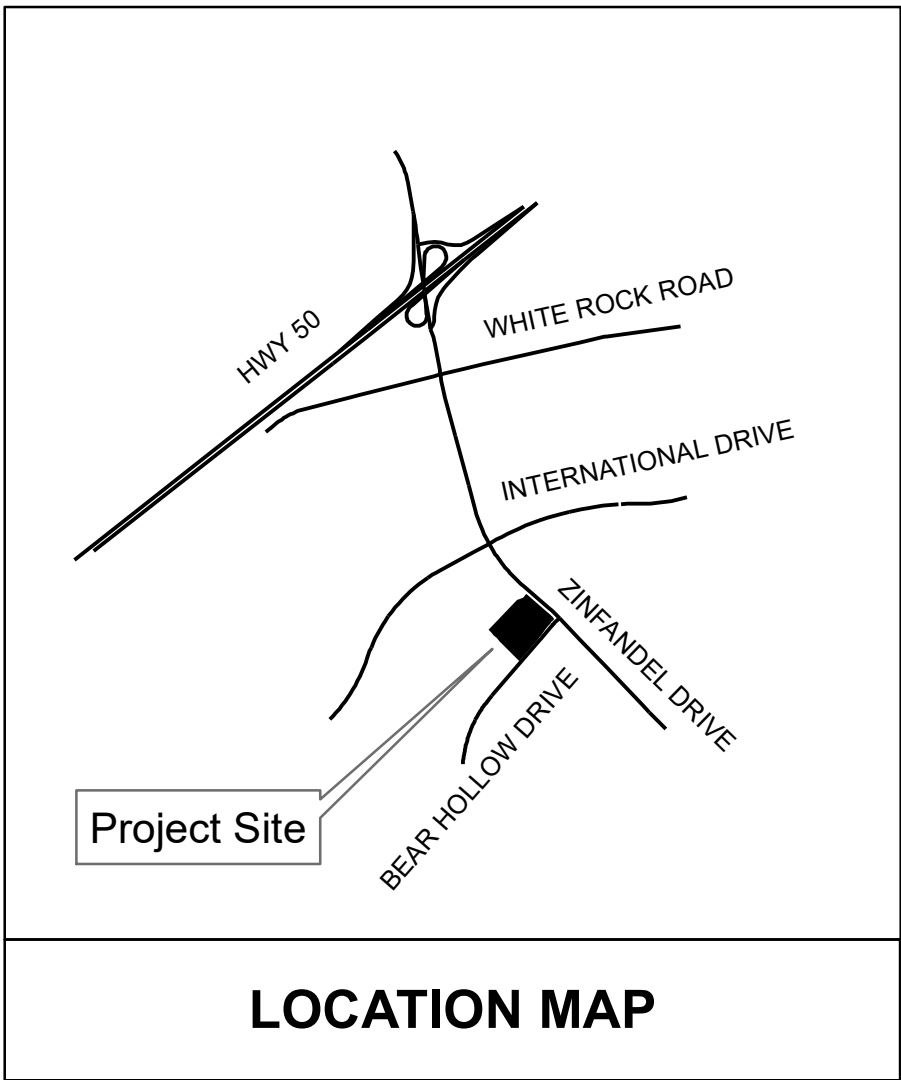
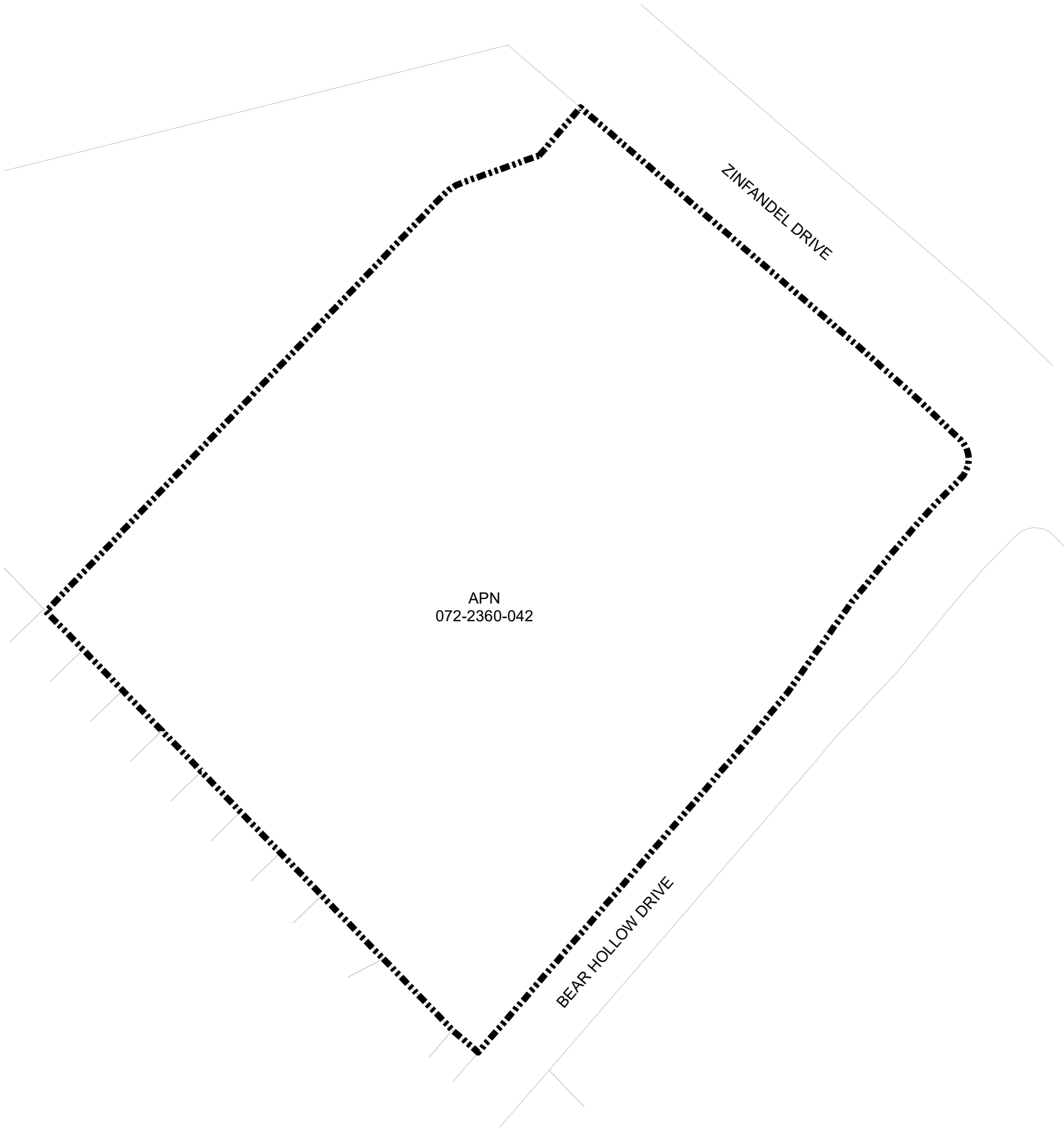
ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

ANNEXATION MAP NO. 31
RANCHO CORDOVA RETIREMENT RESIDENCE
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2020.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 31 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2020. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

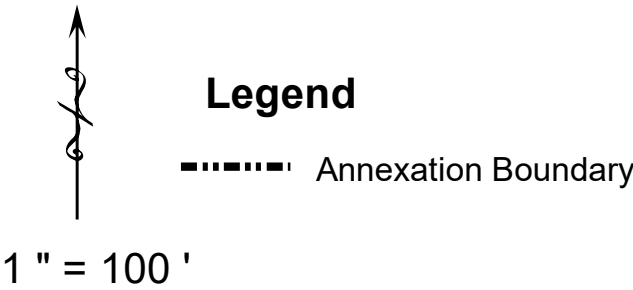
COUNTY RECORDER'S FILING STATEMENT

FILED THIS _____ DAY OF _____ 2020. AT THE HOUR OF _____ O'CLOCK _____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____



HARRIS & ASSOCIATES
22 EXECUTIVE PARK SUITE 200
IRVINE, CALIFORNIA 92614
800-827-4901

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

ANNEXATION MAP

City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 31 (Rancho Cordova Retirement Residence)
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: City Clerk

AMENDED NOTICE OF SPECIAL TAX LIEN

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53311 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special tax secured by this lien is authorized to be levied for the purpose providing certain public services described in **Exhibit A** attached hereto and hereby made a part hereof.

The special taxes are authorized to be levied within Annexation Map No. 31 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of authorized special tax is as set forth in **Exhibit B** attached hereto and hereby made a part hereof. The obligation to pay the special tax may not be prepaid and permanently satisfied and the lien of the special taxes canceled.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levies shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's tax parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in **Exhibit C** attached hereto.

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on December 2, 2008, as Document No. 20081202, Page 0781 in the office of the County Clerk & Recorder of the County of Sacramento, California, which

contains a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California (the "Original Boundary Map"), and the map of the Annexed Territory recorded at Book 131, Page 0029, Document No. 202009300400 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670.

Date: _____

By: _____

Stacy Leitner, CMC, City Clerk
City of Rancho Cordova

EXHIBIT B

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT No. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2008-1”** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2008-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means one of the three mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Tax Zone 1” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

“Tax Zone 2” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

“Tax Zone 3” means the geographic areas that are identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a single room or unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the

Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD No. 2008-1:

a. Ordinary Use Parcels

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$335.81 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$235.06 per Unit
Multi-Family Property	N/A	\$235.06 per Unit
Commercial Property	N/A	The greater of \$973.30 per Acre or \$0.0944 per Square Foot
Hotel Property	N/A	The greater of \$2,688.49 per Acre or \$56.98 per Unit
Industrial Property	N/A	The greater of \$222.20 per Acre or \$0.0351 per Square Foot
Office Property	N/A	The greater of \$851.74 per Acre or \$0.0827 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

b. Residential Alley Parcels**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$463.41 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$324.39 per Unit
Multi-Family Property	N/A	\$324.39 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. *Decorative Lighting Parcels*MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$360.99 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$252.69 per Unit
Multi-Family Property	N/A	\$252.69 per Unit
Commercial Property	N/A	The greater of \$1,046.30 per Acre or \$0.1015 per Square Foot
Hotel Property	N/A	The greater of \$2,890.13 per Acre or \$61.25 per Unit
Industrial Property	N/A	The greater of \$238.87 per Acre or \$0.0377 per Square Foot
Office Property	N/A	The greater of \$915.62 per Acre or \$0.0889 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

*d. Additional Load Parcels***MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,216.63 per Acre or \$0.1180 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$277.75 per Acre or \$0.0439 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,289.63 per Acre or \$0.1251 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$294.42 per Acre or \$0.0465 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

f. Residential Alley and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$488.60 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$342.02 per Unit
Multi-Family Property	N/A	\$342.02 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have

applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

IDENTIFICATION OF TAX ZONES

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	077-0050-085	2008-09
2	067-0010-060	2008-09
3	067-0990-001	2008-09
	067-1000-001	2008-09
	072-0500-040	2008-09
	072-0500-041	2008-09

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

EXHIBIT C

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY
FACILITIES DISTRICT

Assessor's
Parcel Nos.

Names of Property Owners

072-2360-042

Rancho Cordova Retirement Residence, LP

MEMORANDUM



ITEM 15.4.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Jeanette Cervantes, Management Technician

SUBJECT: **A RESOLUTION DECLARING CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE RANCHO CORDOVA RETIREMENT RESIDENCE PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Rancho Cordova Retirement Residence project and sets a public hearing for November 2, 2020 on the matter.

BACKGROUND

The Council previously approved the Rancho Cordova Retirement Residence project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee. The Rancho Cordova Retirement Residence project parcel is being annexed into the Stormwater Utility Fee ([Attachment 3](#)). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

A “Rate Analysis Report” was adopted on August 7, 2014 by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2020-2021 are summarized in [Attachment 4](#).

In accordance with Article XIII D, the “Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee” as set forth in [Attachment 2](#) and incorporated herein by reference (the “Procedures”).

The Resolution ([Attachment 1](#)) sets the public hearing at 5:30 p.m., or as soon thereafter as possible, on November 2, 2020 as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution -Procedures for the Protest Hearing
3. Annexation Map
4. Stormwater Utility Fee- Rate Sheet FY 20-21

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS
IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR RANCHO
CORDOVA RETIREMENT RESIDENCE PROJECT**

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2021-2022, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit A and incorporated herein by reference (the "Procedures"); and

WHEREAS, the Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY
OF RANCHO CORDOVA**

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday, November 2, 2020 at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho

ITEM 15.4.

ATTACHMENT 1

Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed Stormwater Utility Fee.

At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above described public hearing in accordance with law and the Procedures.

4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee").

TABLE OF CONTENTS

A. Written Report	Page 1
B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee	Page 1
C. Eligibility to File a Protest	Page 2
D. Submission of Written Protests	Page 3
E. Conduct of the Public Hearing; Determination of A Majority Protest	Page 3
F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2020-2021.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

ITEM 15.4.

ATTACHMENT 2 Exhibit A to the Resolution

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2021-2022.
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

ITEM 15.4.

ATTACHMENT 2 Exhibit A to the Resolution

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote; Determination of a Majority Consent

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

ITEM 15.4.

ATTACHMENT 2 Exhibit A to the Resolution

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

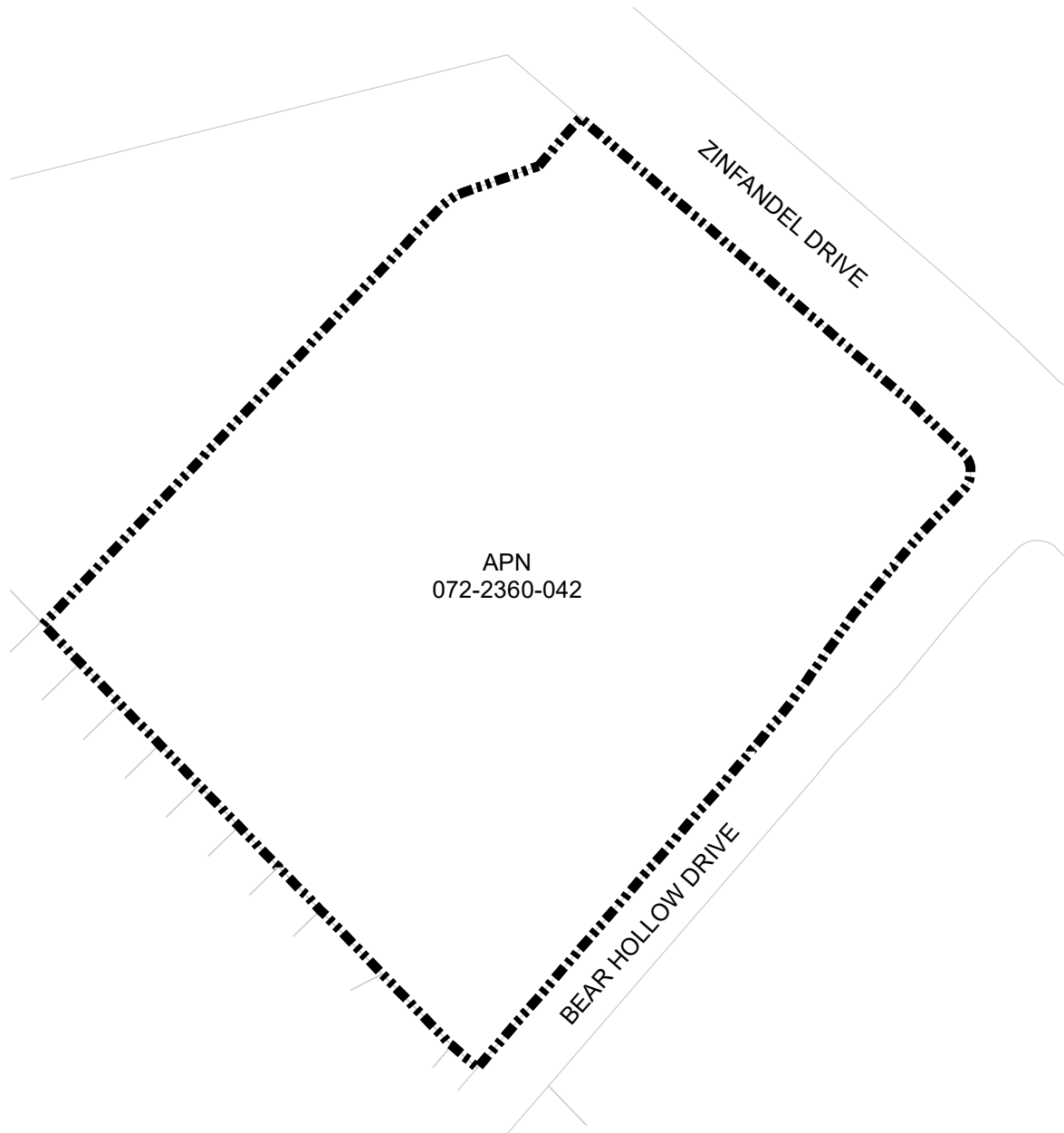
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 24
(RANCHO CORDOVA RETIREMENT RESIDENCE)

**Legend**

Annexation Boundary



Parcel Boundary

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for Fiscal Year 2020-2021:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$134.93
Single Family Residential (SFR2)	0.22	\$148.42
Single Family Residential (SFR3)	0.30	\$158.55
Single Family Residential (SFR4)	0.40	\$168.65
Single Family Residential (SFR5)	1.00	\$168.65
Multi-Family Residential (MFR1)	5.00	\$1,180.74
Commercial	1.00	\$1,265.09
Industrial	1.00	\$1,349.45
Schools	5.00	\$843.40
Private Recreation	1.00	\$421.68
Parks/Greenbelts	2.00	\$168.65
Public Property (with structures)	2.00	\$506.02

MEMORANDUM



ITEM 15.5.

DATE: October 19, 2020
TO: Honorable Mayor and Council Members
FROM: David McCoy, Senior Information Technology Analyst
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE CITY COUNCIL CHAMBERS AND CITY CONFERENCE ROOMS**

RECOMMENDATION

Adopt Resolution Authorizing the City Manager to Execute a Contract with Proud Audio Visual for Audio Visual system Upgrades to the City Council Chambers and City Conference Rooms.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute a contract with Proud Audio Visual for audio visual upgrades to the City Council Chambers and City Hall conference rooms.

BACKGROUND

The City of Rancho Cordova is a member of the Sacramento Metro Cable Television Commission (SMCTC), a joint powers agency that collects a 1% Public, Educational, and Governmental (PEG) access channel fee from cable television operators to support PEG facilities. SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities. The City's Fiscal Year 2020-21 PEG funding application included audio visual enhancements to the City Council Chambers and City Hall conference rooms to better support the City's transition to utilizing Zoom for City Council meetings due to the COVID-19 pandemic.

The City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audio-visual setup and SMCTC requirements. The improvements that are included in the contract will integrate specialized equipment into the Council Chambers existing A/V system that will both enhance Council meeting quality over Zoom and simplify the connectivity to Zoom meetings for staff. Additionally, all the conference rooms in City buildings (City Hall, Neighborhood Services, Corp. Yard) will be upgraded to what is known as a Zoom

Room. This includes integrating Zoom specific and high-quality cameras, microphones, speakers and touch controls with the existing TV displays in the rooms. The Titan room at City Hall will also have its display upgraded to a larger and more modern display. These conference room enhancements will greatly improve the ability for staff to remotely join Council meetings and be able to better interact and display presentations to Council.

FISCAL IMPACT AND FUNDING SOURCE

The City has been awarded \$156,866 in PEG funding for Fiscal Year 2020-21, which will fund the cost of the contract with Proud Audio Visual.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE CITY
COUNCIL CHAMBERS AND CITY CONFERENCE ROOMS**

WHEREAS, the City of Rancho Cordova is a member of the Sacramento Metro Cable Television Commission (SMCTC), a joint powers agency that collects a 1% Public, Educational, and Governmental (PEG) access channel fee from cable television operators to support PEG facilities; and

WHEREAS, SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities; and

WHEREAS, SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities; and

WHEREAS, the City's Fiscal Year 2020-21 PEG funding application included audio visual enhancements to the City Council Chambers and City Hall conference rooms to better support the City's transition to utilizing Zoom for City Council meetings due to the COVID-19 pandemic; and

WHEREAS, the City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audio visual setup and SMCTC requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZES THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE CITY COUNCIL CHAMBERS AND CITY CONFERENCE ROOMS

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.6.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: Stacy Delaney, Community Enhancement Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO FOR THE AWARD OF CALIFORNIA WILDLIFE CONSERVATION BOARD FUNDING FOR THE AMERICAN RIVER RANCH PARKING LOT AND ROAD PROJECTS IN AN AMOUNT NOT TO EXCEED \$866,231**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute the MOU with the County of Sacramento for the American River Ranch Parking Lot and Road Projects. The MOU will provide the City funding through a reimbursement process in an amount not to exceed \$866,231.

BACKGROUND

The City Council approved funding from the Community Enhancement Fund towards the Soil Born Farms project through the adoption of Resolution 64-2020 in June of 2020. The project funding approved by City Council in June of 2020 will go towards the backbone infrastructure improvements such as utility upgrades and design of the interpretive center driveway and entrance, driveway widening, tree mitigation, and final design for the farm stand and kitchen building.

Soil Born Farms is a nonprofit organization based in Rancho Cordova, whose mission is to create an urban agriculture and education project that empowers youth and adults to discover and participate in a local food system that encourages healthy living, nurtures the environment and grows a sustainable community. This project intends to proceed with the next phase of the Center for Food Health, and the Environment at Soil Born Farms' historic American River Ranch.

The County and City have determined that it is in the best interest of both entities to coordinate for the completion of the American River Ranch parking lot and entry and road projects.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the American River Ranch Parking Lot Phase I and Phase II projects consists of funding from the State Wildlife Conservation Board grants awarded to the County of Sacramento, and reimbursable to the City of Rancho Cordova, and from the Community Enhancement Fund.

ATTACHMENT(S)

1. Resolution
2. Memorandum of Understanding

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE
MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO FOR THE
AMERICAN RIVER RANCH PARKING LOT AND ROAD PROJECTS IN AN AMOUNT NO TO
EXCEED \$866,231**

WHEREAS, the City of Rancho Cordova ("City") and Sacramento County ("County") desire to enter into a Memorandum of Understanding in an amount not to exceed \$866,231 for the purpose of coordinating the allocation and expenditure of funds between the City and the County for the American River Ranch Parking Lot and Road Projects; and

WHEREAS, the proposed scope of work will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, funding for the Memorandum of Understanding will be from the State Wildlife Conservation Board grants awarded to the County of Sacramento, and reimbursable to the City of Rancho Cordova, for the American River Ranch Parking Lot Phase I and Phase II grants; and

WHEREAS, the City has identified additional funding for the American River Ranch entry and road project, adjacent to the parking lot project through the Community Enhancement Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the Memorandum of Understanding with the County of Sacramento in an amount not to exceed \$866,231 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

**AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN CITY OF RANCHO CORDOVA AND
THE COUNTY OF SACRAMENTO FOR THE
AMERICAN RIVER RANCH PARKING LOT AND ROAD PROJECT(S)**

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the COUNTY of Sacramento, a political subdivision of the State of California ("COUNTY") and the CITY of Rancho Cordova, a California municipal corporation ("CITY), for funding the American River Ranch parking lot and road project(s).

RECITALS

WHEREAS, the COUNTY has received funding from the Wildlife Conservation Board for the American River Ranch parking lot project; and

WHEREAS, the CITY has identified additional funding for the American River Ranch entry and road project, adjacent to the parking lot project; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the COUNTY and the CITY to coordinate for the completion of the American River Ranch parking lot and entry and road projects (collectively "Projects").

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

I. SCOPE OF SERVICES

COUNTY and CITY shall perform the project responsibilities detailed in EXHIBIT "A", which is attached hereto and incorporated herein.

II. FUNDING

COUNTY shall reimburse the CITY up to \$866,231, representing the portion of the COUNTY project costs associated with the American River Ranch Parking Lot – Phase I and II Grants from the State Wildlife Conservation Board.

COUNTY shall make no additional payment(s) to CITY for any additional services unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section IX.

III. TERM

This agreement shall be effective and commence as of the date first written above and shall remain in effect until December 31, 2022, unless the COUNTY or CITY takes action to terminate it sooner as provided herein.

IV. 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 mail, addressed as follows:

TO COUNTY:

Director
Sacramento COUNTY
Department of Regional Parks
10361 Rockingham Drive Suite 100
Sacramento, CA 95827

TO CITY:

City Manager
CITY of Rancho Cordova
2729 Prospect Park Dr,
Rancho Cordova, CA 95670

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.

V. COMPLIANCE WITH LAWS

Both parties shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

VI. PERFORMANCE STANDARDS

CITY shall ensure that the services identified in Exhibit A are performed as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. COUNTY representatives shall, with reasonable notice, have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

VII. INDEMNIFICATION

CITY, by acceptance of the COUNTY funds, agrees to defend with counsel reasonably acceptable and approved by COUNTY, indemnify and hold the COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (each an "Indemnified Party," and collectively "Indemnified Parties"), harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury,

death, or damage to persons or property which is suffered or sustained by the Indemnified Parties, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the Project or the use and/or expenditure of the COUNTY funds, but only in proportion to and to the extent that such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the CITY, its officials, officers, directors, officials, employees, authorized agents, invitees, or contractors, with respect to the use and/or expenditure of the COUNTY Funds. The COUNTY understands that the CITY may cause such indemnity and defense of COUNTY to be performed by the CITY's Contractor with counsel reasonably acceptable and approved by the COUNTY. The duties and obligations defined in this Section 12 shall survive the termination of this Agreement.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The duties and obligations defined in this Section VIII shall survive the termination of this Agreement.

VIII. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

IX. SUCCESSORS AND ASSIGNS

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

X. INTERPRETATION AND ENFORCEMENT

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 a court of competent jurisdiction in Sacramento County, California.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

XII. AGREEMENT CONSTRUCTION

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties 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 constraining or interpreting this Agreement. All exhibits referred to in the Agreement are attached and incorporated by this reference.

XIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms and conditions set forth herein. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XV. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

XVI. FORCE MAJEURE

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XVII. 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 themselves. Pending resolution of any such dispute, CITY shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XVIII. DUPLICATE COUNTERPARTS

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

XIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XX. INSURANCE

CITY shall require the CITY's contractor to carry insurance for general liability, workers compensation, property, and automobile liability adequate to cover potential liabilities of the CITY's contractor throughout the period of construction of the Project and the term of occupancy of the Project site. CITY agrees to provide the COUNTY thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages required under this Agreement. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

Minimum Limits of Insurance

CITY's contractor shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum of Two Million Dollars (\$2,000,000) each accident shall be required regardless of the number or mix of vehicles.

Workers' Compensation: Statutory.

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: CITY shall require the CITY's contractor, their contractors, consultants and subcontractors (each a "Named Insured Party", and collectively "Named Insured Parties"), at any tier, to add the COUNTY, its governing Board, officers, directors, employees, authorized agents, and volunteers, (each an "Additional Insured Party," and collectively "Additional Insured Parties"), as additional insured as respects: liability arising out of activities performed by or on behalf of; products and completed operations of Named Insured Parties; premises owned, occupied or used by the Named Insured Parties in the performance of the work; or automobiles owned, leased, hired or borrowed by the Named Insured Parties. The coverage shall contain no endorsed limitations on the scope of protection afforded the Additional Insured Parties. Applicable to General Liability and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this agreement, the Named Insured Parties' insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Named Insured Parties' insurance and shall not contribute with it. Applicable to General Liability and Auto Liability Policies.

3. SEVERABILITY OF INTEREST: Named Insured's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured Parties.

5. WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by the Named Insured Parties.

6. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The COUNTY Risk Manager may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

SUBCONTRACTORS: CITY shall require all contractors and subcontractors to maintain adequate insurance. Subcontractors shall name the Additional Insured Parties as additional insured on their Liability policies. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

XXI. COMPENSATION AND PAYMENT OF INVOICES

CITY shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices or billings must be submitted in duplicate. COUNTY shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days of approval, all approved invoices, and billings. COUNTY will submit CITY invoices to the State Wildlife Conservation Board for reimbursement under the grants awarded to COUNTY. COUNTY reserves the right to withhold payment of disputed specific items and shall give notice to the CITY, pursuant to Paragraph VI herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts

XXII. ASSIGNMENT

This Agreement is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

XXIII. 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 CITY or the COUNTY unless

agreed in writing by DIRECTOR, City Manager, and counsel for COUNTY and CITY.

XXIV. DIRECTOR AND MANAGER

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Regional Parks, or their designee. "MANAGER" shall mean the City Manager of CITY, or their designee.

XXV. SUCCESSORS AND WAIVERS

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

XXVII. INTERPRETATION

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

XXVIII. FINANCIAL RECORDS

CITY shall retain all financial records, including, but not limited to, time sheets, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement, or until audited. COUNTY or any duly authorized representative of COUNTY shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- B. COUNTY may terminate this Agreement for cause upon giving ten (10) days written notice to CITY should CITY materially fail to perform this Agreement in the time and/or manner specified. Before such termination takes effect, however, CITY shall have ten (10) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CITY and it is later determined that CITY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CITY, if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in

COUNTY'S yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof.

D. Upon the effective date of such termination:

1. CITY shall immediately cease rendering services pursuant to this Agreement.
2. COUNTY shall pay CITY for work performed until the effective date of termination, subject to the limitations prescribed by Paragraphs II and X of this Agreement.

XXX. PRIOR AGREEMENTS

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

XXXI. PARTIES TO AGREEMENT

COUNTY and CITY are the only parties to this Agreement. The member entities making up CITY are not parties and are not liable for any CITY obligation set forth herein.

XXXII. DUPLICATE COUNTERPARTS

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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 RANCHO CORDOVA, a
political subdivision of the State
of California**

By _____
LIZ BELLAS, Director
Department of Regional Parks
County of Sacramento

By _____
CYRUS ABHAR, City Manager
City of Rancho Cordova

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____
Deputy County Counsel

Date: _____

ATTEST:

By _____
STACY LEITNER, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Date: _____

EXHIBIT A
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)

PROJECT RESPONSIBILITIES

“Project(s)” is defined as the combination of:

- COUNTY’s American River Ranch Parking Lot – Phase I and II Project

CITY’s Entry and Road Project Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD are providing funds for the COUNTY’s American River Ranch Parking Lot – Phase I and II Project. It is understood by CITY and **COUNTY** that there will be work unrelated to the work identified in the Wildlife Conservation Board’s grants that will be included in the construction contract. The costs associated with this unrelated work will be tracked and accounted for separately by CITY.

The scope of work and funding described in this Exhibit A pertains to efforts required for the completion of the American River Ranch Parking Lot – Phase I and II Project.

A. Plans, Specifications, and Estimates (PS&E), Outreach, and Permits Phase

CITY will be the lead for the design phase, which includes preparation of plans, specifications, and estimates (PS&E), public outreach, and securing necessary permits.

CITY will hire a consultant (Mark Thomas and Company) to prepare the PS&E. The design costs associated with the American River Ranch Parking Lot – Phase I and II Project are based on Mark Thomas’ proposal dated September 21, 2020, a copy of which is attached to this Agreement as Exhibit A, Attachment 1.

A total of \$132,195 is programmed for the Plans, Specifications, and Estimates (PS&E), Outreach, and Permits Phase for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$50,000
• Wildlife Conservation Board Grant Fund WC1960AD	\$45,000
• Local Match Funds	\$37,195
○ Soil Born In-Kind	\$1,000
○ Measure H/Community Enhancement Fund	\$36,195
TOTAL	\$132,195

CITY will submit invoices to COUNTY for up to \$95,000 for this phase. The \$95,000 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

B. Construction Phase (CON)

CITY will be the lead for the construction phase. CITY will advertise, bid and award the construction contract. CITY will coordinate and review the bids received with COUNTY prior to awarding the construction contract.

A total of \$742,461 is programmed for the construction phase for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$409,230
• Wildlife Conservation Board Grant Fund WC1960AD	\$283,231
• Local Match Funds	\$50,000
○ Soil Born In-Kind	\$15,000
○ Measure H/Community Enhancement Fund	\$35,000
TOTAL	\$742,461

CITY will submit invoices to COUNTY for up to \$692,461 for this phase. The \$692,461 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

C. Project Management

CITY will be the lead for the overall management of the Projects - from preliminary design through construction.

The CITY Project Manager will devote sufficient staff time to manage and complete the Projects. Project management services will include:

1. All roles and responsibilities normally held by a government agency project manager engaged in delivering significant public works transportation projects.
2. Responsibility for oversight and inspection as well as timely delivery of the project per the project schedule.
3. Preparation and execution of necessary procurement documents – RFP and RFQ, as appropriate.
4. Overseeing consultants in role as project manager during PS&E Phase
5. Coordinating the procurement of permits
6. Overseeing the advertisement and bidding of the Projects
7. Development and management of the project schedule
8. Tracking all project expenses

A total of \$28,000 is programmed for Project Management for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$0
• Wildlife Conservation Board Grant Fund WC1960AD	\$5,000
• Local Match Funds	\$23,000
○ Soil Born In-Kind	\$6,000
○ Measure H/Community Enhancement Fund	\$17,000
TOTAL	\$28,000

CITY will submit invoices to COUNTY for up to \$5,000 for this phase. The \$5,000 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

CITY will advertise, bid and award the construction contract. CITY will perform the construction management.

D. Construction Management, Inspections, and Project Closure

CITY will be the lead for construction management, inspections, and project closure.

Construction management shall include the following duties:

- Oversee Contractor's work
- Coordinate project inspection
- Assess the acceptability of the Contractor's work
- Coordinate materials testing
- Labor compliance
- Review, coordinate with designer, and respond to RFIs
- Review, negotiate, and prepare contract change orders
- Prepare Notice of Acceptance

A total of \$120,732 is programmed for construction management, inspections, and project closure for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$39,770
• Wildlife Conservation Board Grant Fund WC1960AD	\$34,000
• Local Match Funds	\$46,962
○ Soil Born In-Kind	\$10,000
○ COUNTY In-Kind	\$10,000
○ Measure H/Community Enhancement Fund	\$26,962
TOTAL	\$120,732

The \$10,000 COUNTY In-Kind contribution is for project management, inspections, and grant reporting and close out tasks.

CITY will submit invoices to COUNTY for up to \$73,770 for this phase. The \$73,770 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

CITY will seek concurrence from COUNTY for all change orders related to the American River Ranch Parking Lot – Phase I and II Project.

E. Funding Summary

Funding for the Projects is summarized as follows:

Project Task	WCB Grant WC-1904CA	WCB Grant WC-1960AD	Local Match Funds			Project Totals
			Soil Born In-Kind	County In-Kind	Measure H/CEF	
Project Management	-	\$5,000	\$6,000	-	\$17,000	\$28,000
PS&E, Outreach, and Permits	\$50,000	\$45,000	\$1,000	-	\$36,195	\$132,195
Construction	\$409,230	\$283,231	\$15,000	-	\$35,000	\$742,461
Inspections & Project Closure	\$39,770	\$34,000	\$10,000	\$10,000	\$26,962	\$120,732
TOTAL	\$499,000	\$367,231	\$32,000	\$10,000	\$115,157	\$1,023,388

CITY will be utilizing Consultants for some of the phases listed above. CITY will bill the COUNTY based on the invoices received from CITY's Consultants and the following standard rates for CITY Staff.

- Technician \$50/hour
- Project Coordination and Oversight \$70/hour
- Director \$125/hour
- Manager \$195/hour

If costs for the different phases exceed the allocated amount, CITY and COUNTY shall agree on a re-allocation of funds from another phase, provided there are sufficient funds in the source phase. Should the total expenses exceed the available budget, CITY will utilize its local funds for the additional funds required.

F. Special Provisions

The following Special Provisions shall apply to this AGREEMENT:

1. Tree removal mitigation will adhere to County Standards.

2. Approval of this MOU provides permission to construct the project on COUNTY land and no additional COUNTY permits will be required.
3. CITY and COUNTY agree to abide by the requirements contained in WC-1904CA and WC-1960AD, incorporated into this Agreement as Exhibit A, Attachment 2.
4. CITY and COUNTY agree to communicate information in a timely format and provide direction as needed to not impact the project schedule.

EXHIBIT A
ATTACHMENT 1
to
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)

- [Mark Thomas and Company Proposal](#)



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Figure 1 – Soil Born Farms Parking Lot and Driveway Improvements





SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

SCOPE OF WORK

SCOPE A – SOIL BORN FARMS PARKING LOT IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly. As part of this task, Mark Thomas will confirm Phase 1 and 2 intent based on the grant agreements from the Wildlife Conservation Board. Mark Thomas will begin this work by preparing a draft estimate based on the 100% drawings to extract costs associated with the relevant programming of the site, as identified above. For accounting purposes, each phase of Scope A will be billed using their pro rata share of the grant funding.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (3 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Three (3) Meetings

TASK 2. PUBLIC AND STAKEHOLDER OUTREACH (OPTIONAL TASK)

Task 2.1. Outreach Materials and Exhibits

Mark Thomas will produce "Plan View" renderings of the project to present to the public, city council, and various stakeholders. This scope assumes two (2) exhibits will be prepared.

Task 2.2. City Council Presentations

Mark Thomas will prepare presentations and present at up to two (2) City council meetings.

Task 2.3. Stakeholder Meetings

Participate in up to four (4) meetings with project stakeholders. Mark Thomas will prepare meeting agendas and minutes. The anticipated meetings include:

- County Parks – 2 Meetings
- CRPD – 1 Meeting
- Cordova Community Council – 1 Meeting

Task 2 Deliverables

- Outreach Exhibits (2) (PDF)
- Council Meeting PowerPoint Presentation (1)
- Attendance at two (2) City Council Meetings
- Attendance, Agendas, and Minutes for up to four (4) Stakeholder Meetings



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. SMUD Coordination

Task 3.1.1. Electrical Service Application

Mark Thomas will prepare the SMUD electrical service application on behalf of Soil Born Farms. Soil Born Farms will finalize, sign, and submit to SMUD along with the required service fees. Mark Thomas will attend one (1) meeting in the field with SMUD representatives.

Y&C will provide technical data such as voltage and electrical loading to Mark Thomas for electrical service application.

Task 3.1.2. SMUD Facility Relocation

Mark Thomas will coordinate with SMUD representatives to relocate the existing guy wire located in the southwest corner of the parking lot. This will include preparation of a utility conflict map and request for SMUD to relocate their facilities ("B" Letter). With SMUD's relocation design complete, Mark Thomas will show the relocation on plans and provide a date for the facilities to be relocated ("C" Letter). This scope assumes no construction staking will be required to support SMUD.

Task 3.2. 100% PS&E

Based on the scope of work outlined in the Wildlife Conservation Corps Agreement, Mark Thomas will prepare PS&E for Phase 1 and 2. This will include archiving the previous 100% plans prepared, editing the base plan to illustrate the project area, and revising the plans for the intended programming of the site. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the County.

The Phase 1 and 2 plan set will include the following sheets:

- o title sheet and general notes (2 sheets)
- o construction staging plans illustrating grant funding scope in each phase (2 sheets)
- o project control (1 sheets)
- o demolition plan (1 sheets)
- o layout plan and construction details (2 sheets)
- o irrigation plan and details (2 sheets)
- o planting plan and details (2 sheets)
- o electrical plan (to show conduit locations, SMUD relocations, and future connections) (2 sheets)

Mark Thomas will prepare a Risk Level Analysis using the State Water Board's risk analysis tool. The results of the risk analysis will be included in the contract specifications. This scope assumes the project will be Risk Level 1 and no SWPPP will be required. The contract will include language directing the contractor to obtain the WDID number from the State Board.

Y&C will update parking lot lighting plan, specifications, and cost estimate (PS&E) for SB Farms to current City of Rancho Cordova Standards and submit updated 100% PS&E to the City of Rancho Cordova for review.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 3.3. FINAL PS&E PREPARATION

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas and Y&C will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- Utility "B" Letter (PDF)
- Utility "C" Letter (PDF)
- SMUD Electrical Service Application (1)
- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. CEQA SUPPORT

Task 4.1. CEQA Memorandum to File

LSA will prepare a CEQA Memorandum to File documenting how the recent design refinements are consistent with the project evaluated in the August 2017 Initial Study/Mitigated Negative Declaration. The CEQA Memorandum will also address the applicability of resource topics that have been added to the CEQA Checklist since the 2017 IS/MND (e.g., Energy, Wildfire).

Task 4 Deliverables

- CEQA Amendment to File (PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the County by providing the following services:

- o Coordinate and provide consultation to the County
- o Assist with pre-bid questions, clarifications, and necessary addenda
- o Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.

Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Intermittent Inspection Services

Mark Thomas will provide intermittent construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punch list to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.

All test results shall be reported to the project in the shortest time that the specific test will realistically allow.

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.

Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Stakes will be set for the following items as shown on the plan set:

- Finish Grade Stakes – This includes one set of “finish grade” stakes referencing Edge of Pavement, at angle points, high & low points, and at conform areas.
- Planters- Stakes will be set to reference approximately 8 planters at angle points, BC & ECs and will show cut/fill to curb.
- Deer Fence- stakes will be set to reference angle points and at 50-foot intervals.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside allocated 2 days will be considered “extra” work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for “extra” construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Builts) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Builts Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

SCOPE B – SOIL BORN FARMS DRIVEWAY IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (2 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Two (2) Meetings

TASK 2. TOPOGRAPHIC SURVEY AND BASE MAPPING

Task 2.1. Supplemental Topographic Base Mapping

Mark Thomas has included an allowance of two (2) days of supplemental field surveys to capture additional areas needed for design or potential changes in conditions. If during the design phase it is determined the field surveys are not required, this task will not be used.

Task 2 Deliverables

- Civil 3D points incorporated into existing base mapping

TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. 100% PS&E

Based on the scope of work outlined in the Measure H application, Mark Thomas will prepare PS&E for driveway improvements. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the City.

The driveway improvement plan set will include the following sheets:

- title sheet and general notes (2 sheets)
- project control (1 sheets)
- demolition and tree removal plan (1 sheets)
- layout plan and construction details (2 sheets)
- irrigation plan and details (2 sheets)
- planting plan and details (2 sheets)



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 3.2. FINAL PS&E

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. PERMITTING

Task 4.1. Tree Mitigation

Prior to submittal of Final PS&E, Mark Thomas will prepare a draft mitigation tree plan to show a final number of inches removed, conceptual location of replacement trees, and narrative documentation of how trees will be maintained and monitored during establishment for approval by the County's Park Director. We will make minor modifications to this plan based on the Director's review and comment and a final mitigation tree plan will be prepared to satisfy tree mitigation requirements as necessary for Sacramento County Planning Department/Development Review. An arborist report has been prepared and recommends removal and replacement of 94.5 inches of trunk diameter. At this time, all mitigation plantings are intended to be placed entirely on the Soil Born farm site and required plans, details, specifications and documentation for construction and plant establishment will be accomplished by others. Tree removal permits will be obtained by the contractor. It is assumed that as all tree removals and replacements are to occur on County Park property mitigation measures required by the County will be enforced. Any bonding or securities required for tree removal and/or mitigation are the sole responsibility of Soil Born Farms.

Task 4 Deliverables

- Draft and Final Mitigation Tree Plan (Full Size 34x22 PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the City and SB Farms by providing the following services:

- Assist with pre-bid questions, clarifications, and necessary addenda
- Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Inspection Services

Mark Thomas will provide construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punchlist to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.

All test results shall be reported to the project in the shortest time that the specific test will realistically allow.

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".

Stakes will be set for the following items as shown on the plan set:

- Demo/Cold Plane Limits – A nail & shiner will be set at the actual location. No offset or cut/fill will be provided for cold plane limits
- Finish Grade Stakes – Stakes will be set to reference the roadway improvements and will include offset and cut/fill to the hinge point, edge of pavement, ETW roadway cross slope. Stakes will be set for approximately 660 feet along the proposed road widening at 50 foot intervals and will include angle points, high & low points, and conform areas.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside the allocated 2 days will be considered "extra" work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for "extra" construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Builts) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Builts Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)

ASSUMPTIONS AND EXCLUSIONS

- PTE'S – This scope assumes that Soil Born Farms will coordinate with County Parks to obtain the required permission to construct the project.
- CEQA memorandum to file assumed. The existing IS/MND will not be revised or recirculated.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
 City of Rancho Cordova / Soil Born Farms

- Service requirements for Farm Stand will be provided by SB Farms. Irrigation water service and meter for Parking Lot (Scope A) will be provided by Soil Born Farms.
- No utility design included with this scope (water, fire service, sewer facilities)
- Drainage design is limited to reconfiguration of the drainage inlet in the parking lot. No drainage analysis, or modifications to the sub-surface systems are proposed.
- No Lighting Design Needed for Driveway (Scope B)
- No ADA improvements at Chase Drive or within the Soil Born Farms parking lot.
- City will provide a no-cost encroachment permit to the contractor to construct.
- Contractor will be required to prepare a traffic control plan and comply with stormwater requirements.
- Outreach and Support will be completed by the County and/or Soil Born Farms. No additional exhibits are necessary for project approvals.
- Tree Mitigation – Construction plans for mitigating removed trees will be completed by Soil Born Farms.

CONSTRUCTION STAKING ASSUMPTIONS:

- One (1) Crew Mobilization shall be defined as a continuous, uninterrupted staking effort to complete a staking priority.
- If a survey field crew is mobilized to an area that is not ready for stakes, the actual time expended will be charged as extra staking.
- It is assumed that areas to receive stakes are relatively clear of construction equipment and activity such that stakes can be set in a safe and expeditious manner.
- It is assumed all access to the site is provided
- One set of construction stakes shall be provided for the work. If original set stakes are destroyed by the contractor, a request for a Re-Stake will be tracked as "Extra" work if the dedicated two (2) days of dedicated scope have been exhausted.
- It is assumed Mark Thomas surveyors shall be apprised of all project safety issues and that we are apprised in a timely manner of situations that would affect a construction site survey operation.

CONSTRUCTION STAKING EXCLUSIONS:

Monument preservation is not included in this scope of work.

This task does not include the following services;

- Stakes for property or boundary lines
- working stakes (ie: "bluetops") to complete the work.
- construction survey services for any improvement not mentioned above.
- survey service to verify quantities.
- construction area signs or temporary traffic signals.

**EXHIBIT A
ATTACHMENT 2
to
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)**

- **WILDLIFE CONSERVATION BOARD GRANT FUND WC-1904CA**
- **WILDLIFE CONSERVATION BOARD GRANT FUND WC-1960AD**

MEMORANDUM



ITEM 15.7.

DATE: October 19, 2020
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Community Enhancement Analyst
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANGER TO EXECUTE A CONTRACT WITH MARK THOMAS & COMPANY, INC. FOR THE SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS AT THE AMERICAN RIVER RANCH FOR AN AMOUNT NOT TO EXCEED \$206,800**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 2020-183 with Mark Thomas & Company, Inc. for civil design services for the Soil Born Farms Parking Lot and Driveway Improvements Project at the American River Ranch.

BACKGROUND

The City Council approved funding from the Community Enhancement Fund to the Soil Born Farms project by adoption of Resolution 64-2020 in June of 2020. The project funding will go towards backbone infrastructure improvements at Soil Born Farms such as utility upgrades and design of the interpretive center driveway and entrance, driveway widening, tree mitigation, and final design for the farm stand and kitchen building ("Project").

The contract with Mark Thomas & Company, Inc. includes work to be funded by a Memorandum of Understanding (MOU) with the County of Sacramento for the American River Ranch parking lot and driveway improvements and through the Community Enhancement Fund. The MOU with the County of Sacramento is also on the City Council consent calendar for the October 19, 2020 City Council meeting.

Soil Born Farms is a nonprofit organization based in Rancho Cordova, whose mission is to create an urban agriculture and education project that empowers youth and adults to discover and participate in a local food system that encourages healthy living, nurtures the environment

and grows a sustainable community. The Project intends to proceed with the next phase of the Center for Food, Health, and the Environment at Soil Born Farms' historic American River Ranch.

FISCAL IMPACT AND FUNDING SOURCE

Funding for Contract 2020-183 with Mark Thomas & Company, Inc. is from the Soil Born Farms project which consists of funding from the Community Enhancement Fund and the State Wildlife Conservation Board grants awarded to the County of Sacramento, and reimbursable to the City of Rancho Cordova, for the American River Ranch parking Lot Phase I and Phase II grants.

ATTACHMENT(S)

1. Resolution
2. PSA Mark Thomas SBF Parking Lot and Driveway Improvement Project

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT
NO. 2020-183 WITH MARK THOMAS & COMPANY, INC. FOR THE SOIL BORN FARMS
PARKING LOT AND DRIVEWAY IMPROVEMENTS AT THE AMERICAN RIVER RANCH FOR
AN AMOUNT NOT TO EXCEED \$206,800**

WHEREAS, the Parties desire to enter into Professional Services Agreement (PSA) 2020-183 in an amount not to exceed \$206,800 for the purpose of providing engineering services for the Soil Born Farms Parking Lot and Driveway Improvements Project at the American River Ranch; and

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

WHEREAS, funding for the PSA will be from the Soil Born Farms project including the funding from the Community Enhancement Fund and the State Wildlife Conservation Board grants awarded to the County of Sacramento, and reimbursable to the City of Rancho Cordova, for the American River Ranch parking lot Phase I and Phase II grants; and

WHEREAS, in June of 2019, Mark Thomas & Company, Inc. was selected and placed on the pre-qualified list of consultants in response to the 2019 Request for Qualifications to Establish a Pre-Qualified List of Consultants for Civil Design Services, Professional Land Surveying, Environmental Services and Stormwater Services; and

WHEREAS, based upon Mark Thomas & Company, Inc.'s demonstrated competence and professional expertise, the City now desires to enter into an agreement for professional services for the Soil Born Farms Parking Lot and Driveway Improvements Project at the American River Ranch.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Professional Services Agreement 2020-183 with Mark Thomas & Company, Inc. in an amount not to exceed \$206,800 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

ITEM 15.7.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
MARK THOMAS & COMPANY, INC. FOR
THE SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Mark Thomas & Company, Inc., ("Professional") as of October 1, 2020.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2021 the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed TWO HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$206,800.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement

at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, 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. Professional 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 Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional 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. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional 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 Professional. 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, Professional 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 Professional, 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. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, 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.

4.2.2 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.

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. 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 Professional 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. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

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

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional 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, Professional 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 Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional 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 Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional 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 Professional'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 Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional 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 Professional 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 Professional 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 Professional 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, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. **STATUS OF PROFESSIONAL.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. **LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans

with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional 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 Professional under this Agreement. Professional 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 Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents,

photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

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

City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the

state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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

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

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

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

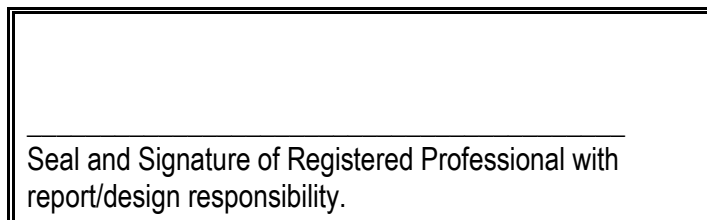
10.9 Contract Administration. This Agreement shall be administered by Stacy Delaney ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Professional shall be sent to:
James Pangburn
Project Manager
Mark Thomas & Company, Inc.
701 University Avenue
Sacramento, CA 95825

Email Address (for Insurance Update Requests)
jpangburn@markthomas.com

Any written notice to City shall be sent to:
Stacy Delaney
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
sdelaney@cityofranhocordova.org

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Matt Brogan, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A

SCOPE OF SERVICES



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Figure 1 – Soil Born Farms Parking Lot and Driveway Improvements





SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

SCOPE OF WORK

SCOPE A – SOIL BORN FARMS PARKING LOT IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly. As part of this task, Mark Thomas will confirm Phase 1 and 2 intent based on the grant agreements from the Wildlife Conservation Board. Mark Thomas will begin this work by preparing a draft estimate based on the 100% drawings to extract costs associated with the relevant programming of the site, as identified above. For accounting purposes, each phase of Scope A will be billed using their pro rata share of the grant funding.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (3 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Three (3) Meetings

TASK 2. PUBLIC AND STAKEHOLDER OUTREACH (OPTIONAL TASK)

Task 2.1. Outreach Materials and Exhibits

Mark Thomas will produce "Plan View" renderings of the project to present to the public, city council, and various stakeholders. This scope assumes two (2) exhibits will be prepared.

Task 2.2. City Council Presentations

Mark Thomas will prepare presentations and present at up to two (2) City council meetings.

Task 2.3. Stakeholder Meetings

Participate in up to four (4) meetings with project stakeholders. Mark Thomas will prepare meeting agendas and minutes. The anticipated meetings include:

- County Parks – 2 Meetings
- CRPD – 1 Meeting
- Cordova Community Council – 1 Meeting

Task 2 Deliverables

- Outreach Exhibits (2) (PDF)
- Council Meeting PowerPoint Presentation (1)
- Attendance at two (2) City Council Meetings
- Attendance, Agendas, and Minutes for up to four (4) Stakeholder Meetings



TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. SMUD Coordination

Task 3.1.1. Electrical Service Application

Mark Thomas will prepare the SMUD electrical service application on behalf of Soil Born Farms. Soil Born Farms will finalize, sign, and submit to SMUD along with the required service fees. Mark Thomas will attend one (1) meeting in the field with SMUD representatives.

Y&C will provide technical data such as voltage and electrical loading to Mark Thomas for electrical service application.

Task 3.1.2. SMUD Facility Relocation

Mark Thomas will coordinate with SMUD representatives to relocate the existing guy wire located in the southwest corner of the parking lot. This will include preparation of a utility conflict map and request for SMUD to relocate their facilities ("B" Letter). With SMUD's relocation design complete, Mark Thomas will show the relocation on plans and provide a date for the facilities to be relocated ("C" Letter). This scope assumes no construction staking will be required to support SMUD.

Task 3.2. 100% PS&E

Based on the scope of work outlined in the Wildlife Conservation Corps Agreement, Mark Thomas will prepare PS&E for Phase 1 and 2. This will include archiving the previous 100% plans prepared, editing the base plan to illustrate the project area, and revising the plans for the intended programming of the site. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the County.

The Phase 1 and 2 plan set will include the following sheets:

- title sheet and general notes (2 sheets)
- construction staging plans illustrating grant funding scope in each phase (2 sheets)
- project control (1 sheets)
- demolition plan (1 sheets)
- layout plan and construction details (2 sheets)
- irrigation plan and details (2 sheets)
- planting plan and details (2 sheets)
- electrical plan (to show conduit locations, SMUD relocations, and future connections) (2 sheets)

Mark Thomas will prepare a Risk Level Analysis using the State Water Board's risk analysis tool. The results of the risk analysis will be included in the contract specifications. This scope assumes the project will be Risk Level 1 and no SWPPP will be required. The contract will include language directing the contractor to obtain the WDID number from the State Board.

Y&C will update parking lot lighting plan, specifications, and cost estimate (PS&E) for SB Farms to current City of Rancho Cordova Standards and submit updated 100% PS&E to the City of Rancho Cordova for review.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 3.3. FINAL PS&E PREPARATION

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas and Y&C will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- Utility "B" Letter (PDF)
- Utility "C" Letter (PDF)
- SMUD Electrical Service Application (1)
- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. CEQA SUPPORT

Task 4.1. CEQA Memorandum to File

LSA will prepare a CEQA Memorandum to File documenting how the recent design refinements are consistent with the project evaluated in the August 2017 Initial Study/Mitigated Negative Declaration. The CEQA Memorandum will also address the applicability of resource topics that have been added to the CEQA Checklist since the 2017 IS/MND (e.g., Energy, Wildfire).

Task 4 Deliverables

- CEQA Amendment to File (PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the County by providing the following services:

- Coordinate and provide consultation to the County
- Assist with pre-bid questions, clarifications, and necessary addenda
- Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.

Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Intermittent Inspection Services

Mark Thomas will provide intermittent construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punch list to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order. All test results shall be reported to the project in the shortest time that the specific test will realistically allow. Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.

Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Stakes will be set for the following items as shown on the plan set:

- Finish Grade Stakes – This includes one set of “finish grade” stakes referencing Edge of Pavement, at angle points, high & low points, and at conform areas.
- Planters- Stakes will be set to reference approximately 8 planters at angle points, BC & ECs and will show cut/fill to curb.
- Deer Fence- stakes will be set to reference angle points and at 50-foot intervals.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside allocated 2 days will be considered “extra” work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for “extra” construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Built) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Built Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)



SCOPE B – SOIL BORN FARMS DRIVEWAY IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (2 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Two (2) Meetings

TASK 2. TOPOGRAPHIC SURVEY AND BASE MAPPING

Task 2.1. Supplemental Topographic Base Mapping

Mark Thomas has included an allowance of two (2) days of supplemental field surveys to capture additional areas needed for design or potential changes in conditions. If during the design phase it is determined the field surveys are not required, this task will not be used.

Task 2 Deliverables

- Civil 3D points incorporated into existing base mapping

TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. 100% PS&E

Based on the scope of work outlined in the Measure H application, Mark Thomas will prepare PS&E for driveway improvements. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the City.

The driveway improvement plan set will include the following sheets:

- o title sheet and general notes (2 sheets)
- o project control (1 sheets)
- o demolition and tree removal plan (1 sheets)
- o layout plan and construction details (2 sheets)
- o irrigation plan and details (2 sheets)
- o planting plan and details (2 sheets)



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 3.2. FINAL PS&E

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. PERMITTING

Task 4.1. Tree Mitigation

Prior to submittal of Final PS&E, Mark Thomas will prepare a draft mitigation tree plan to show a final number of inches removed, conceptual location of replacement trees, and narrative documentation of how trees will be maintained and monitored during establishment for approval by the County's Park Director. We will make minor modifications to this plan based on the Director's review and comment and a final mitigation tree plan will be prepared to satisfy tree mitigation requirements as necessary for Sacramento County Planning Department/Development Review. An arborist report has been prepared and recommends removal and replacement of 94.5 inches of trunk diameter. At this time, all mitigation plantings are intended to be placed entirely on the Soil Born farm site and required plans, details, specifications and documentation for construction and plant establishment will be accomplished by others. Tree removal permits will be obtained by the contractor. It is assumed that as all tree removals and replacements are to occur on County Park property mitigation measures required by the County will be enforced. Any bonding or securities required for tree removal and/or mitigation are the sole responsibility of Soil Born Farms.

Task 4 Deliverables

- Draft and Final Mitigation Tree Plan (Full Size 34x22 PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the City and SB Farms by providing the following services:

- o Assist with pre-bid questions, clarifications, and necessary addenda
- o Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Inspection Services

Mark Thomas will provide construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punchlist to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QAVQC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order. All test results shall be reported to the project in the shortest time that the specific test will realistically allow. Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
City of Rancho Cordova / Soil Born Farms

Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".

Stakes will be set for the following items as shown on the plan set:

- Demo/Cold Plane Limits – A nail & shiner will be set at the actual location. No offset or cut/fill will be provided for cold plane limits
- Finish Grade Stakes – Stakes will be set to reference the roadway improvements and will include offset and cut/fill to the hinge point, edge of pavement, ETW roadway cross slope. Stakes will be set for approximately 660 feet along the proposed road widening at 50 foot intervals and will include angle points, high & low points, and conform areas.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside the allocated 2 days will be considered "extra" work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for "extra" construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Built) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Built Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)

ASSUMPTIONS AND EXCLUSIONS

- PTE'S – This scope assumes that Soil Born Farms will coordinate with County Parks to obtain the required permission to construct the project.
- CEQA memorandum to file assumed. The existing IS/MND will not be revised or recirculated.



SOIL BORN FARMS PARKING LOT AND DRIVEWAY IMPROVEMENTS
 City of Rancho Cordova / Soil Born Farms

- Service requirements for Farm Stand will be provided by SB Farms. Irrigation water service and meter for Parking Lot (Scope A) will be provided by Soil Born Farms.
- No utility design included with this scope (water, fire service, sewer facilities)
- Drainage design is limited to reconfiguration of the drainage inlet in the parking lot. No drainage analysis, or modifications to the sub-surface systems are proposed.
- No Lighting Design Needed for Driveway (Scope B)
- No ADA improvements at Chase Drive or within the Soil Born Farms parking lot.
- City will provide a no-cost encroachment permit to the contractor to construct.
- Contractor will be required to prepare a traffic control plan and comply with stormwater requirements.
- Outreach and Support will be completed by the County and/or Soil Born Farms. No additional exhibits are necessary for project approvals.
- Tree Mitigation – Construction plans for mitigating removed trees will be completed by Soil Born Farms.

CONSTRUCTION STAKING ASSUMPTIONS:

- One (1) Crew Mobilization shall be defined as a continuous, uninterrupted staking effort to complete a staking priority.
- If a survey field crew is mobilized to an area that is not ready for stakes, the actual time expended will be charged as extra staking.
- It is assumed that areas to receive stakes are relatively clear of construction equipment and activity such that stakes can be set in a safe and expeditious manner.
- It is assumed all access to the site is provided
- One set of construction stakes shall be provided for the work. If original set stakes are destroyed by the contractor, a request for a Re-Stake will be tracked as "Extra" work if the dedicated two (2) days of dedicated scope have been exhausted.
- It is assumed Mark Thomas surveyors shall be apprised of all project safety issues and that we are apprised in a timely manner of situations that would affect a construction site survey operation.

CONSTRUCTION STAKING EXCLUSIONS:

Monument preservation is not included in this scope of work.

This task does not include the following services;

- Stakes for property or boundary lines
- working stakes (ie: "bluetops") to complete the work.
- construction survey services for any improvement not mentioned above.
- survey service to verify quantities.
- construction area signs or temporary traffic signals.

EXHIBIT B

COMPENSATION SCHEDULE

COST PROPOSAL FOR PROJECT SCOPE: Rancho Cordova-Soil Born Farms Parking Lot Improvements

MARK THOMAS																				Subconsultants			TOTAL COST
	Sr. Project Manager	Project Engineer	Design Engineer I	Technician	Survey Manager	Project Surveyor	Sr. Survey Technician	2 Person Field Crew	LAUD Division Manager	LAUD Project Manager	Landscaping Architect	Landscaping Designer	Division Manager - CM	RE/Structural Representative	Inspector - CM	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	USA Associates	YMC Transportation	Materials Testing Sub	
SCOPE A - PHASE 1																							
1.0 PROJECT MANAGEMENT COORDINATION & DOCUMENTATION																							
1.1 Project Management	1.5									4.5						2	6	14	\$2,430	-	-	-	\$2,430
1.2 Meetings	1.5	6								4.5	4.5	3						19.5	\$3,315	-	-	-	\$3,315
Subtotal Phase 1	3	6	0	0	0	0	0	0	0	9	4.5	3	0	0	0	2	6	33.5	\$5,745	\$0	\$0	\$0	\$5,745
3.0 PLANS, SPECIFICATIONS & ESTIMATE																							
3.1 SMUD Coordination																		0	\$0	-	-	-	\$0
3.1.1 Electrical Service Application			12	6														18	\$2,670	-	-	-	\$2,670
3.1.2 SMUD Facility Relocation				4.5														13.5	\$2,003	-	-	-	\$2,003
3.2 100% PS&E	1.5	15	18	3					1.5	15	22.5	15						91.5	\$13,725	-	1,425	-	\$15,150
3.3 Final PS&E Preparation	1.5	12	15	3						12	15	12						70.5	\$10,485	-	791	-	\$11,276
Subtotal Phase 3	3	48	43.5	6	0	0	0	0	1.5	27	37.5	27	0	0	0	0	0	193.5	\$28,943	\$0	\$2,246	\$0	\$31,189
4.0 CEQA SUPPORT																							
4.1 CEQA Memorandum to File																		0	\$0	450	-	-	\$450
Subtotal Phase 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$450	\$0	\$0	\$450
5.0 DESIGN SUPPORT DURING CONSTRUCTION & CONSTRUCTION MANAGEMENT SERVICES																							
5.1 Bidding Support		1.5	3								1.5	3						9	\$1,178	-	158	-	\$1,335
5.2 Design Support During Construction	1.5	1.5	3							1.5	1.5	3						12	\$1,868	-	158	-	\$2,025
5.3 Construction Management Services																		0	\$0	-	-	-	\$0
5.3.1 Construction Management & Inspection Services													2.25	42	136.5			180.75	\$38,498	-	-	-	\$38,498
5.3.2 Construction Materials Testing Services																		0	\$0	-	-	7,875	\$7,875
5.4 Construction Staking					1.5	3	6	12										22.5	\$4,973	-	-	-	\$4,973
5.5 As-Built Drawings		2		6														8	\$930	-	64	-	\$994
Subtotal Phase 5	1.5	5	6	6	1.5	3	6	12	0	1.5	3	6	2.25	42	136.5	0	0	232.25	\$47,445	\$0	\$379	\$7,875	\$55,699
TOTAL HOURS - SCOPE A/PHASE 1	7.5	59	49.5	12	1.5	3	6	12	1.5	37.5	45	36	2.25	42	136.5	2	6	459.25					
OTHER DIRECT COSTS - SCOPE A/PHASE 1																			\$225	\$0	\$19	\$0	\$244
TOTAL COST - SCOPE A/PHASE 1	\$1,950	\$9,735	\$5,693	\$1,200	\$323	\$510	\$780	\$3,360	\$375	\$7,500	\$6,750	\$4,320	\$698	\$10,500	\$27,300	\$300	\$840		\$82,358	\$450	\$2,644	\$7,875	\$93,326
SCOPE A - PHASE 2																							
1.0 PROJECT MANAGEMENT COORDINATION & DOCUMENTATION																							
1.1 Project Management	0.5									1.5						2	6	10	\$1,570	-	-	-	\$1,570
1.2 Meetings	0.5	2								1.5	1.5	1						6.5	\$1,105	-	-	-	\$1,105
Subtotal Phase 1	1	2	0	0	0	0	0	0	0	3	1.5	1	0	0	0	2	6	16.5	\$2,675	\$0	\$0	\$0	\$2,675
3.0 PLANS, SPECIFICATIONS & ESTIMATE																							
3.1 SMUD Coordination																		0	\$0	-	-	-	\$0
3.1.1 Electrical Service Application			4	2														6	\$890	-	-	-	\$890
3.1.2 SMUD Facility Relocation			3	1.5														4.5	\$668	-	-	-	\$668
3.2 100% PS&E	0.5	5	6	1					0.5	5	7.5	5						30.5	\$4,595	-	485	-	\$5,080
3.3 Final PS&E Preparation	0.5	4	5	1						4	5	4						23.5	\$3,495	-	264	-	\$3,759
Subtotal Phase 3	1	16	14.5	2	0	0	0	0	0.5	9	12.5	9	0	0	0	0	0	64.5	\$9,648	\$0	\$749	\$0	\$10,396
4.0 CEQA SUPPORT																							
4.1 CEQA Memorandum to File																		0	\$0	150	-	-	\$150
Subtotal Phase 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$150	\$0	\$0	\$150
5.0 DESIGN SUPPORT DURING CONSTRUCTION & CONSTRUCTION MANAGEMENT SERVICES																							
5.1 Bidding Support		0.5	1								0.5	1						3	\$389	-	53	-	\$442
5.2 Design Support During Construction	0.5	0.5	1							0.5	0.5	1						4	\$623	-	53	-	\$675
5.3 Construction Management Services																		0	\$0	-	-	-	\$0
5.3.1 Construction Management & Inspection Services													0.75	14	43.5			60.25	\$12,833	-	-	-	\$12,833
5.3.2 Construction Materials Testing Services																		0	\$0	-	-	2,625	\$2,625
5.4 Construction Staking					0.5	1	2	4										7.5	\$1,658	-	-	-	\$1,658
5.5 As-Built Drawings		2		2														4	\$530	-	21	-	\$551
Subtotal Phase 5	0.5	3	2	2	0.5	1	2	4	0	0.5	1	2	0.75	14	43.5	0	0	78.75	\$14,035	\$0	\$126	\$2,625	\$18,786
TOTAL HOURS - SCOPE A/PHASE 2	2.5	21	16.5	4	0.5	1	2	4	0.5	12.5	15	12	0.75	14	43.5	2	6	159.75					
OTHER DIRECT COSTS - SCOPE A/PHASE 2																			\$75	\$0	\$6	\$0	\$81
TOTAL COST - SCOPE A/PHASE 2	\$650	\$3,465	\$1,898	\$400	\$108	\$170	\$260	\$1,120	\$125	\$2,500	\$2,250	\$1,440	\$233	\$3,500	\$9,100	\$300	\$840		\$28,433	\$150	\$881	\$2,625	\$32,089

MARK THOMAS																			Subconsultants				TOTAL COST
	Sr. Project Manager	Project Engineer	Design Engineer I	Technician	Survey Manager	Project Surveyor	Sr. Survey Technician	2 Person Field Crew	LAUD Division Manager	LAUD Project Manager	Landscape Architect	Landscape Designer	Division Manager- CM	BE/Structural Representative	Inspector - CM	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	LSA Associates	Y&C Transportation	Materials Testing Sub	
	\$260	\$165	\$115	\$100	\$215	\$170	\$130	\$280	\$250	\$200	\$150	\$120	\$310	\$250	\$200	\$150	\$140						
SCOPE B																							
1.0 PROJECT MANAGEMENT COORDINATION & DOCUMENTATION																							
1.1 Project Management	1									6						2	2	11	\$2,040	-	-	-	\$2,040
1.2 Meetings	1									6								7	\$1,460	-	-	-	\$1,460
Subtotal Phase 1	2	0	0	0	0	0	0	0	0	12	0	0	0	0	0	2	2	18	\$3,500	\$0	\$0	\$0	\$3,500
2.0 TOPOGRAPHIC SURVEY & BASE MAPPING																							
2.1 Supplemental Topographic Base Mapping							2	12										14	\$3,620	-	-	-	\$3,620
Subtotal Phase 2	0	0	0	0	0	0	2	12	0	0	0	0	0	0	0	0	0	14	\$3,620	\$0	\$0	\$0	\$3,620
3.0 PLANS, SPECIFICATIONS & ESTIMATE																							
3.1 100% PS&E		8	32	16						12	12	20						100	\$13,200	-	-	-	\$13,200
3.2 Final PS&E		6	16	8						12	8	16						66	\$9,150	-	-	-	\$9,150
Subtotal Phase 3	0	14	48	24	0	0	0	0	0	24	20	36	0	0	0	0	0	166	\$22,350	\$0	\$0	\$0	\$22,350
4.0 PERMITTING																							
4.1 Tree Mitigation										16	6	20						42	\$6,500	-	-	-	\$6,500
Subtotal Phase 4	0	0	0	0	0	0	0	0	0	16	6	20	0	0	0	0	0	42	\$6,500	\$0	\$0	\$0	\$6,500
5.0 DESIGN SUPPORT DURING CONSTRUCTION & CONSTRUCTION MANAGEMENT SERVICES																							
5.1 Bidding Support		2									2	2						6	\$870	-	-	-	\$870
5.2 Design Support During Construction		2	2								2	2						8	\$1,100	-	-	-	\$1,100
5.3 Construction Management Services													4	24	78			106	\$22,840	-	-	-	\$22,840
5.3.1 Construction Management & Inspection Services																		0	\$0	-	-	-	\$0
5.3.2 Construction Materials Testing Services																		0	\$0	-	-	4,500	\$4,500
5.4 Construction Staking					2	4	8	16										30	\$6,630	-	-	-	\$6,630
5.5 As-Built Drawings		1		4														5	\$565	-	-	-	\$565
Subtotal Phase 5	0	5	2	4	2	4	8	16	0	0	4	4	4	24	78	0	0	155	\$32,005	\$0	\$0	\$4,500	\$36,505
TOTAL HOURS - SCOPE B	2	19	50	28	2	4	10	28	0	52	30	60	4	24	78	2	2	395					
OTHER DIRECT COSTS - SCOPE B																				\$0	\$0	\$0	\$0
TOTAL COST - SCOPE B	\$520	\$3,135	\$5,750	\$2,800	\$430	\$680	\$1,300	\$7,840	\$0	\$10,400	\$4,500	\$7,200	\$1,240	\$6,000	\$15,600	\$300	\$280		\$67,975	\$0	\$0	\$4,500	\$72,475
GRAND TOTAL - SCOPE A (PH 1 & 2) & SCOPE B	\$3,120	\$16,335	\$13,340	\$4,400	\$860	\$1,360	\$2,340	\$12,320	\$500	\$20,400	\$13,500	\$12,960	\$2,170	\$20,000	\$52,000	\$900	\$1,960		\$178,765	\$600	\$3,525	\$15,000	\$197,890
2.0 OPTIONAL TASKS (PUBLIC & STAKEHOLDER OUTREACH)																							
2.1 Outreach Materials & Exhibits		2								2	8	16						28	\$3,850	-	-	-	\$3,850
2.2 City Council Presentations										8	2	4						14	\$2,380	-	-	-	\$2,380
2.3 Stakeholder Meetings										8	4	4						16	\$2,680	-	-	-	\$2,680
Subtotal Phase 2	0	2	0	0	0	0	0	0	0	18	14	24	0	0	0	0	0	58	\$8,910	\$0	\$0	\$0	\$8,910
TOTAL HOURS - OPTIONAL	0	2	0	0	0	0	0	0	0	18	14	24	0	0	0	0	0	58					
OTHER DIRECT COSTS - OPTIONAL																				\$0	\$0	\$0	\$0
TOTAL COST - OPTIONAL	\$0	\$330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$2,100	\$2,880	\$0	\$0	\$0	\$0	\$0		\$8,910	\$0	\$0	\$0	\$8,910

MEMORANDUM



ITEM 15.8.

DATE: October 19, 2020
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Community Enhancement Analyst
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO MODIFY THE NUMBER OF OVERSIGHT BOARD MEMBERS TO BE APPOINTED TO SERVE ON THE MEASURE H/COMMUNITY ENHANCEMENT FUND CITIZEN OVERSIGHT BOARD AND TO STAGGER THE TERMS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will modify the number of Oversight Board members, stagger the terms, and will allow City staff to move forward with convening the Community Enhancement Fund Citizen Oversight Board.

BACKGROUND

With the passage of Measure H in 2014, the City Council expressed interest in establishing an oversight board that would review the manner in which Community Enhancement Funds were spent. While not required by the voter approved sales tax measure, this oversight board would provide an additional layer of transparency to the community.

At the City Council meeting on August 21, 2017, Council provided direction to staff on the parameters for establishing an Oversight Board by early 2018.

On October, 16, 2017, the City Council adopted Resolution 129-2017 establishing a Community Enhancement Fund Citizen Oversight Board with the goal of having the Board members appointed in early 2018. An application process was opened from December 11, 2017 - January 15, 2018. In March of 2018, five Oversight Board members were appointed by City Council to provide a review and audit of how tax revenues from Measure H are spent by the City. The appointed members took their oath of office in May 2018 and fulfilled their two-year terms.

Per City Council direction, City staff coordinated with Folsom Lake College and first Folsom Cordova Unified School District, and then Sacramento City Unified School District, to receive recommendations for student representation on the Community Enhancement Fund Citizen Oversight Board. The two current at-large student appointees' terms are not up and no changes are needed at this time. The high school representative will rotate among the three primary school districts serving Rancho Cordova with Elk Grove Unified School District up next.

A second application period was opened in August of 2020 to accept new applications from interested full-time residents of Rancho Cordova who are registered voters in Rancho Cordova and are 18 years of age and older. Oversight Board members may apply for additional terms. Six applications were received during the application period and all candidates met the requirements to serve on the Oversight Board.

On October 5, 2020, City Council approved the appointment of all six applicants and recommended that the five-person Oversight Board shall be changed to a seven-person Oversight Board while still continuing to have two additional at-large student appointees including high school and college students from the City.

At the October 5, 2020 City Council meeting, staff received a question about the possibility of staggering the terms of the Oversight Board members. Staff supports this idea and recommends that it be implemented, starting with the current appointments. The attached resolution would stagger terms of new Oversight Board members, starting with the currently selected new members. Staff proposes to accomplish this by randomly assigning three of the six new Oversight Board members to a two-year term and three of the six new board members to a four-year term. The vacant position will be assigned a two-year term. Thereafter, the terms of Board members would be on staggered four-year terms. Staggering and extending the adult Oversight Board member terms would improve the consistency of its decisions and the continuity of its service. The terms of at-large student appointees would remain one-year terms in recognition of student graduations, and also to allow appointees from the various school districts to serve.

FISCAL IMPACT AND FUNDING SOURCE

The only fiscal impact is the cost of staff time to prepare for and participate in Oversight Board meetings which is included as part of the Community Enhancement Fund administrative allocation that is made annually.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, TO MODIFY THE NUMBER OF OVERSIGHT BOARD MEMBERS
TO BE APPOINTED TO SERVE ON THE MEASURE H/COMMUNITY ENHANCEMENT FUND
CITIZEN OVERSIGHT BOARD AND TO STAGGER THE TERMS**

WHEREAS, in November 2014, Rancho Cordova voters approved Measure H, a 1/2-cent sales tax measure, which generates approximately \$7-8 million of annual revenue for the City's general fund; and

WHEREAS, the revenues from Measure H, now referred to as the "Community Enhancement Fund," are locally controlled by the City; and

WHEREAS, the ballot language measure approved by the voters allows for, but does not require, a citizen oversight board for Measure H revenues; and

WHEREAS, the City Council desired that a Community Enhancement Fund Citizen Oversight Board be established to provide a review and audit of how tax revenues from Measure H are spent by the City and provide feedback; and

WHEREAS, in October of 2020, the City Council desired to increase the size of the Oversight Board from a five-person to a seven-person Measure H/Community Enhancement Fund Citizen Oversight Board; and

WHEREAS, in October of 2020, the City Council further desired to retain having two additional at-large appointees, including high school and college students from the City, thereby, bringing the size of the Oversight Board to a nine-person Board when factoring in the seven Oversight Board members and two at-large student appointees.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA establishes that:

1. A seven-person Measure H/Community Enhancement Fund Citizen Oversight Board (Oversight Board) is hereby established.
2. The seven Oversight Board members shall be appointed by a majority vote of the full City Council. Oversight Board members may be removed by a majority vote of the full City Council.
3. Two additional at-large appointees shall be made by recommendation by school officials through an application process coordinated by City staff. It is intended that the two additional at-large appointments be youth representatives, including high school and college students from the City.

4. With the exception of the two additional at-large appointees, Oversight Board members shall be at least 18 years old and a full-time resident of Rancho Cordova. With the exception of the two additional at-large appointees, Oversight Board members shall not be a direct recipient of Community Enhancement Fund monies.

5. City staff shall develop a simple application process and provide the City Council will all complete applications received for Oversight Board members.

6. Terms of new Oversight Board members shall be staggered. The staggering of terms starts with the currently selected new members of the Oversight Board and will be accomplished by randomly assigning three of the six new Oversight Board members to a two-year term and three of the six new Oversight Board members to a four-year term. The vacant Oversight Board position shall be assigned a two-year term. Thereafter, the terms of the Oversight Board members would be on staggered four-year terms. The two additional at-large student appointees shall remain one-year terms. Oversight Board members may apply for additional terms.

7. The Oversight Board's roles and responsibilities shall be as follows:

a. Review the accomplishments achieved with Community Enhancement Fund dollars for each fiscal year to be highlighted in the annual Community Enhancement Fund Citizen Report and provide feedback to staff.

b. Confirm the amount of revenues received in the prior fiscal year in comparison to the budget.

c. Review actual expenditures to ensure that they were in alignment with the Community Enhancement Fund grant awards and budget allocation approved by the City Council.

d. Review each Community Enhancement Fund grantee's compliance with the City's reporting requirements and make recommendations to exclude noncomplying organizations from future award cycles to the City Council for consideration.

e. Any amended or additional responsibilities as determined by a majority vote of the full City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ITEM 15.7.

ATTACHMENT 1

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.1.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Jeanette Cervantes, Management Technician

SUBJECT: **A RESOLUTION DECLARING A PROTEST HEARING AND
AUTHORIZING THE MAILING OF PROPERTY OWNER BALLOT
RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER
UTILITY FEE FOR THE ANATOLIA RETAIL CENTER PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the project. The action also sets 1:30 p.m. on November 5, 2020 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Anatolia Retail Center project has a condition of approval which requires funding for operation and maintenance of the storm drainage system. This condition will be satisfied by the participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

The property owner of the Anatolia Retail Center project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

On October 5, 2020, Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated October 19, 2020 at 5:30 p.m. as the time and place for hearing

protests in connection with the annual Stormwater Utility Fee for the Anatolia Retail Center project.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to participate in the Stormwater Utility Fee. This annexation to the Stormwater Utility Fee will include the project generally known as the Anatolia Retail Center project, ATTACHMENT 2. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

ATTACHMENT 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on November 5, 2020, 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting November 16, 2020 and additional actions will be recommended based the ballot results.

A "Rate Analysis Report" was approved by City Council on September 4, 2014 by Resolution 103-2014 setting Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see ATTACHMENT 3. The maximum annual fee will increase each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2020-2021 are summarized in ATTACHMENT 4.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Boundary Map
3. Stormwater (SWU) Rate and Analysis Report
4. Stormwater Utility Fee- Rate Sheet FY20-21

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER
PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT
RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR THE
ANATOLIA RETAIL CENTER PROJECT**

WHEREAS, this Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be annexed into the Stormwater Utility Fee; and

WHEREAS, on October 9, 2020, the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on October 19, 2020; and

WHEREAS, the Council adopted Resolution 103-2014 approving a written report entitled, "Rate Analysis Report", dated September 4, 2014 (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, this Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

WHEREAS, this Council has conducted the public hearing and all interested persons have been afforded the opportunity to be heard, and the City Council has considered all protests against the annexation to the Stormwater Utility Fee; and

WHEREAS, there was no majority protest of the owner of the Identified Parcel subject to the Proposed Stormwater Utility Fee.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY
OF RANCHO CORDOVA**

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be November 5, 2020 at 1:30 p.m.
4. The date of the Council Meeting to report the results of the mailed ballot election shall be

ITEM 16.1.

ATTACHMENT 1

November 16, 2020 at 5:30 or as soon thereafter as the matter may be heard.

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by following vote:

AYES:

NOES:

ABSENT:

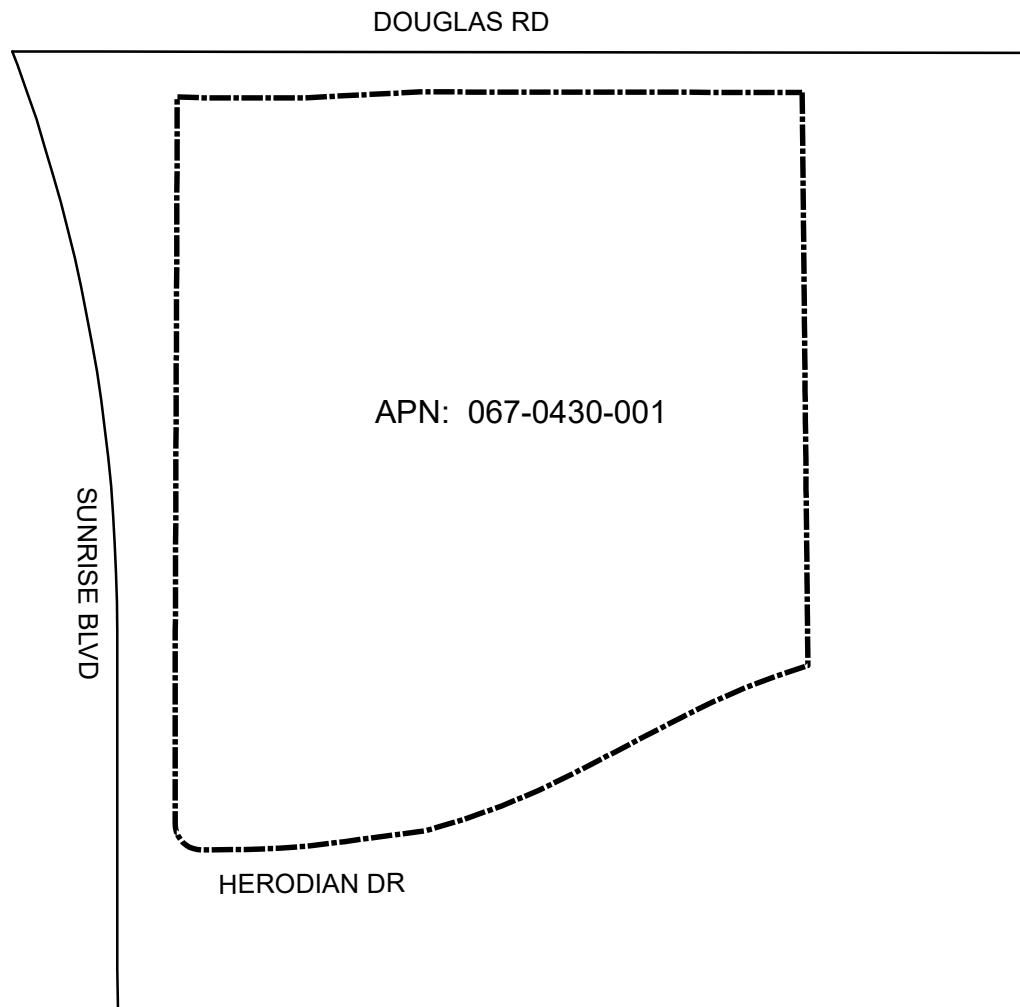
ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 22
(ANATOLIA RETAIL CENTER)

**Legend**

-  Annexation Boundary
-  Parcel Boundary



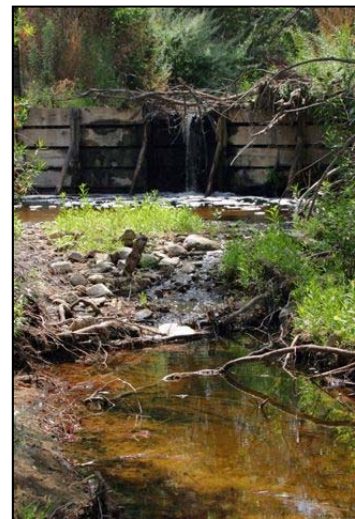
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

- 1) "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."
- 2) "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."
- 3) "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."
- 4) "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."
- 5) "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large in substantially the same manner as it is to property owners."

Background Information

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,635	13,156
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,852	13,231
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substa	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Services Funded

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

Section 6.b of Article XIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non- Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	499	6,240.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190		47,124

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
HydroMod Basin Maintenance	320	AC	\$4,830	1 year	\$ 1,545,600.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$5,011,917

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$344,792

Estimated Total: **\$5,401,709**

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$5,401,709 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (47,124), the maximum estimated annual Stormwater Utility Fee rate is **\$114.63 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 114.63
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 126.09
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 134.69
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 143.28
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 179.10
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	\$ 5,373.12
COMMERCIAL ¹	1.00	0.75	9.375	\$ 1,074.62
INDUSTRIAL	1.00	0.80	10.000	\$ 1,146.27
SCHOOLS	5.00	2.50	31.250	\$ 3,582.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 358.21
PARKS/GREENBELTS	2.00	0.20	2.500	\$ 286.57
PUBLIC	2.00	0.60	7.500	\$ 859.70

¹ Average of Downtown and Neighborhood Commercial as shown in Appendix B

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

- Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - The name, phone number, mailing address, and email address, if available, of the property owner.
 - The Assessor's Parcel Number (APN) of the property in question.
- If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
- Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.

- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

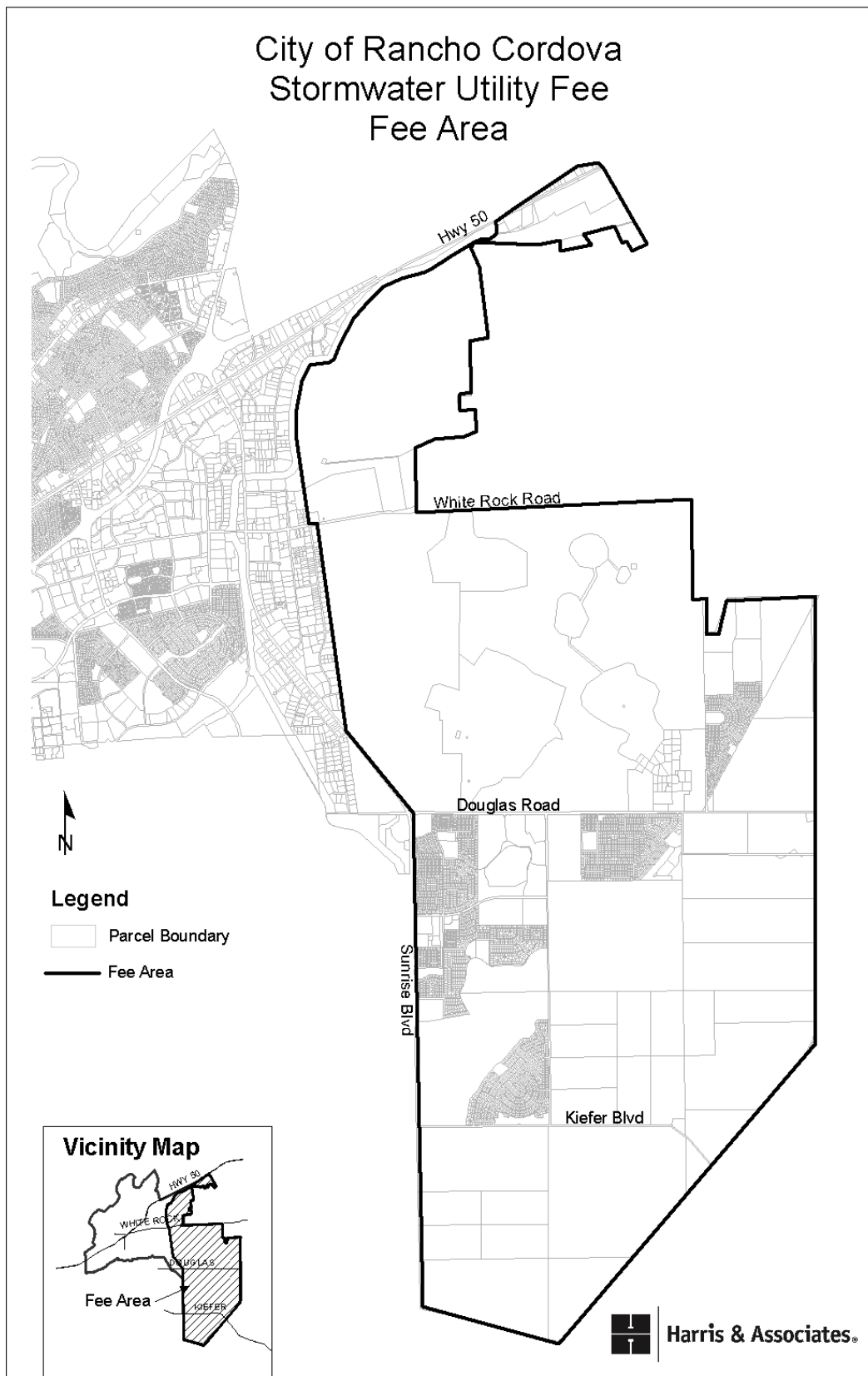
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ¹	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

Appendix C

Cost Information

ITEM 16.1.

ATTACHMENT 3

County of Sacramento/City of Rancho Cordova Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
	Total Budget=		\$ 1,630,558.93	\$ 1,630,558.93
County South	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
	Total Budget=		\$ 450,033.00	\$ 450,033.00
Rancho Cordova	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
	Total Budget=		\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

ITEM 16.1.

ATTACHMENT 3

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
		Total Budget=	\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
		Total Budget=	\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

ITEM 16.1.

ATTACHMENT 3

County of Sacramento/City of Rancho Cordova Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
Maintenance		\$ 4,830.00	annul	see detailed estimate
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Hydromod Basin Maintenance

Basin Maintenance Costs	Cost per Acre
Trash Clean-up and Disposal (4 x's/year)	\$ 1,200
Mowing (2 x's/year)	\$ 200
Inspection 4 x's/year	\$ 1,600
Erosion Repair	\$ 800
Vegetation and Landscape Maintenance	\$ 800
Sub-total	\$ 4,600
Over-head Mark-up (5%)	\$ 230
Total Cost	\$ 4,830

Inspection Includes: Examine gates, fences and access ramp for damage and overgrown vegetation, check basin slopes for erosion, excess vegetation, debris and animal burros, check flow line for excess vegetation and sediment, check for erosion at water line, large/floating debris, and excess vegetation. Check for debris, creacks and instructure, and erosion at inlets and outlets. Also check access control racks for debris and to snrue they are locked and secured. Check riprap at inlet weir

Appendix D

Detailed Land Use Data

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge				
	Land Use/ Zoning Description	AC	Units	AC	Units	AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012		AC 2013	Units 2012	Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units
Residential:																																				
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698			3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899		142.3	694	35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)															321.5	2,524																	322	2,524	
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 ^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 ^c		105.4	685	17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231
	MD (14.0-29.9 DU/AC)			60.4	885																													60	885	
HDR	HD (18.1-40.0 DU/AC)													98.0	1,960	44.2	980		12.2	378 [*]			30.4	922			6.80	132.00							192	4,372
	HD (30+ DU/AC)			29.5	825																													30	825	
	Residential Total	119.1	732	524.7	4,742	94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689		259.9	1,757	53.3	371	524.4	3,891	17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993
Non-Residential:																																				
VC	Village Commercial			16.9				19.5				16.6		20.0		22.0		13.5					93.3												202	
LTC	Local Town Center			30.4										20.0									83.5												134	
RTC	Regional Town Center			0.9										113.0		58.4																			172	
BP	Business Park	6.6		65.0										86.0																					158	
MP	Industrial Park													283.0																					283	
Education:																																				
HS/MS	High School/Middle School			72.6										78.0		110.9 ^b							94.0 ^b												356	
MS	Middle School													20.0																					20	
ES	Elementary School			21.2						10.6				54.0													5.50			10.8					102	
Open Space & Public:																																				
CP	Community Park	11.4		60.7						7.8				107.0		44.9		29.3					52.3												313	
P/QP	Public/Quasi Public			2.0								3.2		7.5		12.3							10.6												37	
NP	Neighborhood Park	3.1		3.8		8.2		5.2		3.4		20.8		67.5		17.0		8.6		6.4					0.71		17.20		3.70		21.2		7.0		194	
SWD	Storm Water Detention	4.0								15.0		9.6		39.0		53.5		24.3							4.00		17.40				9.5		9.6		186	
WP	Wetland Preserve	55.8						43.8		81.0		54.5		510.0																					745	
DP	Drainage Parkway													138.0		5.0							104.6				15.30					7.2		270		
PR	Private Recreation													54.0													4.20							63		
OS	Open Space			144.5										22.0											0.60		0.80								168	
OS/P	Open Space/Preserve													12.0		45.6		174.0					47.7											279		
LC	Landscape Corridors	1.1				2.8								82.0		19.2											2.70		1.30		13.4		0.7		123	
GB	Green Belts							2.6						51.0																					54	
ROW	Right-of-way	9.5		104.3				8.5		5.3		22.4		192.0		82.6		20.5		14.5			127.1				6.90		2.20						596	
BR/WP	Reservoir / Wetland Preserve			302.8												205.1									19.80										528	
S	Sewer Lift Station / Utility Substation			1.0																											6.6		6.4		14	
	Vacant (unknown dev plan)																													567.4		27.3			595	
	Total Non-residential	91.5		826.1		11.0		79.6		123.1		127.1		1,956.0		676.5		270.2		20.9			613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2		5,590	
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0	105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0	3,828.5	11,601.0	1,265.3	4,689.0		530.1	1,757.0	74.1	371.0	1,137.5	3,891.0	42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680	

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Suncreek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

Includes April 2012
Amendment

AC estimated

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for Fiscal Year 2020-2021:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$134.93
Single Family Residential (SFR2)	0.22	\$148.42
Single Family Residential (SFR3)	0.30	\$158.55
Single Family Residential (SFR4)	0.40	\$168.65
Single Family Residential (SFR5)	1.00	\$168.65
Multi-Family Residential (MFR1)	5.00	\$1,180.74
Commercial	1.00	\$1,265.09
Industrial	1.00	\$1,349.45
Schools	5.00	\$843.40
Private Recreation	1.00	\$421.68
Parks/Greenbelts	2.00	\$168.65
Public Property (with structures)	2.00	\$506.02

MEMORANDUM



ITEM 16.2.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dzan Vong, Engineering Tech

SUBJECT: **A RESOLUTION TO APPROVE THE ABANDONMENT OF LIGHT AND AIR EASEMENT LOCATED AT 2320 PECAN GROVE WAY PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATE LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will abandon and eliminate the light and air easement granted over Lot 33 of Mills Ranch Unit No. 1 recorded in book 140 of Maps, Map No. 22 on May 28, 1980.

BACKGROUND

Merys Queros, homeowner of 2320 Pecan Grove Way, requests the abandonment of the light and air easement that was recorded as part of the Plat of Mills Ranch Unit No. 1, "Easement for Light and Air over those strips of land lying between the front, rear and/or sidelines of lots and the lines shown hereon and designated building envelope lines." The building envelope lines restrict the property owner from adding an addition to their property. Light and air easements are typically in place to prevent an adjoining land owner from building any structure that would obstruct the passage of light or air from reaching the dominant land. Abandonment of this easement would not affect the neighborhood because the addition of the patio cover would only sit on the property of 2320 Pecan Grove Way. None of the neighbors' view will be impacted or affected with addition of a patio cover and current City zoning setbacks will allow an addition.

All affected nearby residents have provided signatures stating no objection to the abandonment of this easement located on 2320 Pecan Grove Way; therefore, the easement is no longer

needed and may be abandoned.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Legal Description
3. Exhibit B to the Resolution - Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA TO APPROVE THE ABANDONMENT OF LIGHT AND AIR EASEMENT LOCATED AT 2320 PECAN GROVE WAY PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATE LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, a hearing date was scheduled for a proposed resolution to vacate a light and air easement; and

WHEREAS, a notice of the hearing has been posted at City Hall at least two weeks in advance of the hearing; and

WHEREAS, at least two weeks before the day set for the hearing, three notices of vacation were clearly posted along the easement to be vacated, not more than 300 feet apart; and

WHEREAS, the hearing described above has been conducted, and this Council, having heard and considered all oral, documentary and other evidence presented, hereby finds, determines and order as follow.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby finds as follows:

1. The setback is greater than the zoning requirement.
2. The owner wishes to add a patio structure to the original building.
3. The Department of Public Works recommends the abandonment be approved.

BE IT FURTHER RESOLVED that the following described light and air easement recorded on Lot 33 of Mills Ranch Unit No. 1 in book 140 of Maps, Map No. 22 as shown and described on the attached Exhibit A and Exhibit B is hereby vacated.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 16.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

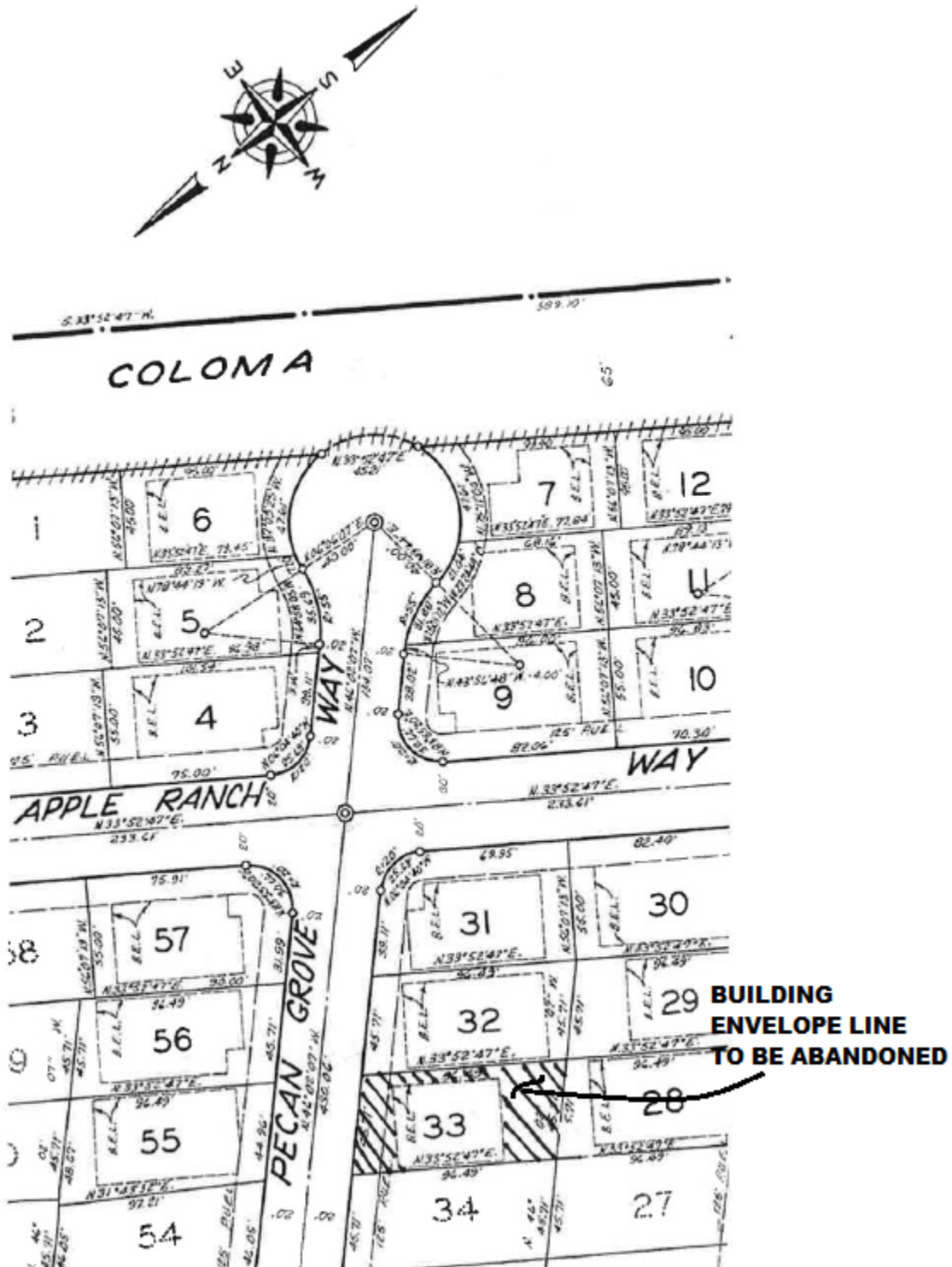
David M. Sander, Mayor

**EXHIBIT A
ABANDONMENT OF
LIGHT AND AIR EASEMENT**

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, and being Lot 33 of Mills Ranch Unit No. 1 recorded in Book 140 of Maps, Map No. 22 on May 28, 1980.

The easement labeled "Building Envelope Lines" and described in the owner's statement of said map as easement for light and air over those strips of land lying between the front, rear and/or sideline of lots and the lines shown hereon and designated building envelope lines.

EXHIBIT B



MEMORANDUM



ITEM 17.1.

DATE: October 19, 2020

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner

SUBJECT: A MINOR DESIGN REVIEW AND REFERRAL TO COUNCIL FOR AN OUTDOOR STORAGE FACILITY LOCATED AT 3836 SECURITY PARK DRIVE WITHIN THE SECURITY PARK DD9970

PROPERTY OWNER: Darin Moore PO Box 1657 Rancho Cordova, CA 95670	APPLICANT/DEVELOPER: Kirra Moore and Rick Powell PO Box 1657 Rancho Cordova, CA 95741
--	---

PROJECT:	The applicant requests approval for a Minor Design Permit for an outdoor recreational vehicle storage area.
FILE:	DD9970
LOCATION:	3836 Security Park Drive
APN:	072-0540-002 and 003-0000
PLANNER:	June Cowles, Senior Planner

RECOMMENDATION

That Council:

- 1) Determine the project Exempt per Section 15183, consistent with the Community Plan, General Plan, or Zoning of the CEQA Guidelines; and
- 2) Make a determination regarding the fencing material; and
- 3) Adopt the Resolution for Rancho Cordova Storage Minor Design Review.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Minor Design Review for the construction of an outdoor recreational vehicle storage area. Approval would allow the applicant to pursue necessary improvements for construction of the new storage facility.

HISTORY

The 45-acre Security Park site was planned and constructed in 1956-1957. The complex included the Alpha Test building which featured the first large-scale test stands erected for the Douglas Missile Test Facility. Testing of rockets for the military and the space program proceeded until 1969. Although the Douglas company maintained the complex into 1972. The project site historic aerial shows it was never developed but was owned by McDonnell Douglas Corporation and was

sold in 1984 to Aerojet General Corporation. The project site was then sold in 2001 to a private company.

Figure 1: Project Location



EXISTING CONDITIONS/BACKGROUND

On February 10, 2020 code enforcement responded to a complaint regarding a non-permitted use at the project site. The site contained the following:

- Approximately 50 metal storage containers.
- The site was graded with gravel.
- Some vehicles were parked on pervious surface.
- A 7 ½ foot high chain link fence with slats was installed surrounding the yard area.

The project site is within the South Sacramento Habitat Conservation Plan (SSHCP). Therefore, the applicant is required to obtain a SSHCP permit.

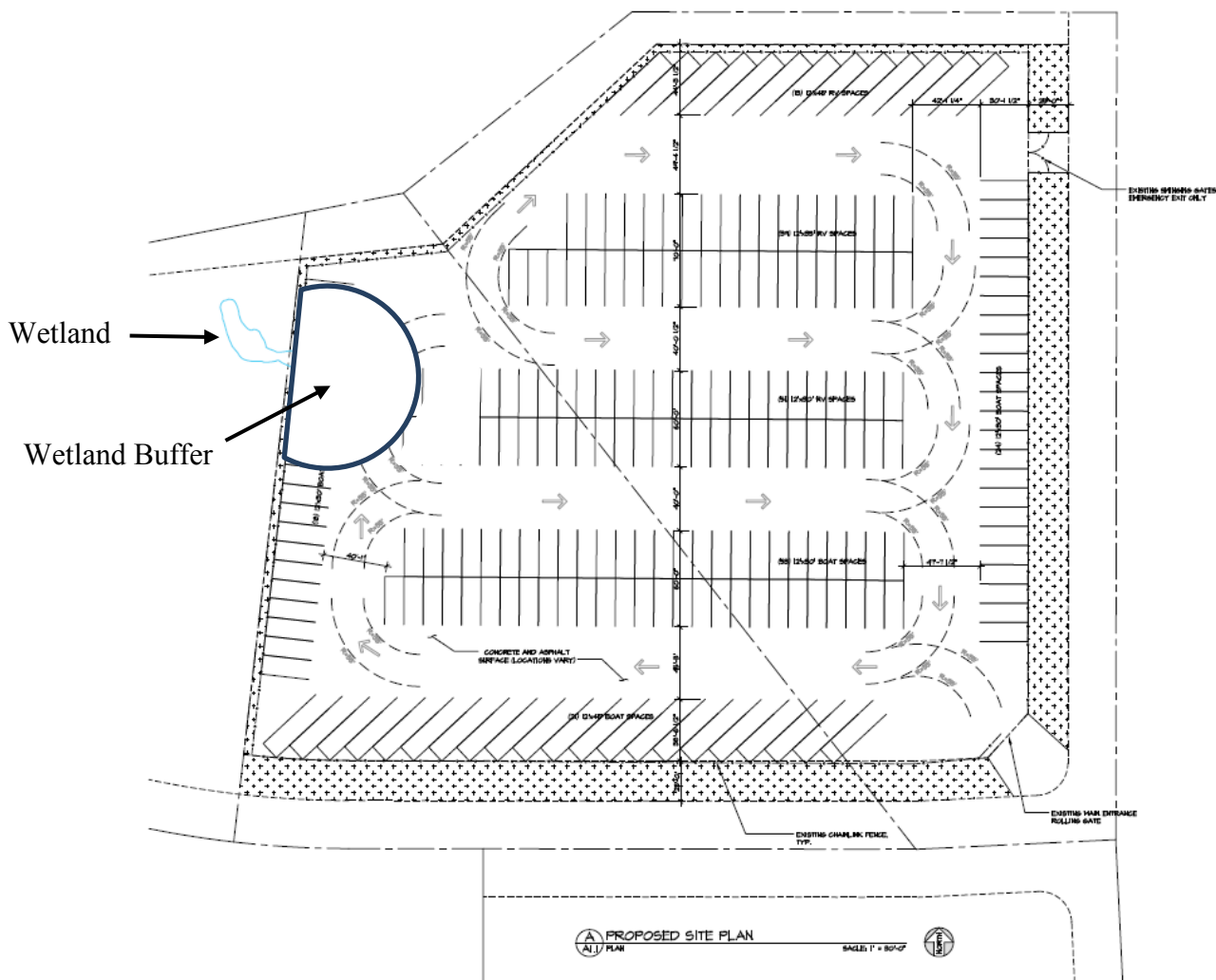
City staff met with the applicant regarding the non-permitted use and grading on the site. After the meeting the applicant submitted a project development application for an outdoor recreational vehicle storage facility.

PROJECT DESCRIPTION

The applicant is requesting approval of a minor design review for an outdoor recreational vehicle and boat storage facility. **Figure 2: Proposed Project.** The applicant states that the community with the additional homes being built needs a storage facility for recreational vehicles. The storage facility includes the following:

- Landscaping and chain link fence with slats for screening around the storage yard
- Security gates and Lighting
- Parking spaces for recreational vehicles on non-pervious surface
- A 50 foot wide buffer near the wetland area, located outside of the storage yard area.

Figure 2: Proposed Project



The applicant is proposing chain link fencing with slats and landscaping to screen the storage yard area. The Zoning Ordinance states that the storage yard screening shall be a solid fence or wall. The Community Development Director is referring the project to council regarding the

fence material. The director may refer any entitlement with limited discretion for which the director is the final approval authority to the council for action.

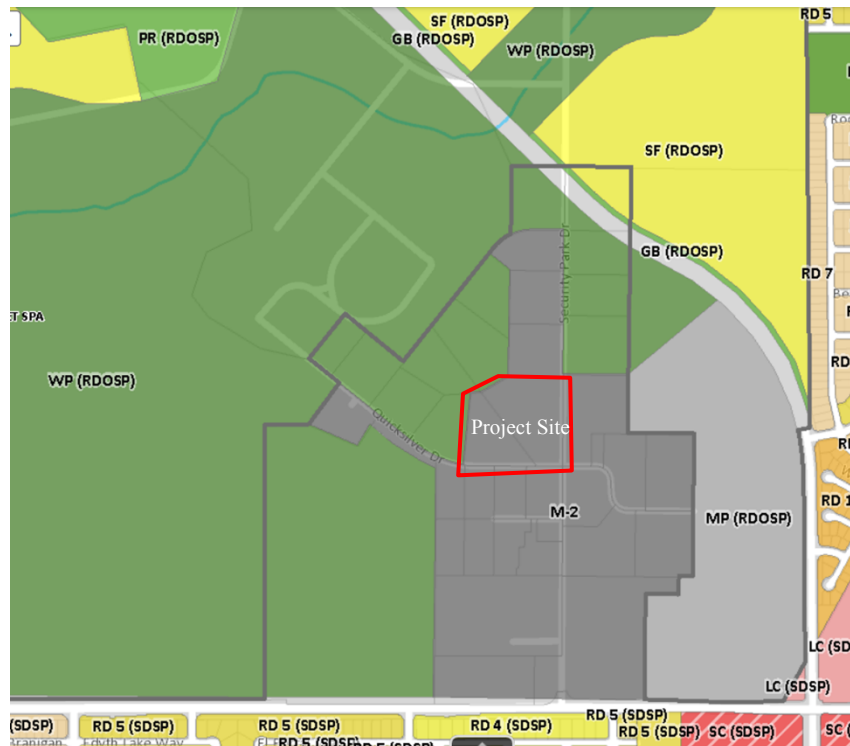
Adjacent General, Zoning, and Surrounding Land Uses:

The following Table provides the current use, General Plan/Community Plan, and zoning (Table 1: Surrounding Designations and Existing Uses and Figure 3: Zoning Map).

Table 1: Surrounding Designations and Existing Uses

	General Plan	Zoning	Land Use
Subject Property	Light Industry	Heavy Industrial/ Manufacturing (M-2)	Undeveloped site
North	Light Industry and Rio Del Oro Specific Plan Wetland Preserve	Heavy Industrial/ Manufacturing (M-2) and Wetland Preserve Rio Del Oro Specific Plan (WP RDOSP)	Industrial business
South	Light Industry	Heavy Industrial/ Manufacturing (M-2)	Multi-industrial businesses
East	Light Industry	Heavy Industrial/ Manufacturing (M-2)	Industrial business and storage yard
West	Rio Del Oro Specific Plan Wetland Preserve	Wetland Preserve Rio Del Oro Specific Plan (WP RDOSP)	Undeveloped site

Figure 3: Adjacent Zoning and Land Uses:



ANALYSIS:

GENERAL PLAN CONSISTENCY:

The proposed Rancho Cordova Storage project is located within the Light Industrial designation. Target uses for this area include limited industrial uses. The proposed project use is consistent with the General Plan designation.

ZONING CODE:

The project site is zoned Heavy/Manufacturing district (M-2). A wide range of industrial manufacturing and warehousing uses are permitted in this district. The M-2 district is generally located in areas of the city where it would not create a substantial impact on sensitive residential, commercial, or office uses. Where feasible, development in the M-2 district may require additional measures to reduce impacts to neighboring properties, such as increased setbacks, landscaping, and screening.

Allowed Uses:

The City of Rancho Cordova Municipal Code Table 23.316 states that Storage yards are permitted within the Heavy Industrial/Manufacturing zone (M-2) if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall. In addition, the use is required to be consistent with Chapter 23.728 "Outdoor display, sales, and storage which includes development standards.

23.728.020 Permit requirements and exemptions. The following outdoor activities shall be subject to the permit requirements listed herein:

- B. Permanent Outdoor Storage. Permanent outdoor storage is permitted as an incidental use to a principal use in all zoning designations, except for agricultural and residential zoning districts. If not part of the original development permit for the principal use, permanent outdoor storage may be permitted subject to a zoning certification, when consistent with the development standards of this chapter. A storage yard as a primary use maybe permitted subject to a minor design review, when consistent with the development standards of this chapter.

MINOR DESIGN REVIEW**Site Design**

The site is approximately 5.91 acres. The proposed recreational vehicle storage yard includes the following:

- Parking spaces for recreational vehicles and boats.
- Recreational vehicles can be on average 10 to 14 feet tall. The spaces are located along the northern property line and interior to the site.
- Drive aisles are on average 40 feet wide.
- One main entry is located at the corner of Quicksilver Drive and Security Park Drive and one emergency entry/exit is located in the northeast corner of the property along Security Park Drive.
- A 7 ½ foot high chain link fence with High Density Polyethylene (HDPE) plastic slats
- No buildings are proposed for the site.
- Landscaping located outside the fenced storage area.

Habitat Conservation Plan.

The City has adopted the South Sacramento Habitat Conservation Plan (SSHCP) in order to mitigate impacts on protected natural resources through a coordinated regional approach, which

provides a variety of biological and economic benefits. The project is within the boundaries of the SSHCP. The owner/applicant will pay the City a per-acre fee for impacts based upon the methodology established by the SSHCP. In addition, the site plan will be revised to meet the SSHCP requirements as follows:

- The applicant shall revise the site plan to provide a 55 foot wide buffer along the western property lines and wetland area, adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit.

Prior to issuance of the SSHCP permit by the City, the owner/applicant will obtain and have all necessary permits (federal, state, regional and/or local) to ensure compliance with the adopted SSHCP.

Outdoor Storage Development Standards

23.728.030(C) Standards for Outdoor Storage. The following development standards shall apply to all permanent and temporary outdoor storage activities:

1. Location. Outdoor storage may not be located within any required front or street side yard for the underlying zoning district within which the activity is located.
 - a. Outdoor storage yard may be located within 500 feet of residential uses if the storage area is designed in a manner that cannot be seen from any portion of the residential use, including multi-story buildings. This can be achieved by utilizing a combination of solid screening materials, mature or fast-growing landscaping and building placement. Compliance will be verified through a zoning certification for existing development or a design review for new developments.
2. Height Limitation. The height of stacked materials and goods shall be no greater than that of any building, wall, fence, or gate enclosing the storage area.
3. Screening. Screening of outdoor storage shall be consistent with RCMC 23.731.080(A)(7) (Outdoor Equipment, Storage, and Work Areas).

RCMC 23.731.080(A)(7) Outdoor Equipment, Storage, and Work Areas, states the following:

Outdoor Equipment, Storage, and Work Areas. Outdoor storage areas for materials other than plants shall be enclosed and screened from view from the public right-of-way and abutting property by a solid fence or wall a minimum of 6 feet in height. All gates provided for ingress and egress in any required fence or wall shall be at least 6 feet in height and shall be of view-obstructing construction.

23.104.040 REFERRALS TO COUNCIL

The director may refer any entitlement with limited discretion for which the director is the final approval authority to the council for action.

A. Referral. The director may refer any item to council for consideration. The director may refer an item with or without making a final determination or a recommendation for action.

B. Council Review. The council shall review the referred item at a noticed meeting and take one of the following actions:

1. Refer the item back to the director for review and final action. Referral back to the director does not preclude the item being appealed or being called up by council following final action.
2. Cause the item to be scheduled at the next regularly scheduled council meeting, allowing for public hearing notice.

Staff is requesting that City Council make a determination on the fencing material.

Proposed Storage Yard Screening:

The applicant is proposing the following screening instead of a solid fence or wall:

- A 7 1/2 foot high chain link fence with HDPE (plastic) slats with landscaping to screen the storage yard. The existing gates type are open view.
- A 25 foot wide landscaping that includes various shrubs and trees located outside the chain link fence along Security Park Drive and Quicksilver Drive.
- A 5 foot wide evergreen shrub, the landscaping plan shows Spartan Junipers, along the north and west property line (adjacent to the Rio Del Oro Wetland Preserve zoned property). However, through the South Sacramento Habitat Conservation Plan (SSHCP), native plants are required along the Preserve. A condition has been included to provide for a landscape screen and to consistent with the SSHCP requirements.

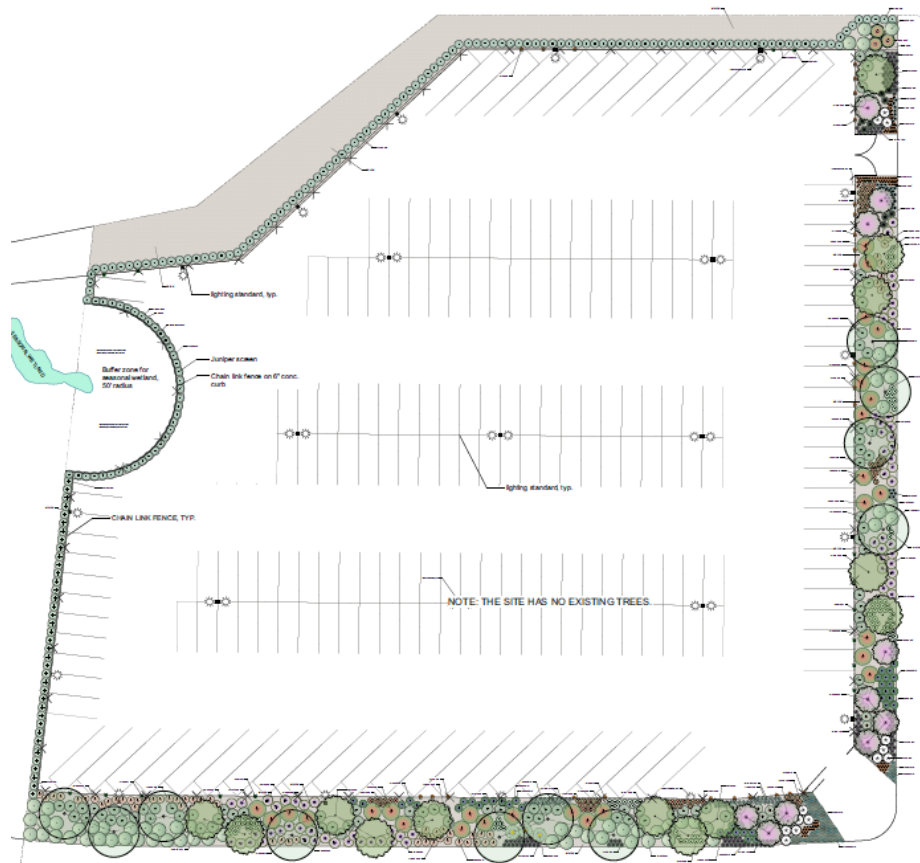
In addition, the applicant states the following reasons for the chain link fence and landscaping:

- That Security Park Drive is not a public right-of-way and therefore does not need to be screened with a solid fence or wall.
- The abutting properties to the north, south, and east are the same zoning district Heavy Industrial (M-2) and that the property to the west and a portion to the north are Wetland Preserve (WP RDOSP) zoning district or open space and therefore no development will occur and that;
- The landscaping and 7 1/2 foot chain link fence are adequate to screen the storage yard.

Landscape Plan:

The proposed landscape plan shows the storage yard screening. However, the landscape plan will need to be revised to accommodate the 55 foot buffer along the western property line adjacent to the Rio Del Oro Wetland Preserve which may include a revision to the type of landscaping along the buffer. **Figure 4: Proposed Landscape Plan.**

Figure 4: Proposed Landscape Plan



The applicant provided pictures of an outdoor recreational vehicle storage facility that includes a chain link fence and landscaping along the public right of way. The facility is located at 11277 Coloma Way. **Figure 5: Pictures of Landscaping/chain link fencing screening around Storage Yard.**

Figure 5: Pictures of Landscaping/chain link fencing screening around Storage Yard.

Along the public right-of-way



Inside the recreational vehicle storage yard



Minor Review Design Findings

In order to approve a Major Design Review, the Council must make the following findings for approval:

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

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan, Zoning Code, and Design Guidelines. The outdoor storage use includes Zoning Code development standards. The proposed project is consistent with the development standards except for the fencing material which has been referred to City Council for a determination.

- B. **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 project includes a 25 foot wide landscape buffer along the private roads and a 5 foot wide landscape buffer along the northern property line. A condition has been added to the project that the applicant shall revise the site plan to provide a 55 foot buffer along the western property lines and wetland area, adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit. The landscaping serves as screening for the storage yard area. The storage yard area will include an impervious surface (asphalt or concrete). No buildings are proposed for the site as the storage yard will be an unmanned operation.

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

Evidence: The proposed project does not include any buildings. Inside the fence area will be an impervious surface for recreational vehicle storage parking. A condition has been added to the project that the applicant shall revise the site plan to provide a 55 foot buffer along the western property lines and wetland area adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit. The proposed project includes landscaping located outside of the fenced yard and will serve as screening for the storage area. Lighting is provided within the storage area and is consistent with the lighting standards. The SSHCP permit will regulate the type of landscaping along the western property line, adjacent to the Rio Del Oro Preserve. Therefore, the landscaping and lighting are consistent with the design guidelines and landscaping standards. In addition, the landscaping along the street has been designed to integrate and compliment the surrounding area. The proposed storage yard is located at its closest point approximately 1,050 feet away from the closest residential zoning district.

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

Evidence: The proposed project will not affect current traffic flows or existing modes of transportation circulation. Security Park includes private roads. The proposed project includes two driveways to the existing roads.

RECOMMENDED MOTION

Staff recommends that the City Council take the following action:

- Find that the project is Exempt per Section 15183, consistent with the Community Plan, General Plan, or Zoning of the CEQA Guidelines; and
- Make a determination regarding the fencing material; and
- Approve the Resolution for Rancho Cordova Storage Minor Design Review

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. 500-foot radius map and property owner list

CITY OF RANCHO CORDOVA

CITY COUNCIL RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A MINOR DESIGN REVIEW FOR THE RANCHO
CORDOVA STORAGE PROJECT NO. DD9970**

WHEREAS, Darin Moore (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Minor Design Review approval for the Rancho Cordova Storage; and

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

WHEREAS, the project site is located within Security Park at 3836 Security Park Drive. The project site zoning district is Heavy Industrial/Manufacturing District (M-2). The proposed project is for an outdoor recreational vehicle storage facility on approximately 5.9-acre site and includes a fenced in storage yard. In connection, with the Minor Design Review, the Community Development Director is referring the project to City Council for action regarding the proposed chain link fencing surrounding the storage yard. The proposed project and immediate surrounding area would not result in any significant effects to the environment, and therefore was determined to be Exempt per California Environmental Quality Act Section 15183; Consistent with Community Plan, General Plan, and Zoning Code; and

WHEREAS, the project site is located within the boundaries of the South Sacramento Habitat Conservation Plan (SHCP). Prior to issuance of the SSHCP permit by the City, the owner/applicant will obtain and have all necessary permits (federal, state, regional and/or local) to ensure compliance with the adopted SSHCP; 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, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. The proposed project is exempt from CEQA under Guidelines Section 15183, Projects Consistent with a Community Plan or Zoning. The following evidence supports the CEQA exemption.
 - A. **Finding:** The project has been analyzed and is exempt per California Environmental Quality Act Guidelines Section 15183 "Consistent with the General Plan, and Replacement or Reconstruction."

Evidence: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, Projects Consistent with a Community Plan or Zoning. The proposed outdoor storage use is consistent with the Zoning District and there are no effects peculiar to the project or project site or substantial new information that would result in new or more severe adverse impacts. The project site is within the SSHCP and is required to obtain all necessary permits.

2. Approve the Design Review, subject to the Minor Design Review Package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.140.070:

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

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan, Zoning Code, and Design Guidelines. The outdoor storage use includes Zoning Code development standards. The proposed project is consistent with the development standards except for the fencing material which has been referred to City Council for a determination.

- B. **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 project includes a 25 foot wide landscape buffer along the private roads and a 5 foot wide landscape buffer along the northern property line. A condition has been added to the project that the applicant shall revise the site plan to provide a 55 foot wide buffer along the western property lines and wetland area, adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit. The landscaping serves as screening for the storage yard area. The storage yard area will include an impervious surface (asphalt or concrete). No buildings are proposed for the site as the storage yard will be an unmanned operation.

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

Evidence: The proposed project does not include any buildings. Inside the fence area will be an impervious surface for recreational vehicle storage parking. A condition has been added to the project that the applicant shall revise the site plan to provide a 55 foot wide buffer along the western property lines and wetland area, adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit. The proposed project includes landscaping located outside of the fenced yard and will serve as screening for the storage area. Lighting is provided within the storage area and is consistent with the lighting standards. The SSHCP permit will regulate the type of landscaping along the western property line, adjacent to the Rio Del Oro Preserve. Therefore, the landscaping and lighting are consistent with the design guidelines and landscaping standards. In addition, the landscaping along the street has been designed to integrate and compliment the surrounding area. The proposed storage yard is located at its closest point approximately 1,050 feet away from the closest residential zoning district.

ITEM 17.1.

ATTACHMENT 1

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

Evidence: The proposed project will not affect current traffic flows or existing modes of transportation circulation. Security Park includes private roads. The proposed project includes two driveways to the existing roads.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of October 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CA

for

DARIN MOORE ENTERPRISES

ABBREVIATIONS			
I	AND	INFO	INFORMATION
O	DIAMETER	INSUL	INSULATION
#	NUMBER	INT	INTERIOR
A.B.	ANCHOR BOLT	JT	JOINT
A.C.	ACCESSIBLE, ACCESSIBILITY	LAV	LAVATORY
A.C.	ASPHALTIC PAVING	LB	FOUND
AGG	AGGREGATE	L	LONG
ALUM	ALUMINUM	MAX	MAXIMUM
APPROX	APPROXIMATE	M.B.M.	METAL BUILDING MANUFACTURER
ARCH'L	ARCHITECTURAL	MECH	MECHANICAL
BD	BOARD	MEZ	MEZZANINE
BTW	BETWEEN	MFG	MANUFACTURING
BLDG	BUILDING	MFR	MANUFACTURER
BLK	BLOCK	MIN	MINIMUM
BOT	BOTTOM	MISC	MISCELLANEOUS
C	CAMBER	MTL	METAL
CAB	CABINET	(N)	NEW
CANT	CANTILEVER	N.G.	NOT IN CONTRACT
C.B.	CARRIAGE BOLT	N.T.S.	NOT TO SCALE
C.I.	CAST IRON	O.C.	ON CENTER
CIR	CIRCLE	O.D.	OUTSIDE DIAMETER, OUTSIDE DIMENSION
CL	CENTERLINE	O.H.	OPPOSITE HAND
CLS	CEILING	OH	OVERHEAD
CLR	CLEAR	OPNG	OPENING
C.M.U.	CONCRETE MASONRY UNIT	PL	PLATE, PROPERTY LINE
COL	COLUMN	P. LAM.	PLASTIC LAMINATE
CONC	CONCRETE	P.L.F.	POUNDS PER LINEAR FOOT
CONN	CONNECTION	PLYWD	PLYWOOD
CONST	CONSTRUCTION	PR	PREPARED
CONT	CONTINUOUS	PREFAB	PREFABRICATED
COORD	COORDINATE	PROJ	PROJECTION
CSK	COUNTERSINK, COUNTERSUNK	P.S.F.	POUNDS PER SQUARE FOOT
CTR	CENTER	P.S.I.	POUNDS PER SQUARE INCH
DBL	DOUBLE	P.T.	PRESSURE TREATED
DTL	DETAIL	P.T.D.F.	PRESSURE TREATED DOUGLAS FIR
D.F.	DRINKING FOUNTAIN, DOUGLAS FIR	R	RADIUS
D.I.	DRAINAGE INLET	REFR	REFRIGERATOR
DIAG	DIAGONAL	REINF	REINFORCED
DM	DIMENSION	REQD	REQUIRED
DS	DOWNSPOUT	RET	RETAINING
DWG	DRAWING	RM	ROOM
(E)	EXISTING	S.B.C.	STANDARD BUILDING CODE
EA	EACH	SCHED	SCHEDULE
E.S.F.R.	EARLY SUPPRESSION FAST RESPONSE	SECT	SECTION
ELEV	ELEVATION	S.F.	SQUARE FOOT
ELEC	ELECTRIC, ELECTRICAL	SHT	SHEET
EMBED	EMBEDMENT	SIM	SIMILAR
E.M.T.	ELECTRICAL METALLIC TUBING	SIMP	SIMPSON
EN	END NAILING	S.M.S.	SHEET METAL SCREW
E.N.	EQUAL	SPEC	SPECIFICATION
EQUIP	EQUIPMENT	SQ	SQUARE
EXP	EXPANSION	S.S.	STAINLESS STEEL
EXT	EXTERIOR	STD	STANDARD
F.D.	FLOOR DRAIN	SHTS	SHEATHING
FND	FOUNDATION	STRUCT	STRUCTURAL
F.F.	FINISH FLOOR	SUSP	SUSPENDED
FIN	FINISH	T	TEMPERED
FLR	FLOOR	TELE	TELEPHONE
FO	FACE OF	THK	THICK
F.R.P.	FIBERGLASS REINFORCED PANEL	THRU	THROUGH
FT	FOOT, FEET	T.O.	TOP OF
FTG	FOOTING	T.S.	TUBE STEEL
GA	GAUGE	TYP	TYPICAL
GALV	GALVANIZED	U.B.C.	UNIFORM BUILDING CODE
G.L.B.	GLUE LAMINATED BEAM	U.O.	UNLESS NOTED OTHERWISE
G.S.M.	GALVANIZED SHEET METAL	UNREINF	UNREINFORCED
GYP	GYPSON	VERT	VERTICAL
H	HIGH	W	WIDE, WIDE FLANGE
H.M.	HOLLOW METAL	W	WITH
HORIZ	HORIZONTAL	WOOD	WOOD
HT	HEIGHT	W.H.	WATER HEATER
H.S.	HIGH STRENGTH	W.W.F.	WELDED WIRE FABRIC
I.D.	INSIDE DIAMETER		

DEFERRED SUBMITTALS

SYMBOLS	
	GRID
	DETAIL
	DETAIL
	BUILDING SECTION
	REVISIONS
	WINDOW SYMBOL
	DOOR SYMBOL
	INTERIOR ELEVATION
	KEY NOTE
	WALL TYPE
	GYPSTUM BOARD CEILING
	2 x 4 CEILING GRID
	2 x 2 CEILING GRID
	HVAC SUPPLY DIFFUSER
	HVAC RETURN DIFFUSER
	2 x 4 LAY-IN FLUORESCENT LIGHT FIXTURE
	2 x 2 LAY-IN FLUORESCENT LIGHT FIXTURE
	SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE

LIST OF DRAWINGS	
T.I.	TITLE SHEET
CIVIL	
TOPOGRAPHY EXHIBIT	
ARCHITECTURAL	
A.I.	PROPOSED SITE PLAN
A3.	EXTERIOR ELEVATIONS
COLORED ELEVATIONS	
ELECTRICAL	
E2.	ELECTRICAL SITE PLAN
LANDSCAPE	
L1	SITE PLAN
L2	IRRIGATION LEGENDS, STATION KEY, TREE IRRIGATION PLAN
L3	IRRIGATION PLAN EAST AND WEST
L4	IRRIGATION PLAN NORTH & SOUTH
L5	IRRIGATION PLAN NORTHWEST, WATER BUDGET, HYDROZONES
L6	IRRIGATION DETAILS
L7	PLANTING PLAN EAST AND WEST
L8	PLANTING PLAN NORTH AND SOUTH
L9	PLANT LEGEND, PLANTING PLAN NORTHWEST, PLANTING DETAILS

PROJECT DATA	
PROPERTY OWNER:	DARIN MOORE ENTERPRISES
OWNER ADDRESS:	3450 RECYCLE ROAD RANCHO CORDOVA, CA (916) 638-5355
PHONE NUMBER:	
JURISDICTION:	CITY OF RANCHO CORDOVA, CA
BUILDING CODE:	2019 CBC, CRC, CALGREEN CODE, CMC, CEG, CFC (BASED ON THE 2009 IBC, 2009 CRC, 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2009 UMC, 2009 UPC AND 2009 NEC), AND 2010 ENERGY STANDARDS, AS AMENDED BY STATE OF CALIFORNIA LOCAL JURISDICTION APPLICABLE TO THIS PROJECT.
PARCEL NUMBER:	012-0540-002-0000 & 012-0540-003-0000
PARCEL AREA:	012-0540-002-0000 150,550 S.F.± (3.64 ACRES±) 012-0540-003-0000 90,881 S.F.± (2.21 ACRES±)
ZONING:	M-2 - HEAVY INDUSTRIAL
REQUIRED SETBACKS:	
FRONT:	25'
SIDE & REAR:	0'
COVERAGE:	10.6%
OCCUPANCY TYPE:	GROUP U - UTILITY AND MISCELLANEOUS
CURRENT GENERAL PLAN MAP DESIGNATION:	LI
PROPOSED GENERAL PLAN MAP DESIGNATION:	NOT PROPOSING CHANGE
VICINITY MAP	

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ARCHITECTURE
+
ENGINEERING

9806 Old Winery Place, Suite 1
Sacramento, California 95827
Tel 916.854.9901 Fax 916.854.9840

Consultants

DESIGN REVIEW

04/10/2020

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

Project

No.	Revision	Date

Client

DARIN MOORE ENTERPRISES

RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

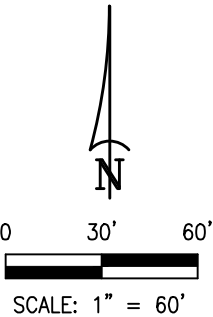
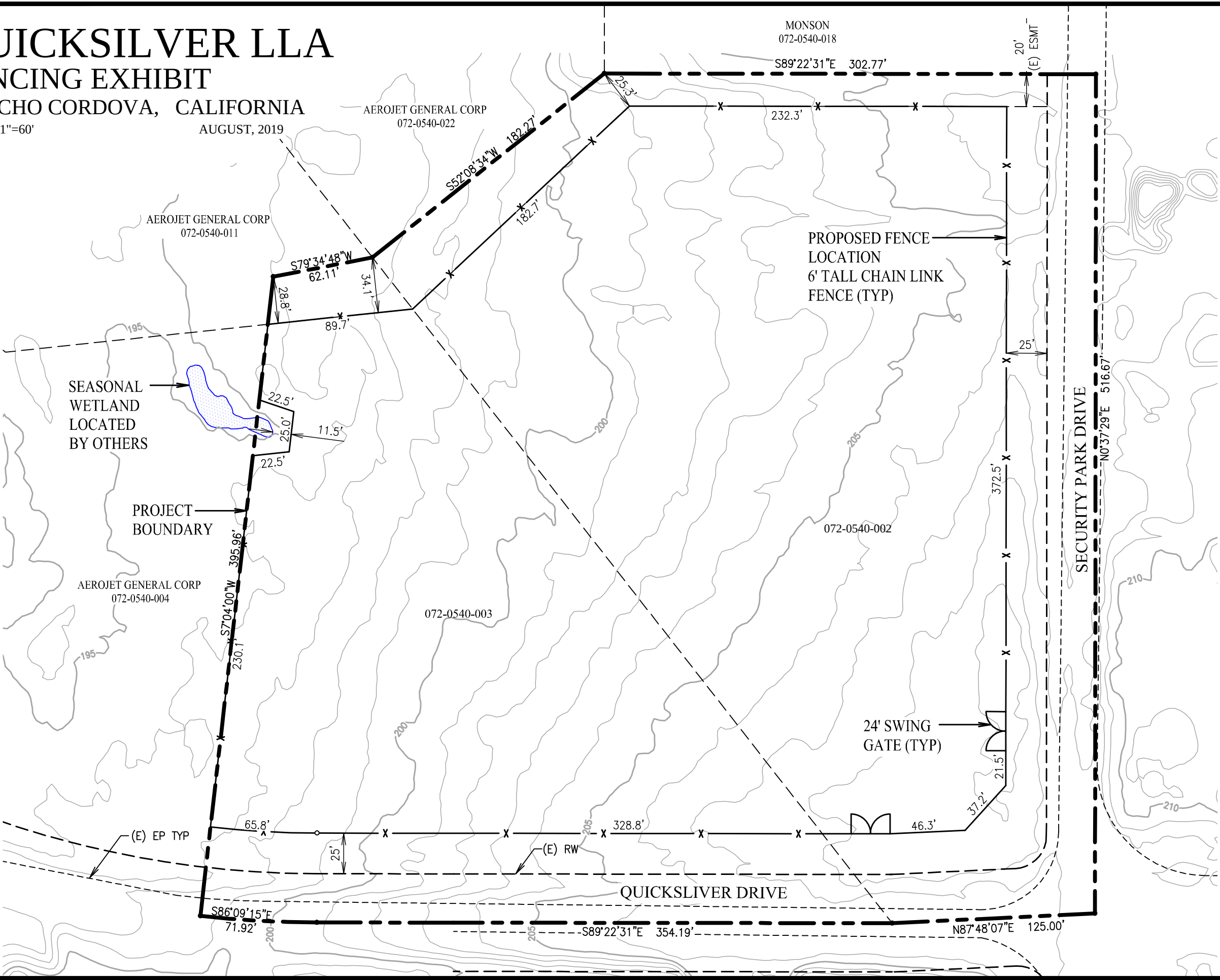
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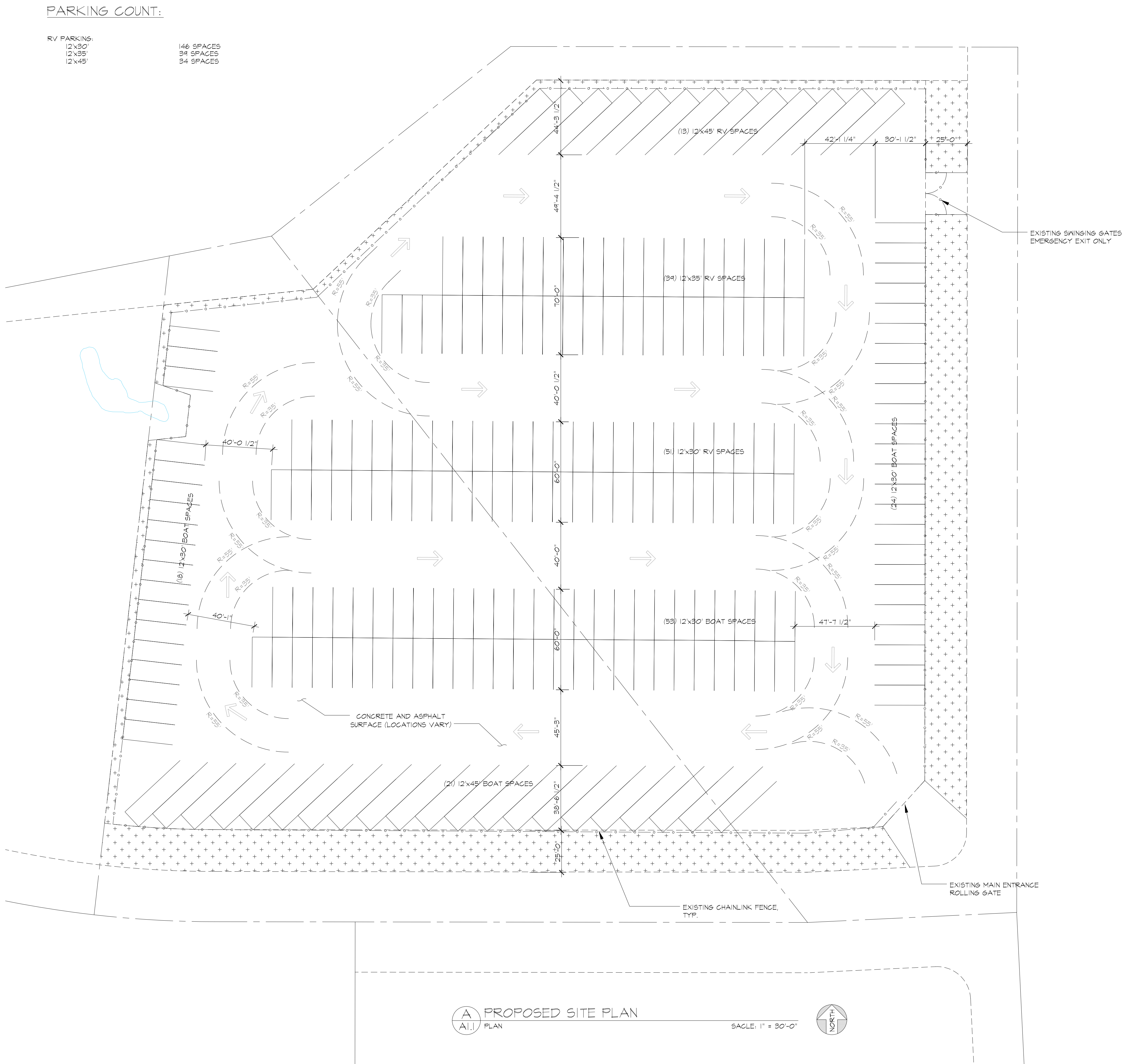
Date	Project No.
00/00/2020	D16-3936
Drawn By	Sheet No.
LES	
Checked By	T1.1
RAH	

QUICKSILVER LLA FENCING EXHIBIT

RANCHO CORDOVA, CALIFORNIA

SCALE: 1"=60' AUGUST, 2019





PROPOSED SITE PLAN
A1.1 PLAN
SCALE: 1" = 30'-0"

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DESIGN REVIEW

04/10/2020

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

Project

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DARIN MOORE
ENTERPRISES

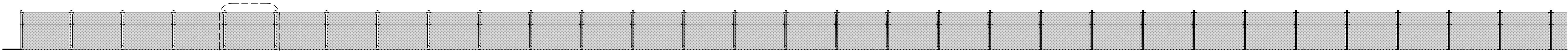
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CALIFORNIA
PH 916 826 5724
FX 916 635 6410

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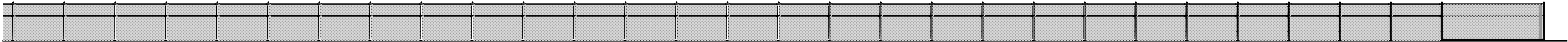
PROPOSED
SITE PLAN

Date	Project No.
00/00/2020	D16-3936
Drawn By	Sheet No.
LES	
Checked By	
RAH	

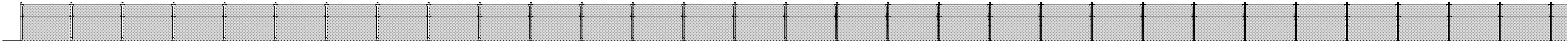
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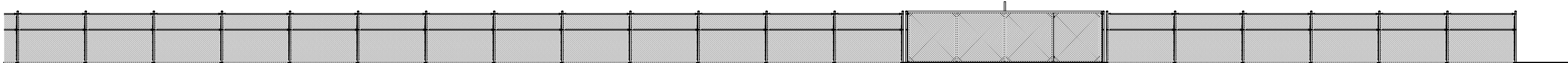
A PARTIAL SOUTH ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



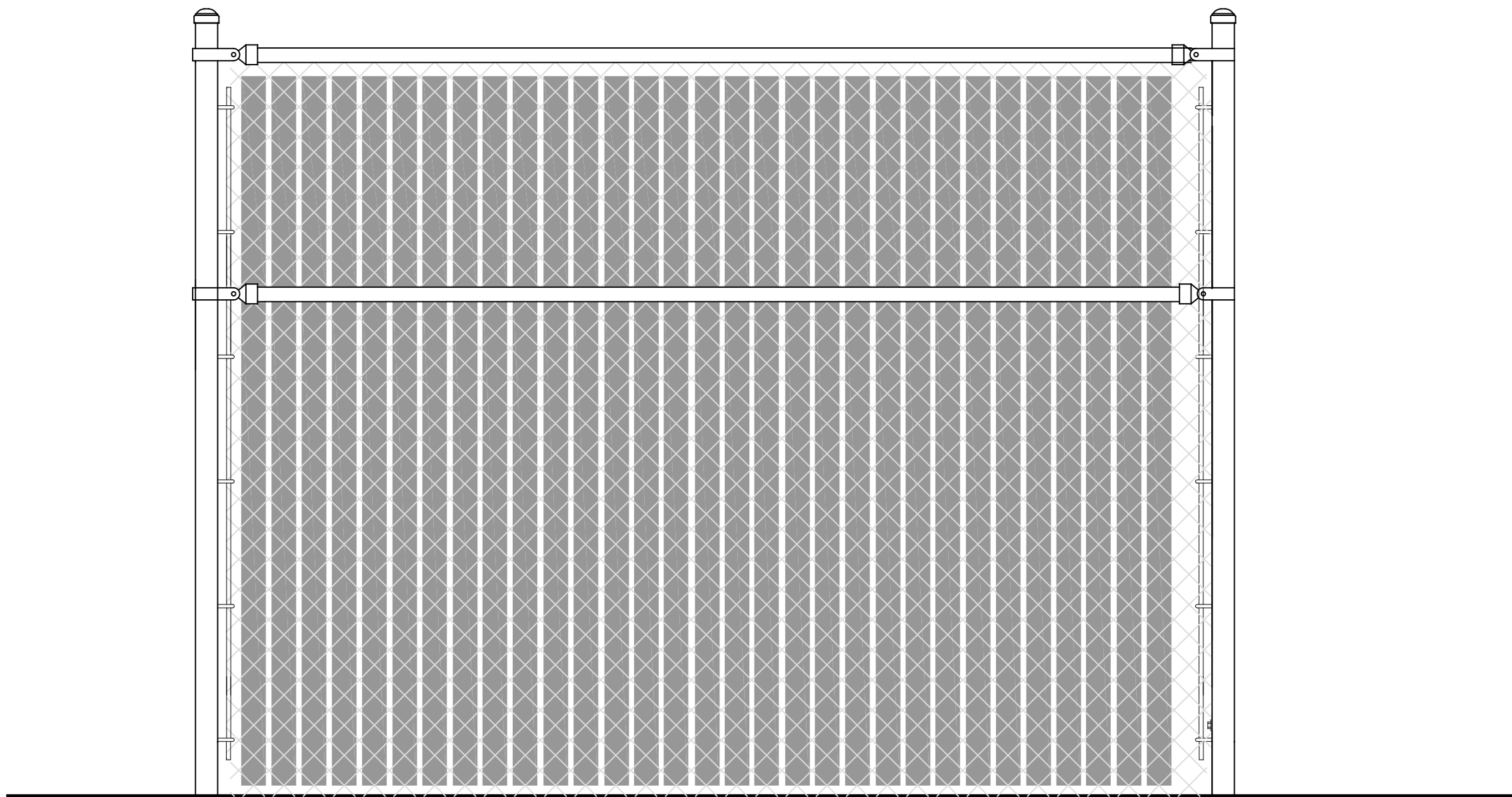
B PARTIAL SOUTH ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



C PARTIAL EAST ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



D PARTIAL EAST ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



E ENLARGED ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1"=1'-0"

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DESIGN REVIEW
04/10/2020

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE
ENTERPRISES

RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

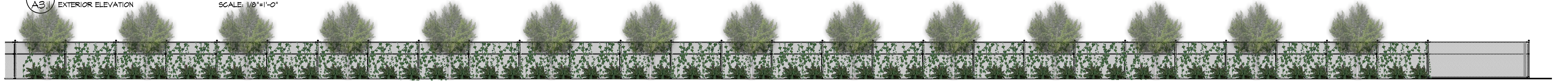
EXTERIOR
ELEVATIONS

Date	Project No.
00/00/2020	D16-3936
Drawn By	Sheet No.
LES	A3.1
Checked By	
RAH	



E
A3.1

A PARTIAL SOUTH ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



B PARTIAL SOUTH ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



C PARTIAL EAST ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



D PARTIAL EAST ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1/8"=1'-0"



E ENLARGED ELEVATION
A3.1 EXTERIOR ELEVATION SCALE: 1"=1'-0"

DDM DEVELOPMENT

Rancho Cordova, CA
T (916) 826 5724, F (916) 635 6410

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE, RANCHO CORDOVA, CA

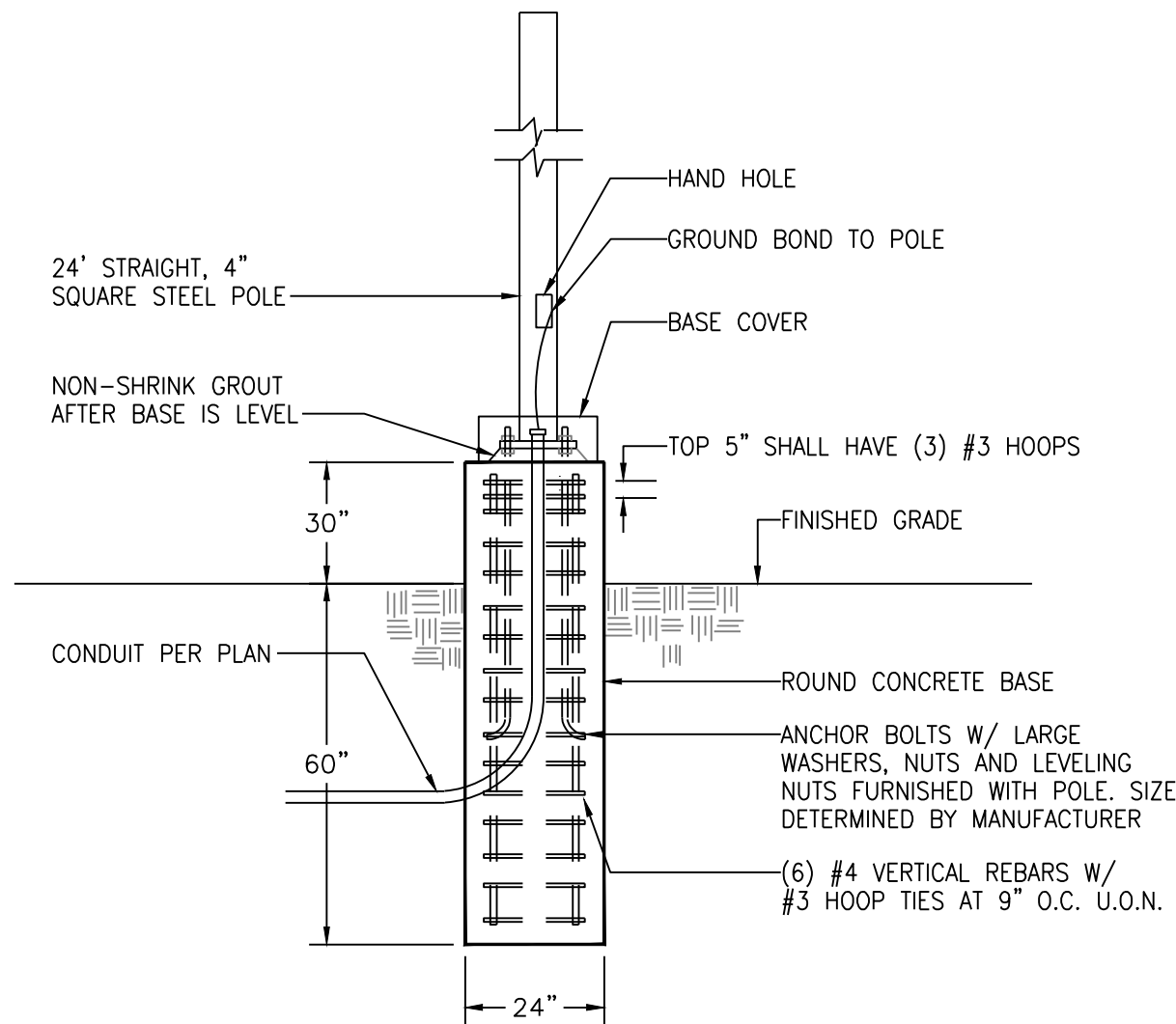
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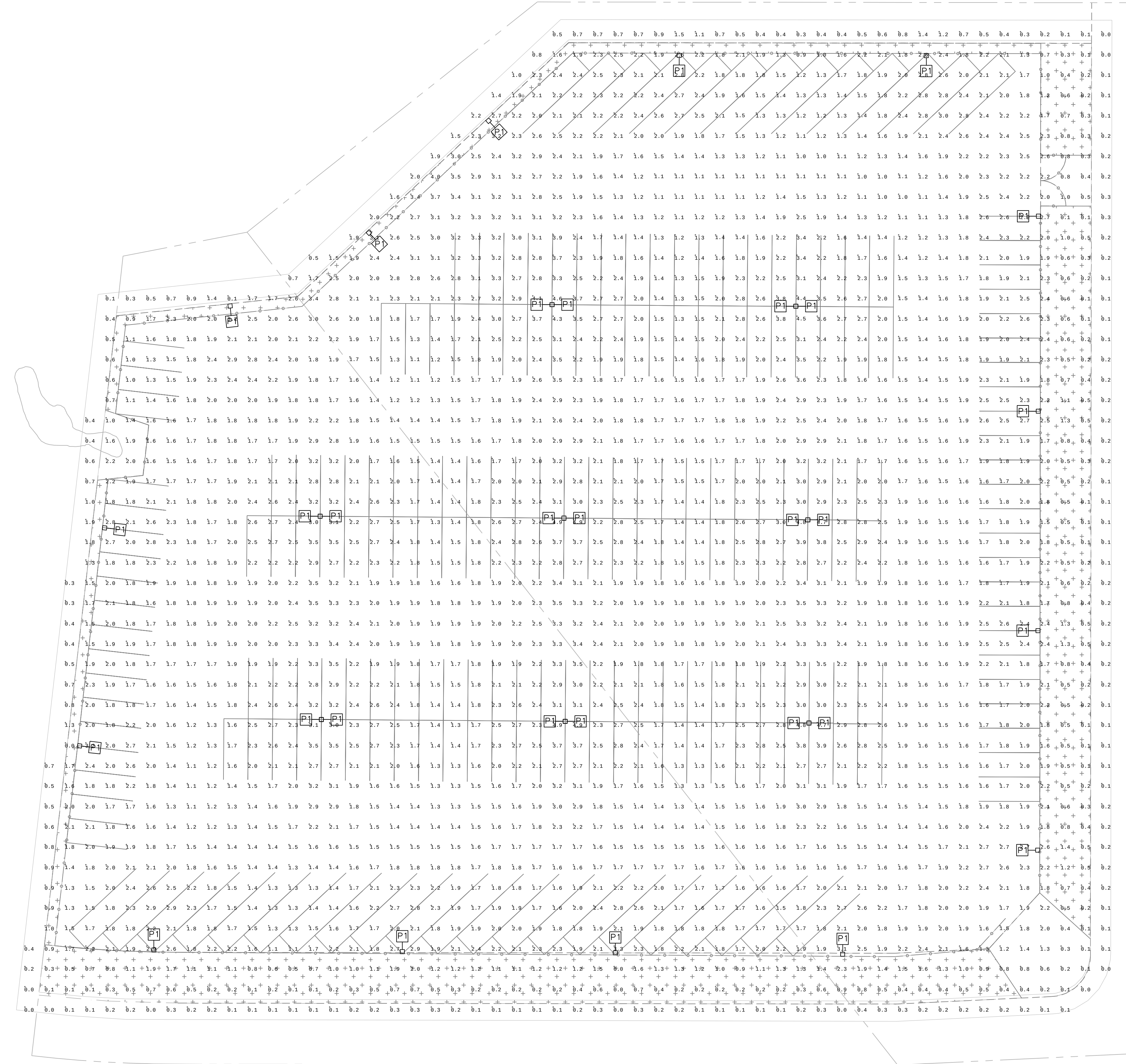
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Sacramento, California 95827
Tel 916.854.9901 Fax 916.854.9840
D16-3936 03/06/2020 - LES

STATISTICS					
DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN
CALC ZONE #1	+	1.78 FC	4.9 FC	0.0 FC	N/A
					N/A

FIXTURE SCHEDULE						
TYPE	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP	INPUT VOLT-AMP	REMARKS
P1	STREETWORKS	GAA-AF-03-LED-U-T4W-AP-7050	120-277	LED	166	POLE @ 24'
						TYPE 4W FIXTURE, 70 CRI, 5000K, GREY FINISH



POLE BASE DETAIL
SCALE: NTS



ELECTRICAL SITE PLAN
SCALE: 1" = 30'

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Consultants

Pittman
ENGINEERING

1050 Opportunity Drive, Suite 120
Roseville, CA 95678
www.pittmaneng.com
9 1 6 . 7 8 9 . 7 1 8 1

REGISTERED PROFESSIONAL ENGINEER
ROBERT D. PITTMAN
NO. 16643
EXPIRES 6-30-2022
ELECTRICAL
STATE OF CALIFORNIA
Signed on 8/18/2020

RANCHO CORDOVA
STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No. Revision Date

Client

DARIN MOORE
ENTERPRISES

RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

ELECTRICAL
SITE PLAN

Date
3/17/2020

Project No.
20125

Drawn By
ED

Sheet No.

Checked By
RP

E2.1

Page 180 of 218

GENERAL NOTES

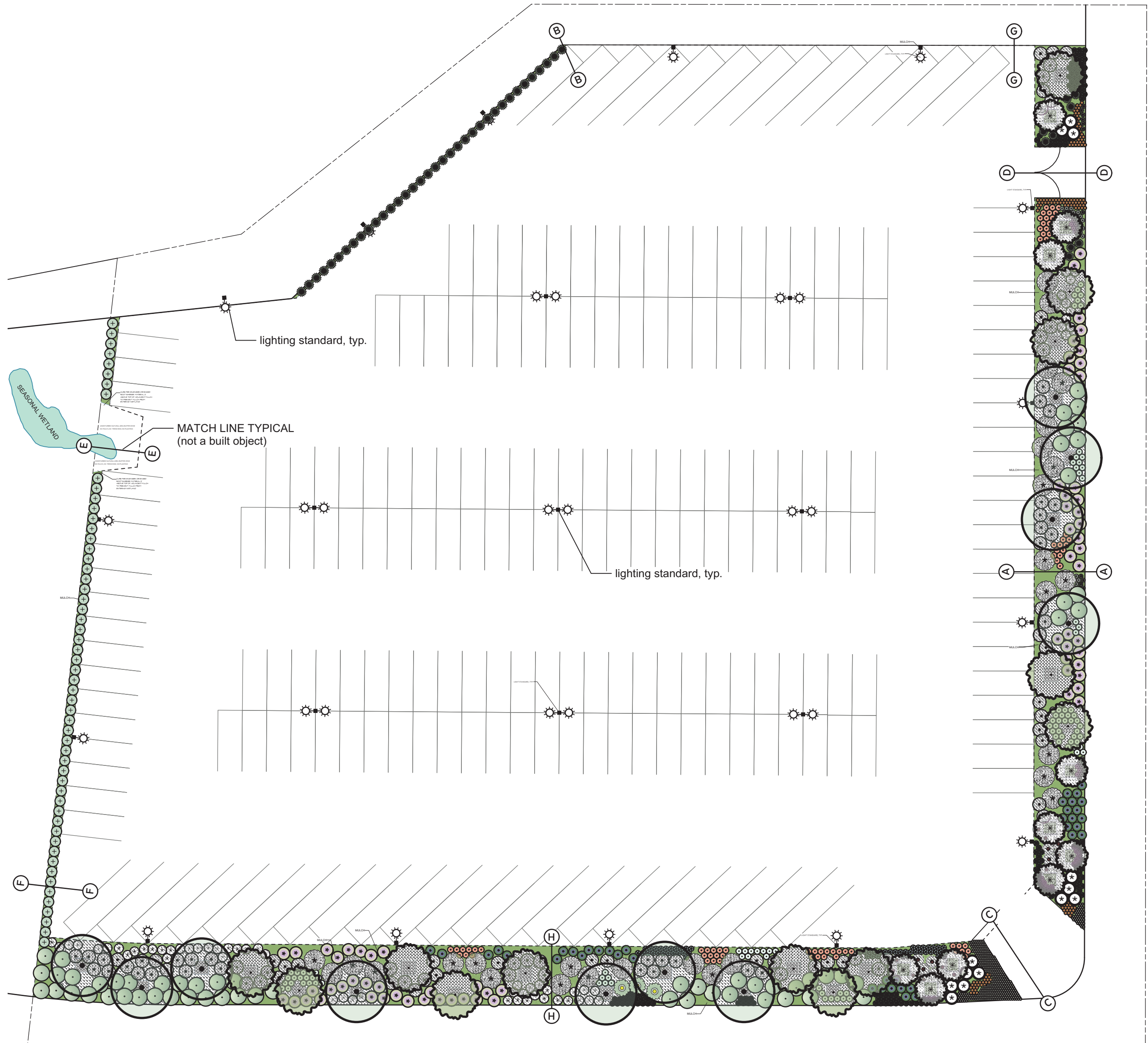
1. INSTALLERS. All work shall be performed by qualified, experienced professionals in their respective fields.
2. MATERIALS. All materials shall be new unless specified otherwise.
3. WORKMANSHIP. All work shall be performed in a workmanlike manner, all verticals shall be plumb and true. The tops of all walls and fences shall be horizontal along the long axis.
4. GRADING. Ensure that there is sufficient fall for water to flow at 1/2% min. inside drain lines. If fall is not sufficient, install powered sump with float valve in vault, as directed by Owner. Grade all planting areas a minimum of 2% towards drains, swales or catch basins.
No water shall drain onto adjacent properties.
5. SURFACE / AREA DRAINS. Adjust or add drains to ensure proper drainage with no ponding or puddling. Install area drains in all planting areas surrounded by walls or paving. Install flush mounted surface drains under large pots in paved areas.
6. CONCRETE SLOPE. Grade all concrete at 1-1/2% minimum slope, all stone and stamped concrete at 2% minimum.
7. CLEAN UP. Clean up site at the end of each work day. Cover all trenches not being worked in with plywood of sufficient strength to support a person's weight with a minimum of sagging.
8. CODES, ORDINANCES, COVENANTS & RESTRICTIONS. The Contractor shall ensure that all work conforms to all codes, ordinances, covenants, restrictions and any related building requirements. Contractor shall verify information prior to starting work. Contractor shall obtain permits for all work requiring them.
9. EXPANSION & CONTROL JOINTS. Contractor shall install expansion joints wherever concrete flatwork abuts any solid vertical surface, to include but not limited to walls, steps, bond beams, and raised footings. Expansion joints shall also be installed at intervals of 10'-0" on center, each way in all concrete flatwork. Contractor shall install control (score) joints at 10'-0" o.c. max. or spacing equal to width of pathways.
10. FINISH & COLOR SAMPLES. Contractor shall provide Owner with color swatches or samples of all proposed materials and finishes for Owner's approval prior to their installation or application.
11. SHOP DRAWINGS. Contractor shall prepare complete shop drawings of all proposed structures for which no detail exists in the construction set, for written approval prior to construction. Typical items include, but are not limited to the following: decks, shade structures, trellises, etc.
12. PRODUCT INSTALLATION. All materials shall be installed as recommended by their respective manufacturers or as directed by a licensed engineer.

13. DAMAGE TO EXISTING. The contractor is responsible for repairing any damage done to any new or existing property during the course of construction, including but not limited to drainage, utilities, pavement, striping curbs, electrical systems, irrigation equipment, plant materials. The Contractor shall bear all costs associated with said repair, including but not limited to redesign, testing, re-permitting, purchasing replacements, installation fees, delivery fees and any consultant fees. The repair of any such new or existing construction or property must restore such construction or property to its condition before the damage occurred. All repairs shall be in conformance with applicable codes, rules, laws, regulations, statutory requirements.
Contractor shall immediately document said damage and notify the owner and the construction manager prior to the start of construction. In the event that said damage involves discharge of gas, water or other substances, it shall immediately be capped in a safe manner and clearly marked. All damage to electrical features shall be rendered safe and clearly marked.

EXISTING INFRASTRUCTURE

VERIFY ALL INFORMATION WITH CIVIL ENGINEER.

- OVERHEAD ELECTRICAL WIRES**
No overhead electrical wires exist on site that would be in conflict with proposed tree planting.
- ELECTRICAL UTILITIES**
Refer to electrical plans for wiring position. Proposed lighting does not conflict with proposed trees.
- UNDERGROUND UTILITIES**
The site does not have any underground utilities (sewer, storm drains). Refer to civil engineer's drawings for drainage and grading.
- WATER LINES**
All water lines on the site are for irrigation; there are no other facilities using water, and no existing water lines pass under the site.
- ALL INFORMATION BASED ON VISUAL INSPECTIONS BY THE ENGINEERS, THE ELECTRICAL PLAN AND THESE PLANS (FOR WATER LINES)
- IF UTILITIES ARE DISCOVERED DURING CONSTRUCTION, REFER TO NOTE 13, GENERAL NOTES, THIS SHEET.



PROPOSED LANDSCAPE - SITE PLAN
Scale: 1" = 40'-0"

NOTE: THE SITE HAS NO EXISTING TREES.

PLANTING NOTES

1. PLANT IDENTIFICATION. All nursery stock shall be clearly labeled as to genus and species (and variety, if applicable).
2. PLANT QUALITY. Plants shall be in healthy condition, not root bound, free of injury, pests and diseases. Planting soil shall be moist at time of planting. Refer to root detail for further information on plant acceptability.
- All plants shall meet or exceed the American National Standards for Nursery Stock, ANSI Z60.1-2014 (2014 or later).**
3. FERTILIZER & AMENDMENTS. The contractor shall obtain a soils report representative of site soils prior to start of work. All fertilizer and soil amendments shall be based on said report.
4. CARE. All plant materials shall be immediately watered in upon planting.
5. TREE STAKING. Remove support/transport stakes from all trees once they have been staked properly on the job site. Refer to tree planting detail.
6. SPECIALTY PLANTS. For specialty plant installation, refer to nursery recommendations. Specialty plants include, but are not limited to: bamboos, multi-trunk Japanese maples, specimen cacti & succulents.
7. QUANTITIES. Contractor shall verify all plant quantities prior to starting work, according to built site conditions. Verify that quantities and varieties shown on legend correspond to symbols and callouts shown on plan.
8. PRUNING. Owner shall retain the services of a certified arborist to remove all dead, damaged and diseased branches from existing trees, as noted in the existing tree legend.

9. DEFENSIBLE SPACE. Non-irrigated natural spaces shall be maintained on a regular basis to prevent fuel volume buildup.
10. PRE-EMERGENT WEED CONTROL. Contractor shall apply pre-emergent herbicide per manufacturer's instructions in all landscape areas prior to planting.
11. ROOT BARRIERS. Contractor shall install root barriers in all planters where trees are planted within 10' of pavement.
- IF CHANGES ARE MADE TO HARDSCAPE THAT AFFECT PLANTING AREA SIZE, RECALCULATE QUANTITY OF PLANTS NEEDED AND IMMEDIATELY INFORM OWNER.**

SHEET INDEX

SHT	DESCRIPTION
L1	SITE PLAN
L2	TREE IRRIGATION PLAN, IRRIGATION LEGEND, STATION KEY
L3	IRRIGATION PLAN EAST AND WEST
L4	IRRIGATION PLAN NORTH AND SOUTH
L5	IRRIGATION PLAN NW, CA WATER BUDGET, HYDROZONES
L6	IRRIGATION DETAILS
L7	PLANTING PLAN EAST AND WEST
L8	PLANTING PLAN NORTH AND SOUTH
L9	PLANTING PLAN NW, PLANT LEGEND, PLANTING DETAILS

I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan.

Mike Heacox, California landscape architect 4437

Date

List of Abbreviations

A/C	Air Conditioning
ADJ	Adjustable
BW	Bottom of Wall
BS	Bottom of Step
CJ	Cold Joint
CL	Center Line
clr	clear
CONC.	Concrete
cmu	concrete masonry unit (conc. block)
cy	cubic yard(s)
df	douglas fir
dia	diameter
DN	Down
EA	each
EJ	Expansion Joint
EX	Existing
FOW	face of wall
FFE	Finish Floor Elevation
FG	Finish grade
FIPT	Female Iron Pipe Thread (for PVC, too)
FL	Flow Line
FS	Finish Surface
FTG	footing
GPM	Gallons Per Minute
LF	linear feet
MAX	Maximum
MFR	Manufacturer
MIN	Minimum
MIPT	Male Iron Pipe Thread
N/A	Not Applicable
NIC	Not in Contract
N.T.S.	Not To Scale
O.C.	On Center
OD	Outer Diameter
OHE	Overhead Electric (utility wires)
P.A.	Planting Area
PCS	Pieces
POC	Point of Connection
PR	Precipitation Rate (politically correct)
PSI	Pounds per Square Inch
PUE	Public Utility Easement
R	Radius
req'd	required
rtwd	redwood
SAS	Surfaced Four Sides
SHT	Sheet
SIM.	Similar
sf	square feet
spc	spacing
ST	Station
std	standard
tc	top of curb
TS	Top of Step
TW	Top of Wall
TYP.	Typical
UFW	Underground feeder wire
UL	Underwriters labs
V	Volt
W	watt
wd	wood
W/	With
(x)	Existing
yd	yard(s)

IRRIGATION NOTES

- GENERAL**
This plan is schematic. Lines and valves are shown for clarity, and do not represent actual installation location. Determine best location on site.
Install all piping and equipment in landscape areas.
Irrigation equipment shall not be installed in, nor run under any structure (except the controller and associated wiring).
- All equipment installations shall conform to local codes & regulations in effect at time of installation.**
- REMOTE CONTROL VALVES**
Each valve shall be permanently labeled with the station number.
Mark each valve box in a permanent manner so that it can be found in case it is covered by mulch or plants.
- This system uses two wire decoders to operate valves for easier maintenance and to reduce the amount of copper used on site. Contractor shall ensure that decoders and controller are compatible (specifications may have changed since these plans were prepared). Use latest model if manufacturer updated equipment.
- CONTROLLER**
Contractor shall prepare a diagram showing station numbers and the areas they water and permanently affix this to the inside of the controller enclosure. In the event that the controller is placed indoors, this chart shall be permanently affixed to a wall adjacent to the controller.
Controller shall have weather and flow sensing capability built-in.
- Contractor shall determine decoder type (1 or 2 station) according to valve placement on site.
- QUICK COUPLERS**
Provide three (3) keys
Contractor shall instruct staff on the location and operation of quick coupler valves.
- GATE VALVES**
Use gate valves to isolate system valves for repair without complete system shutdown.
- DRIP LINE**
All inline drip line shall be installed on top of soil, underneath mulch.
All lines shall be pinned per manufacturer's recommendation. Do not trench under oaks.
- HEADS**
All pop-up irrigation heads shall be perpendicular to their surrounding slope.
All pop-up bodies shall be equipped with check valves and pressure reducers.
Do not mix different head types on the same valve (i.e. bubblers, rotors, spray, drip)
- PIPE**
Main lines shall be PVC schedule 40.
Lateral lines shall be PVC schedule 40.
Risers shall be PVC schedule 80 or galvanized
All laterals shall be 3/4" or larger diameter. No 1/2" PVC shall be used.
All main line shall have tracer tape in the trench over the pipe.
- CONTROL WIRE**
This is a two wire / decoder based system. Color code common and control wires.
- AS-BUILTS**
Contractor shall prepare as-built drawings indicating exact position of all underground pipes, control wires and sleeves.
- SLEEVES UNDER PAVING**
All piping & control wire under paved areas shall be installed in sleeves a minimum of two pipe sizes larger than the pipes they contain. Wire shall be installed in 1-1/4" minimum pipe. Piping and control wire shall be installed in separate sleeves.
No wire splices shall occur inside sleeves.

CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) 811, WITH A MINIMUM OF FIVE WORKING DAYS PRIOR TO ANY EXCAVATION (800-227-2600) TO LOCATE UNDERGROUND UTILITIES.

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Tel 916.854.9901 Fax 916.854.9840

Consultants

LICENSED LANDSCAPE ARCHITECT
MICHAEL HEACOX
STATE OF CALIFORNIA
EXP 7/22

Luciole Design Inc.
916.972.1809 | design@lucioledesign.com

8/14/20
PC Storage 3836 R3.vwx

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date
Client	DARIN MOORE ENTERPRISES	
	RANCHO CORDOVA CALIFORNIA PH 916 826 5724 FX 916 635 6410	
Sheet Title	SITE PLAN	
Date	Project No.	
AUG 14, 2020	D16-3936	
Drawn By MH	Sheet No.	L1
Checked By AH		

IRRIGATION STATION KEY

STA	Type	H-zone	H2O	Planting	GPM	AREA SF	PR*
A	Drip	SHRUBS	L	Shrubs	13.8	1415	0.94 in/hr
B	Drip	SHRUBS	L	Shrubs	16.8	1878	0.86 in/hr
C	Drip	SHRUBS	L	Shrubs	18.2	2199	0.80 in/hr
D	Drip	SHRUBS	L	Shrubs	15.6	1847	0.81 in/hr
E	Drip	SHRUBS	L	Shrubs	15.8	1642	0.93 in/hr
F	Drip	SHRUBS	L	Shrubs	16.0	1684	0.91 in/hr
G	Drip	SHRUBS	L	Shrubs	17.5	1891	0.89 in/hr
H	Drip	SHRUBS	L	Shrubs	14.6	1452	0.97 in/hr
J	Drip	SHRUBS	L	Shrubs	16.0	1598	0.96 in/hr
K	Drip	SHRUBS	L	Shrubs	17.0	1629	1.00 in/hr
L	Drip	SHRUBS	L	Shrubs	16.3	1656	0.95 in/hr
M	Drip	SHRUBS	L	Shrubs	15.5	1633	0.92 in/hr
N	Drip	SHRUBS	L	Shrubs	11.1	1095	0.97 in/hr
P	Drip	SHRUBS	L	Shrubs	1.8	274	0.63 in/hr
R	NOT USED						
T1	Trees	TREES	L	Trees	5.0	882	0.54 in/hr
T2	Trees	TREES	L	Trees	4.4	833	0.51 in/hr

VALVES

Symbol	Description	MFR	Model	Note	Detail
✕	Master control valve	Irritrol	700 series	Normally closed	Mv, L6
	Drip zone kit / Hunter EZ-1 decoder	Irritrol/Hunter	700 DK / EZ1	drip zone kit, decoder	Dd, L6
	Gate Valve	Nilco	T-113 K	Or equal. Line size	E L6
	Quick coupling valve	Rainbird	33 DRG	3/4". Provide three (3) keys.	F L6

Note: symbol size may vary by sheet scale



SEE SHEET L6 FOR IRRIGATION DETAILS,
SHT L5 FOR WATER BUDGET & HYDROZONES

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Consultants

LICENSED LANDSCAPE ARCHITECT
MICHAEL HEACOX
STATE OF CALIFORNIA
EXP 7/22

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8/14/20
PC Storage 3836 R3.vwx

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) 811, WITH A MINIMUM OF FIVE WORKING DAYS PRIOR TO ANY EXCAVATION (800-227-2600) TO LOCATE UNDERGROUND UTILITIES.

Project

No.	Revision	Date

Client

DARIN MOORE
ENTERPRISES

RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

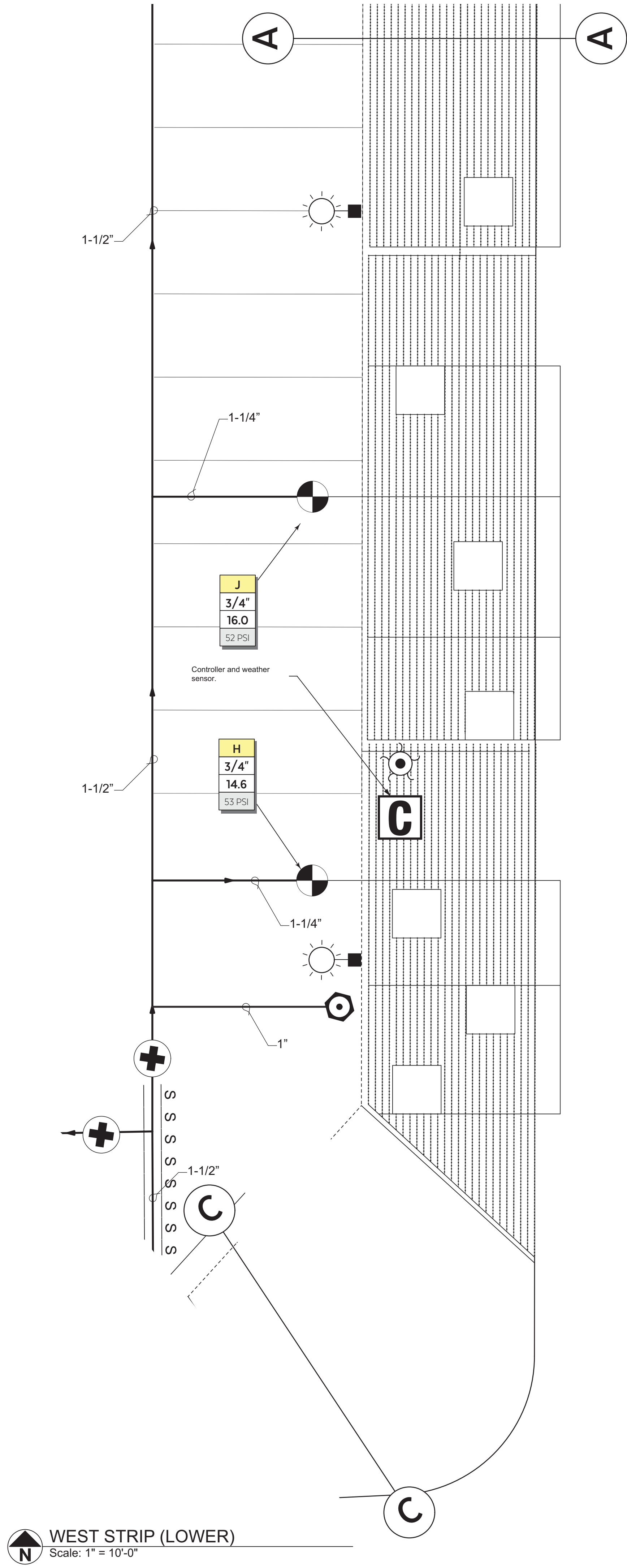
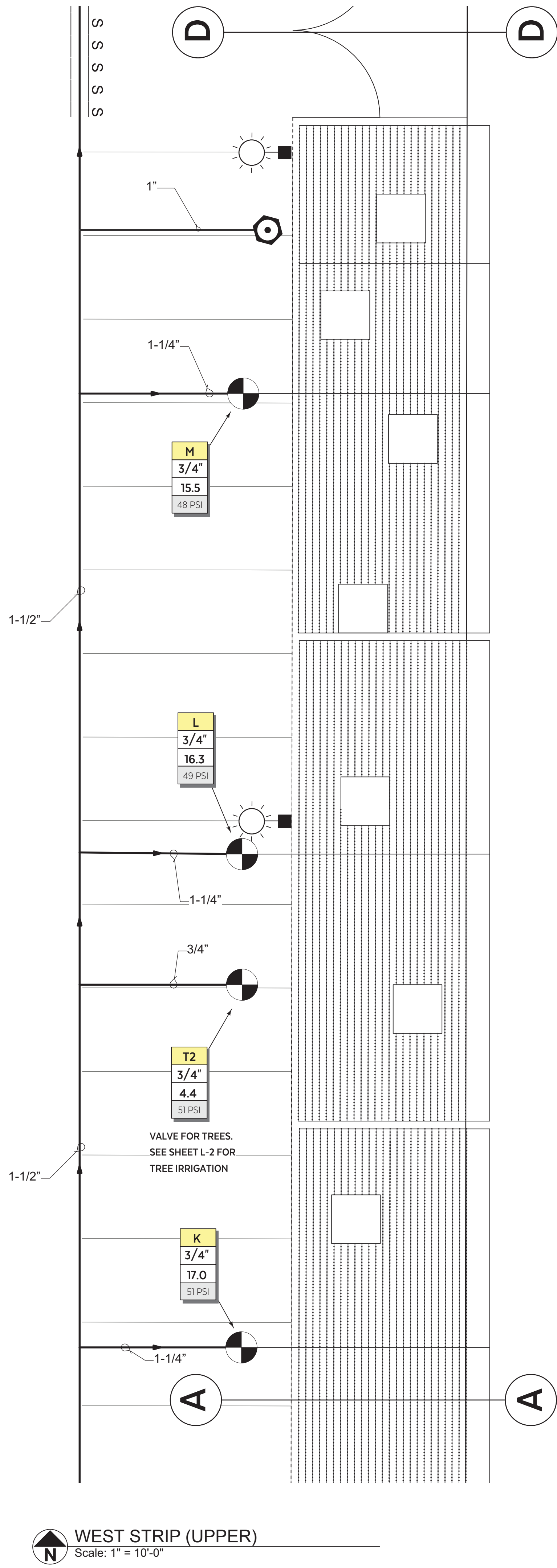
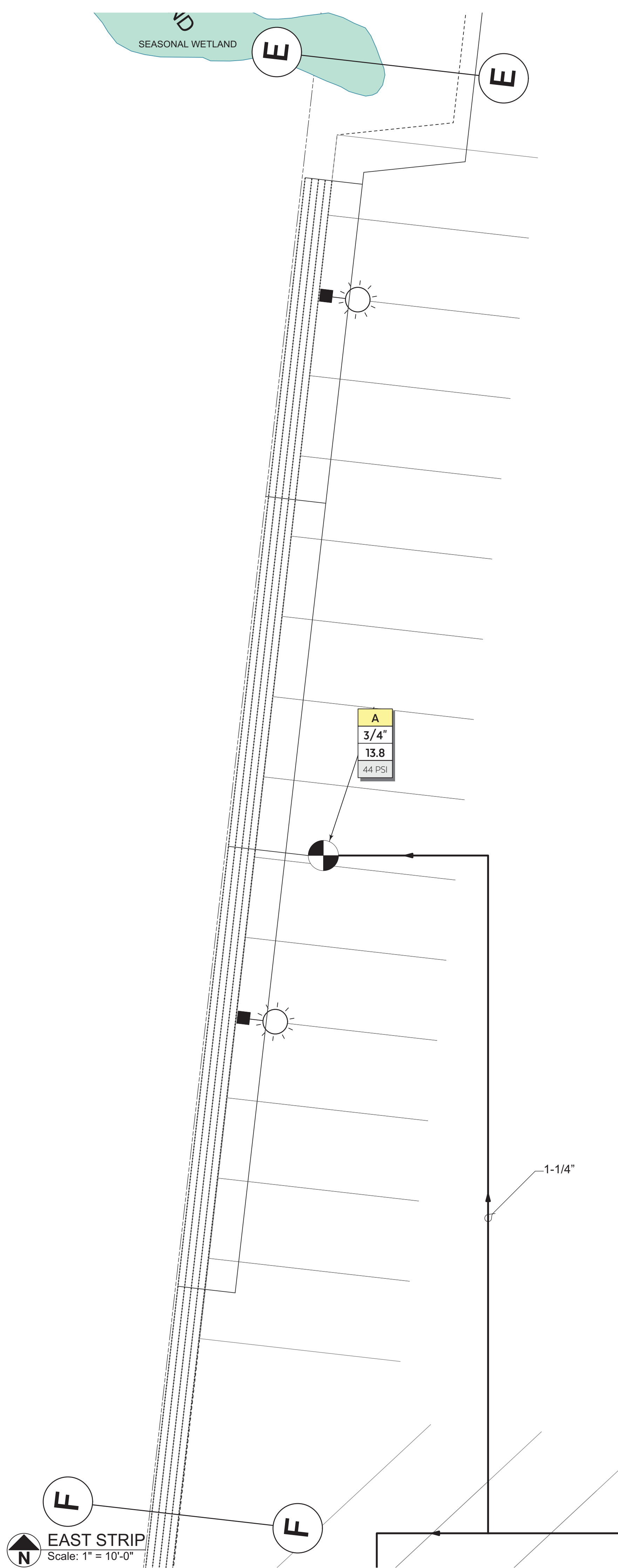
TREE IRRIGATION PLAN

IRRIGATION LEGEND

STATION KEY

Date	Project No.
AUG 14, 2020	D16-3936
Drawn By MH	Sheet No.
Checked By AH	L2

Page 182 of 218



CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) 811, WITH A MINIMUM OF FIVE WORKING DAYS PRIOR TO ANY EXCAVATION (800-227-2600) TO LOCATE UNDERGROUND UTILITIES.

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Consultants

LICENSED LANDSCAPE ARCHITECT
MICHAEL HEACOX, P.C.
EXP 7/22
STATE OF CALIFORNIA

Luciole Design Inc.
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8/14/20
PC Storage 3836 R3.vwx

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE ENTERPRISES
RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

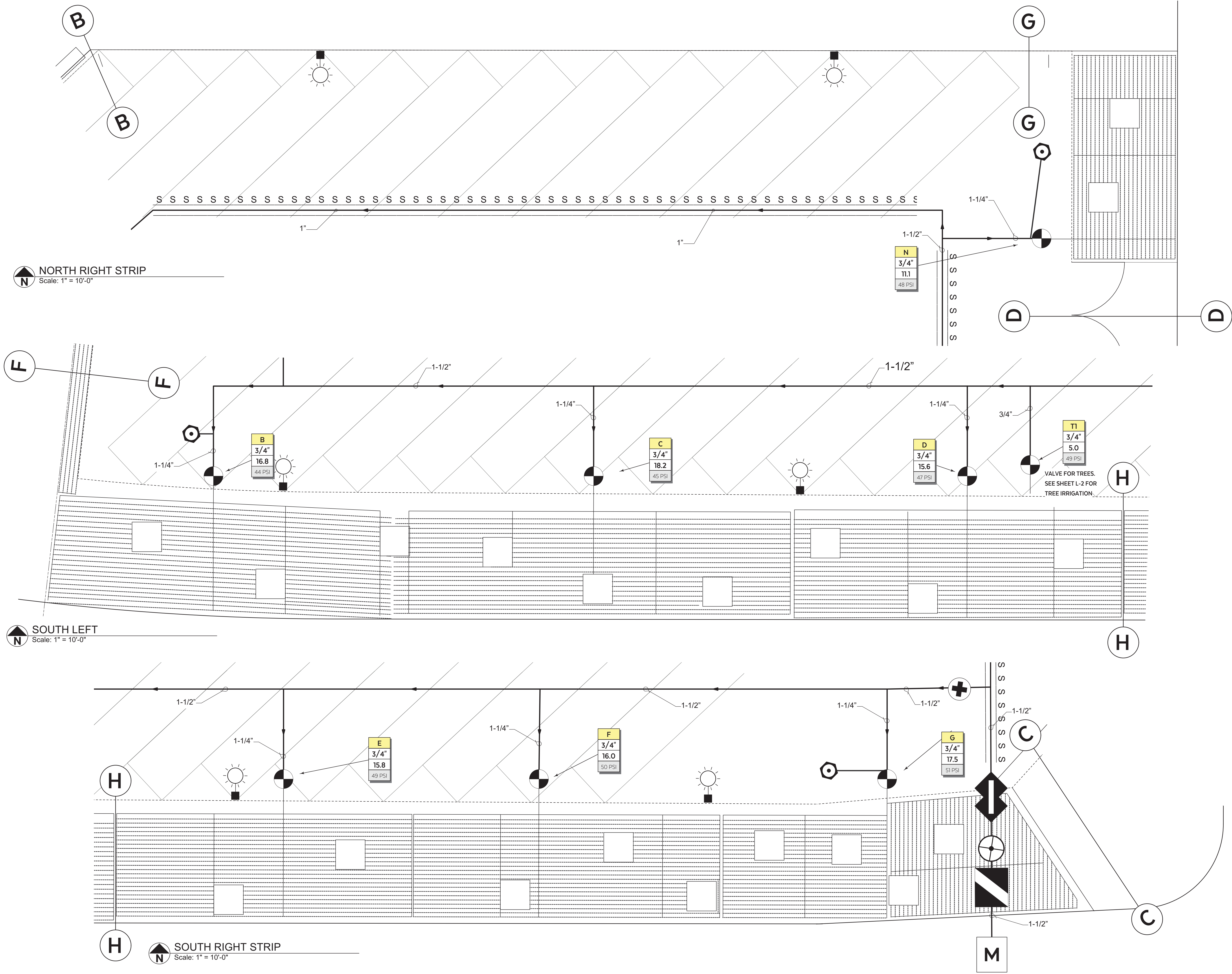
**IRRIGATION PLAN
EAST AND WEST**

Date	Project No.
AUG 14, 2020	D16-3936

Drawn By	Sheet No.
<i>MH</i>	L3

Checked By
<i>AH</i>

Page 183 of 218



CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) 811, WITH A MINIMUM OF FIVE WORKING DAYS PRIOR TO ANY EXCAVATION (800-227-2600) TO LOCATE UNDERGROUND UTILITIES.

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RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
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No.	Revision	Date

Client

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RANCHO CORDOVA CALIFORNIA
PH 916 826 5724
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Sheet Title

IRRIGATION PLAN
NORTH AND SOUTH

Date	Project No.
AUG 14, 2020	D16-3936
Drawn By AH	Sheet No.
Checked By AH	L4

California MWELO Water Budget

Reference Evapotranspiration (ETo)*: 57.0
* = For the ETo in your area, consult the California Department of Water Resources' Reference Evapotranspiration Table.

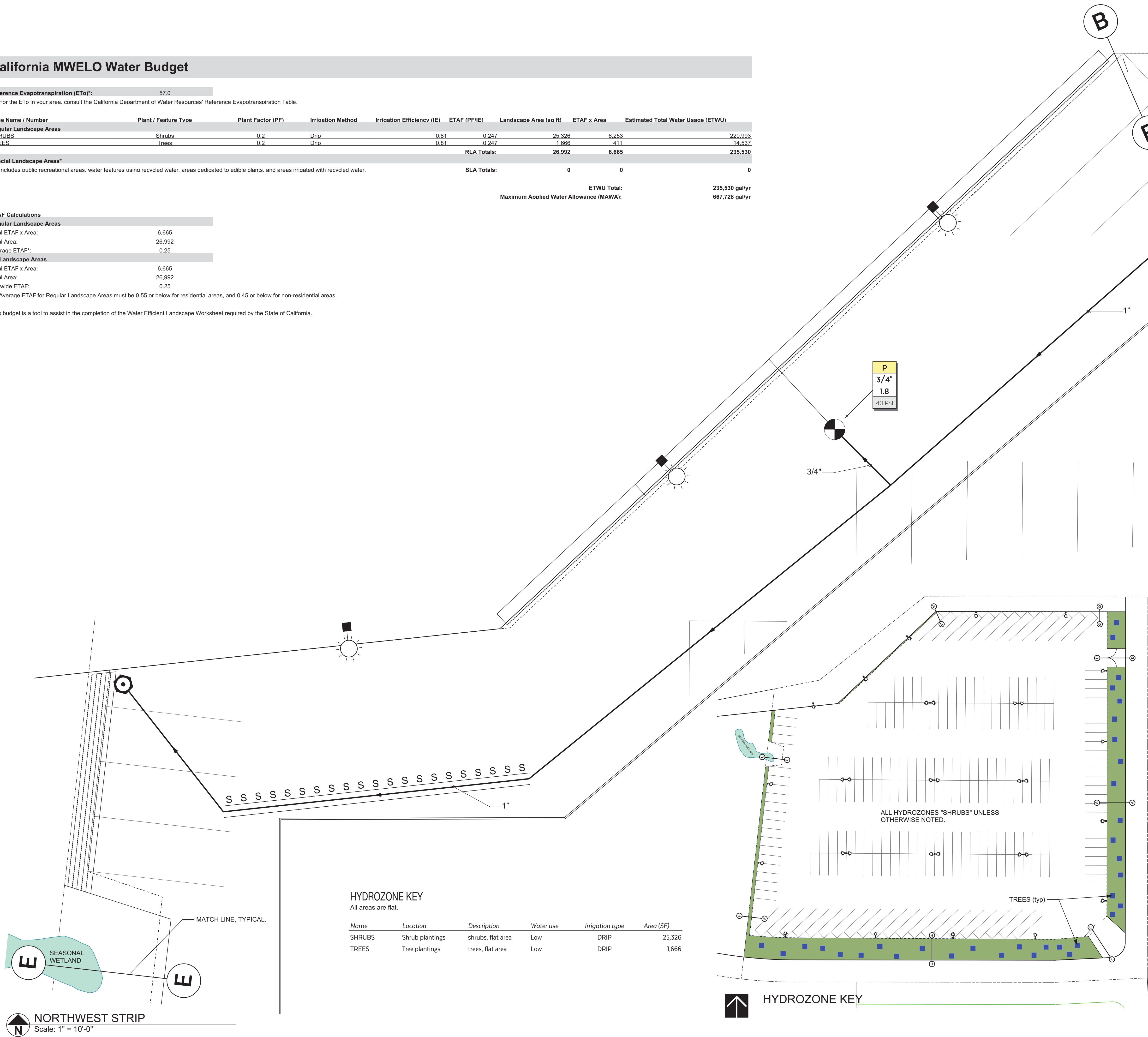
Zone Name / Number	Plant / Feature Type	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Usage (ETWU)
Regular Landscape Areas								
SHRUBS	Shrubs	0.2	Drip	0.81	0.247	25,326	6,253	220,993
TREES	Trees	0.2	Drip	0.81	0.247	1,666	411	14,537
RLA Totals:						26,992	6,665	235,530

Special Landscape Areas*				SLA Totals:	0	0	0
* = Includes public recreational areas, water features using recycled water, areas dedicated to edible plants, and areas irrigated with recycled water.							
				ETWU Total:	235,530 gal/yr		
				Maximum Applied Water Allowance (MAWA):	667,728 gal/yr		

ETAF Calculations	
Regular Landscape Areas	
Total ETAF x Area:	6,665
Total Area:	26,992
Average ETAF*:	0.25
All Landscape Areas	
Total ETAF x Area:	6,665
Total Area:	26,992
Sitewide ETAF:	0.25

* = Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

This budget is a tool to assist in the completion of the Water Efficient Landscape Worksheet required by the State of California.



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Project

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

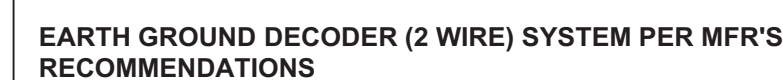
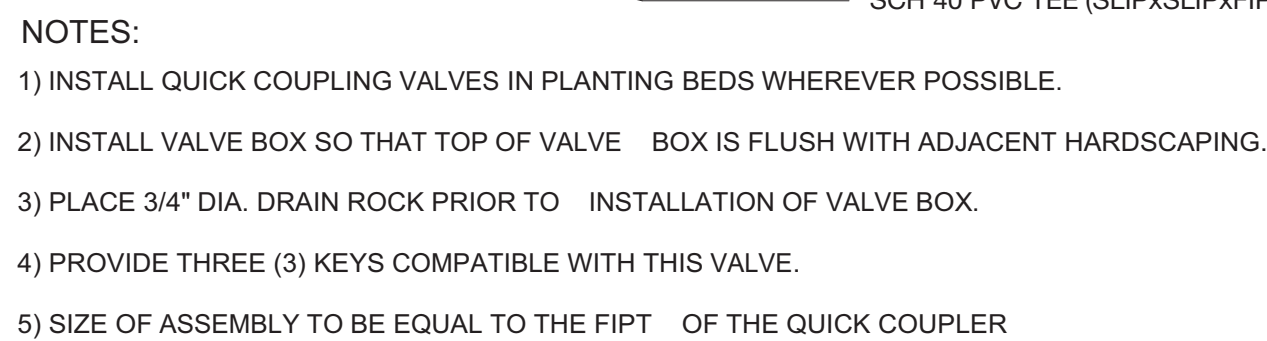
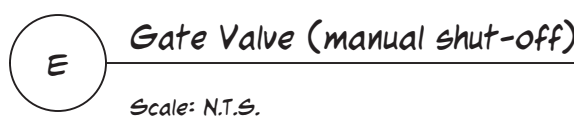
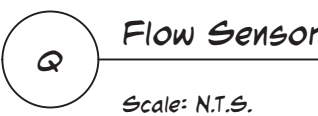
DARIN MOORE ENTERPRISES

RANCHO CORDOVA CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

IRRIGATION PLAN NW
CA WATER BUDGET
HYDROZONES

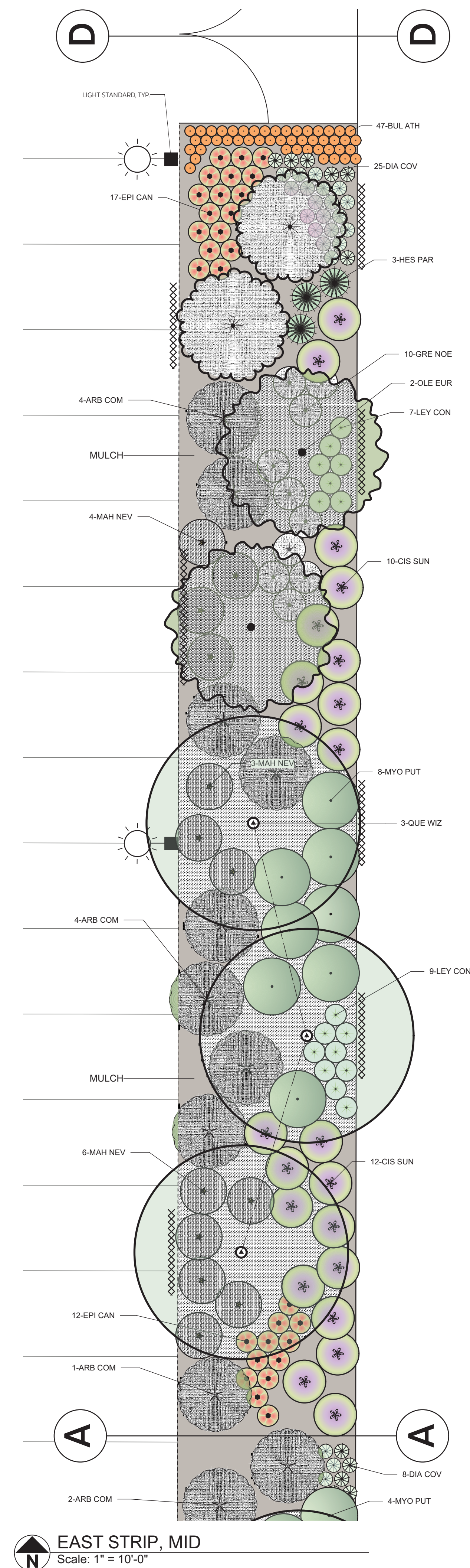
Date	Project No.
AUG 14, 2020	D16-3936
Drawn By MH	Sheet No.
Checked By AH	L5

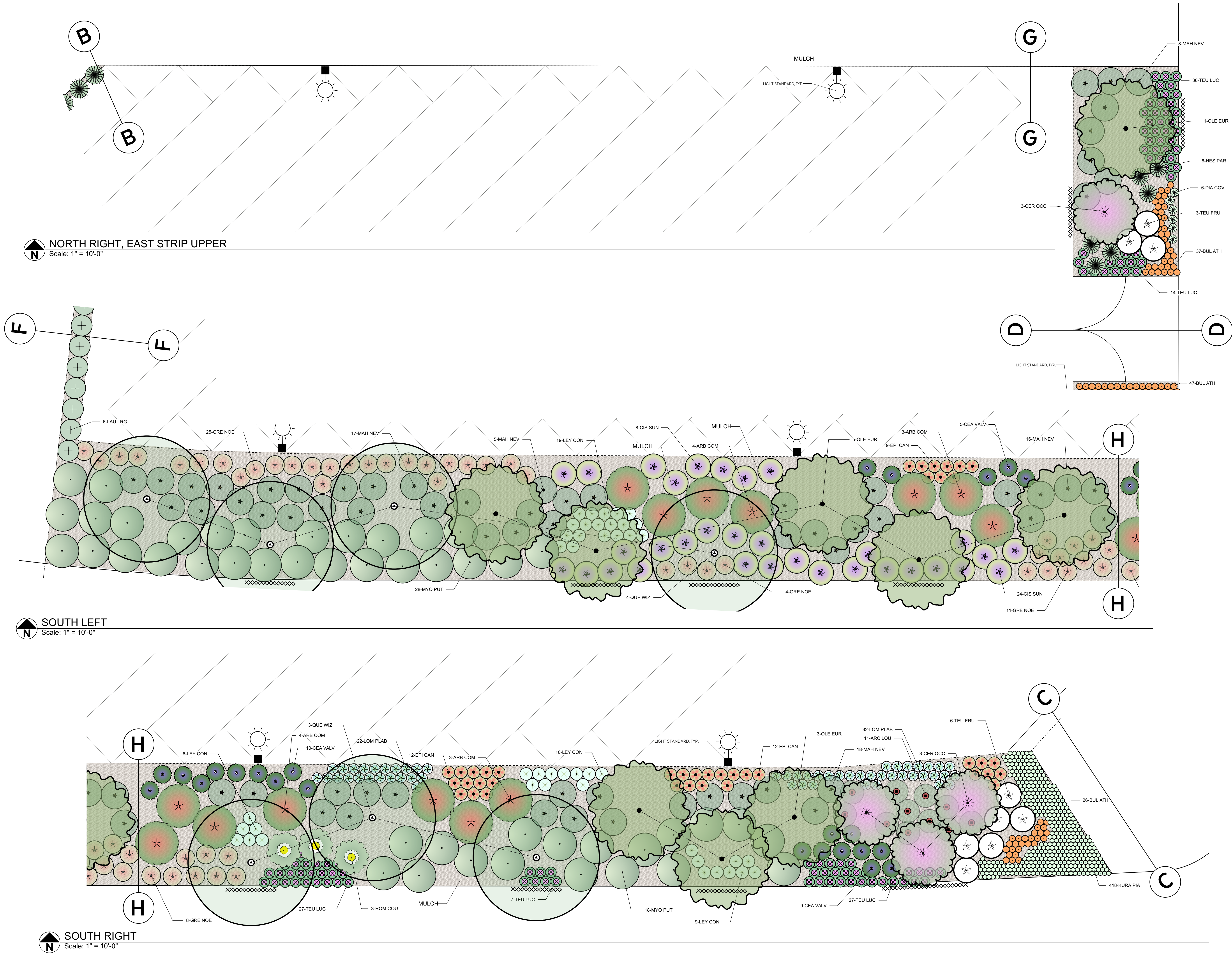


Earth ground should be connected at every 12th decoder, or 1,000 ft of wire run, whichever is shorter.

The station size of the decoders is not taken into account for grounding purposes... every 12th decoder module is the rule.

VERIFY DECODER / CONTROLLER/ GROUND INSTALLATION FOR CURRENT EQUIPMENT MODELS PRIOR TO INSTALLATION. FOLLOW ALL MFR'S RECOMMENDATIONS FOR VALVE + DECODER INSTALLATION





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RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE
ENTERPRISES

RANCHO CORDOVA
CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

PLANTING PLAN
NORTH AND SOUTH

Date	Project No.
AUG 14, 2020	D16-3936
Drawn By	Sheet No.
AH	L8
Checked By	
AH	

Page 188 of 218

Plant Symbol Legend

Trees									
ID	Latin Name	Common Name	WUCOLS	Size	EVERGREEN (E)	HT (FT)	WIDTH (FT)	QTY	Note
CER OCC	Cercis occidentalis	Western Redbud	VL	24" box	D	16	12	10	Remove transport stake
OLE EUR	Olea europaea	Olive	VL	24" box	E	30	30	13	Remove transport stake
QUE WIZ	Quercus wislizenii	Interior Live Oak	VL	24" box	E	40	40	11	Remove transport stake

XXXXXXXXXX	ROOT BARRIER	DeepRoot "UB-18-2" OR EQUAL	Detail Rb, this sheet						
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NOTE: 30% EVERGREEN TREES REQUIRED. DESIGN HAS 41.7% EVERGREEN.

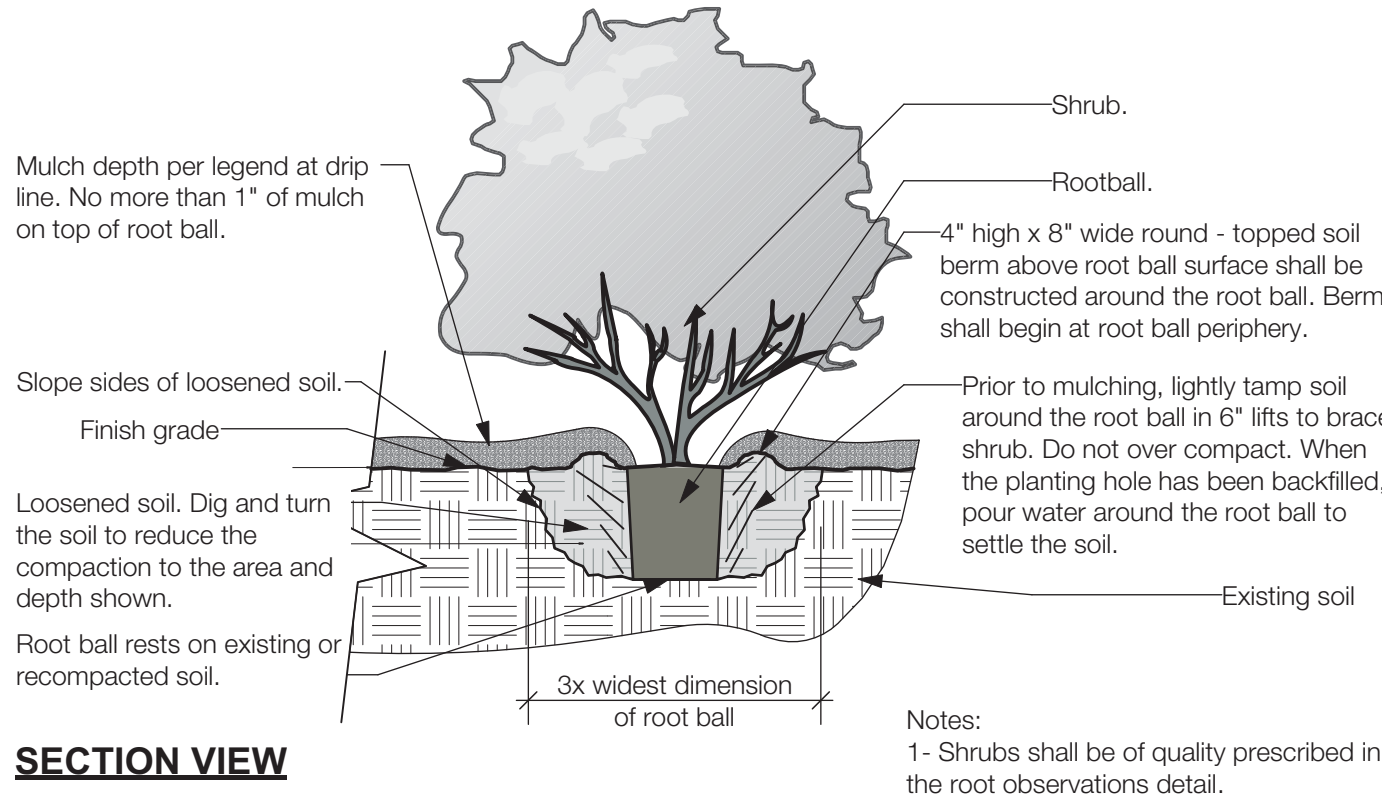
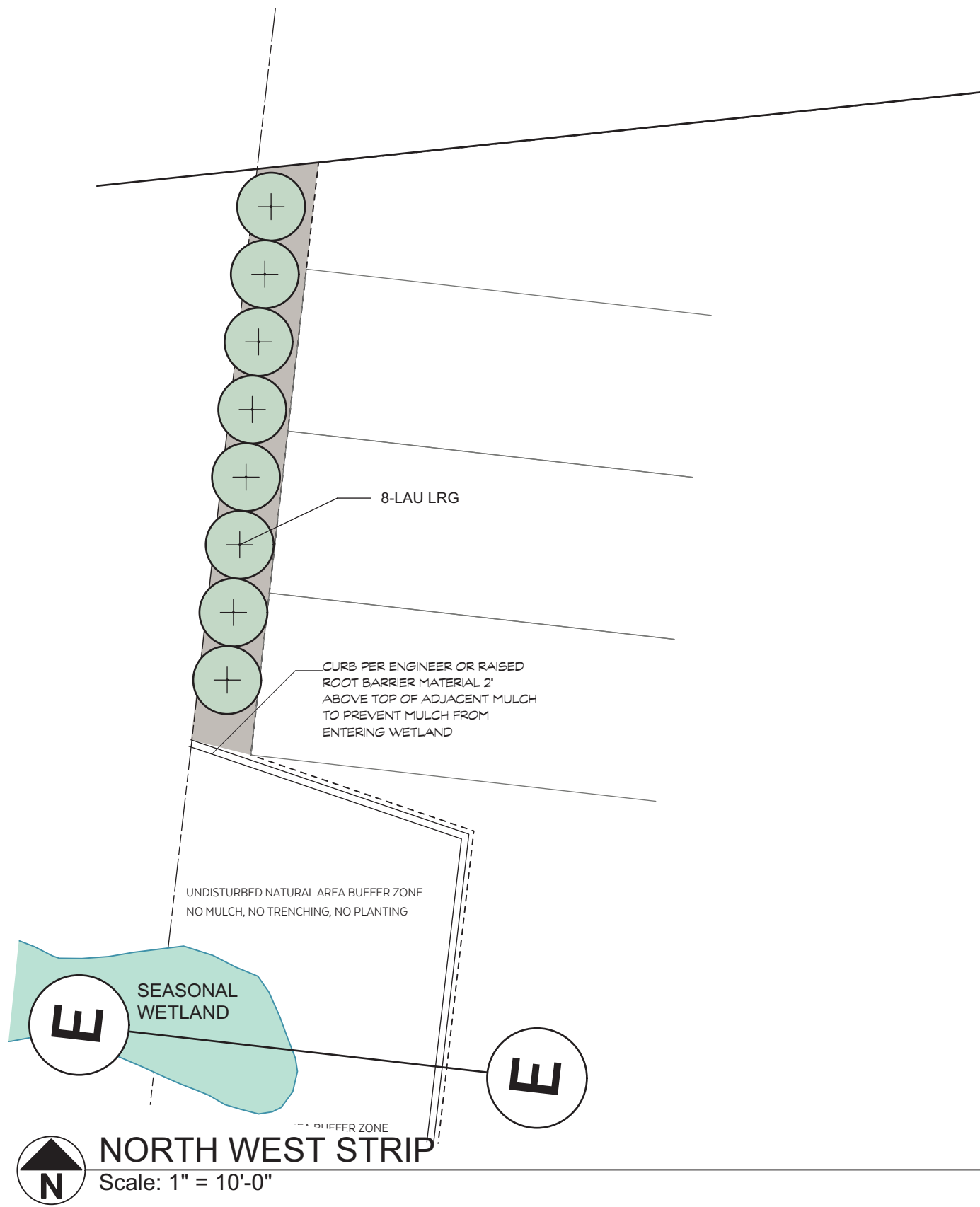
Shrubs									
ID	Latin Name	Common Name	WUCOLS	Size	HT (FT)	WIDTH (FT)	QTY	Note	
ARB COM	Arbutus unedo 'Compacta'	Compact Strawberry Tree	L	5 gal	7	7	28		
ARC LOU	Arctostaphylos stanfordiana bakeri 'Louis Edmunds'	Louis Edmunds Manzanita	L	5 gal	6	6	19		
CEA VAL	Ceanothus maritimus 'Valley Violet'	Valley Violet Ceanothus	L	5 gal	2	6	39		
CIS SUN	Cistus 'Sunset'	Sunset Rockrose	L	1 gal	2	6	66		
EPI CAN	Epilobium canum canum	California Fuchsia	L	1 gal	2	4	69		
GRE NOE	Grevillea 'Noeli'	Noell Grevillea	L	5 gal	4	4	58		
HES PAR	Hesperaloe parviflora	Red Yucca	L	5 gal	4	4	45		
LAU LRG	Laurus nobilis 'Little Ragu'	Little Ragu Sweet Bay	L	5 gal	8	6	55	shear as required	
MAH NEV	Berberis nevinii	Nevin Barberry	L	1 gal	7	7	87	CA Native plant	
MYO PUT	Myoporum parvifolium 'Putah Creek'	Creeping Myoporum	L	1 gal	1	10	58		
TEU FRU	Teucrium fruticans 'Azureum'	Bush Germander	L	5 gal	5	5	13		

Perennials & Ground Covers									
ID	Latin Name	Common Name	WUCOLS	Size	HT (FT)	WIDTH (FT)	QTY	Note	
BUL ATH	Bulbine frutescens 'Athena Compact'	Athena Compact Bulbine	L	1 gal	2	2.5	129		
KURA PIA	Phylla nodiflora	Kurapia	L	plug	0.2	3	471	plugs @ 12" o.c.	
ROM COU	Romneya coulteri	Matilija Poppy	VL	1 gal	8	4	3		
TEU LUC	Teucrium x lucidrys 'Prostratum'	Prostratum Germander	L	1 gal	1	3	155		

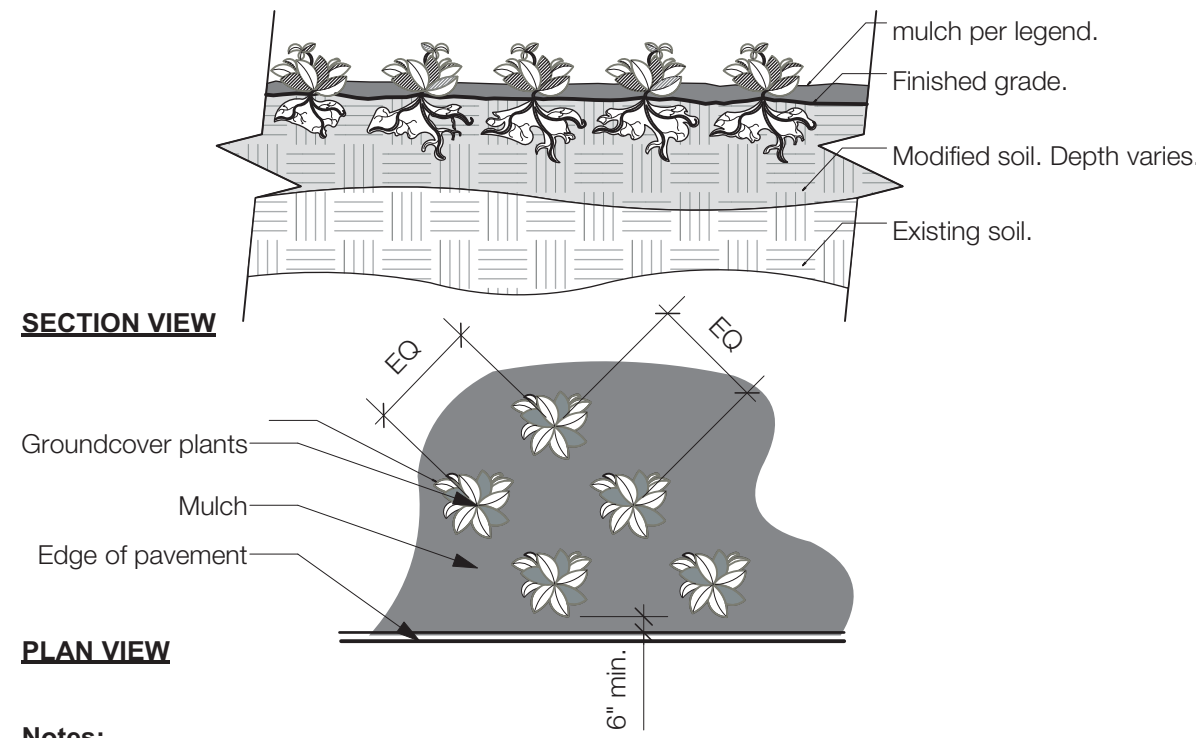
Grasses, sedges, rushes									
ID	Latin Name	Common Name	WUCOLS	Size	HT (FT)	WIDTH (FT)	QTY	Note	
DIA COV	Dianella revoluta 'Cool Vista'	Cool Vista Flax Lily	L	1 gal	2	2	49		
LEY CON	Leymus condensatus 'Canyon Prince'	Giant wild rye	L	1 gal	3	3	95		
LOM PLAB	Lomandra longifolia 'Platinum Beauty'	Platinum Beauty Lomandra	L	1 gal	3	3	54	UCD H2O DATA	

SURFACES				
ID	Description	Depth	SF	Note
MULCH	Fine, natural color bark mulch.	3" thick	25,397	SF (indicative, verify on site)

- NOTE:
1. INSTALL ROOT BARRIERS PER DETAIL "Rb" WHEREVER TREES ARE PLACED WITHIN 10' OF PAVED AREAS.
 2. ROOT BARRIERS SHALL BE LINEAR CONFIGURATION, "DEEPROOT UB-18-2" OR EQUAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
 3. ROOT BARRIERS SHOWN SCHEMATICALLY. INSTALL IN PLANTING AREA PER DETAIL Rb, THIS SHEET.

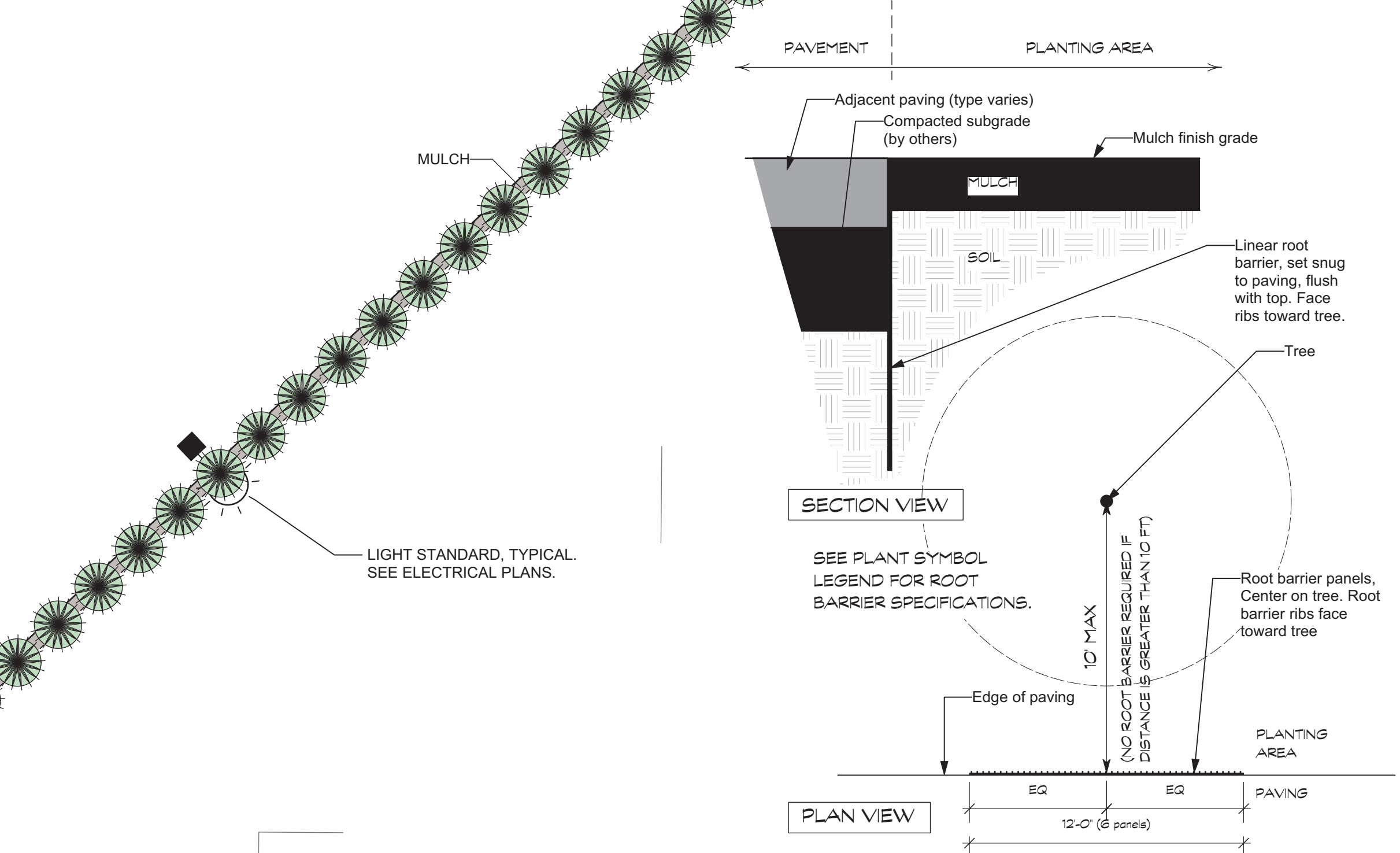


Sh Shrub With Berm, existing soil not modified
scale: N.T.S.

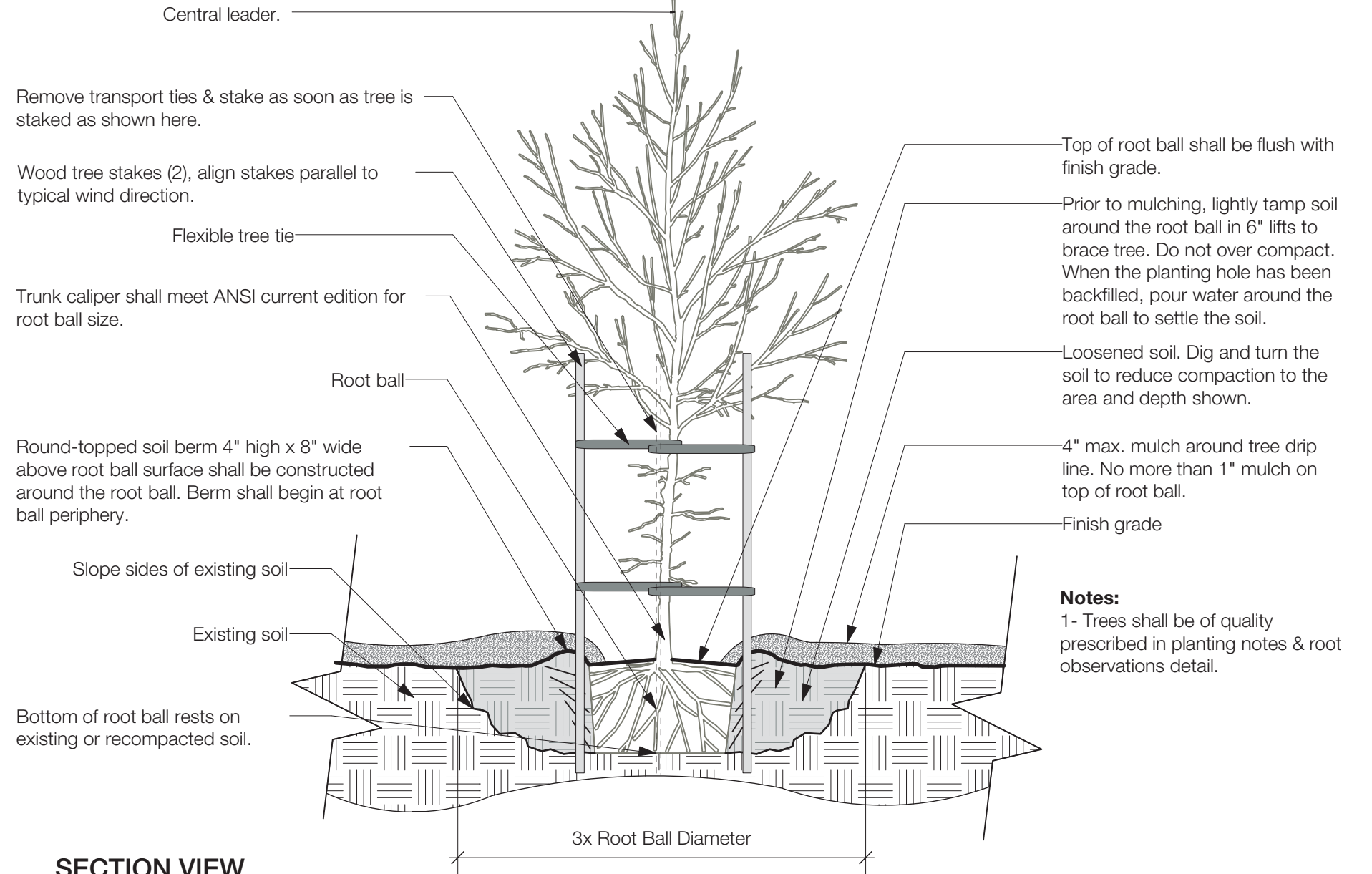


Gc Ground Cover
scale: N.T.S.

- Notes:
- 1- See planting legend for groundcover species, container size, and spacing dimension (where shown as hatches).
 - 2- Small roots (1/4" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periphery can be removed at the time of planting.
 - 3- Settle soil around root ball of each groundcover prior to mulching.



Rb Root Barriers
scale: N.T.S.



Tr Tree With Berm, existing soil not modified
scale: N.T.S.

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8/14/20
PC Storage 3836 R3.vwx

RANCHO CORDOVA STORAGE

3836 SECURITY PARK DRIVE
RANCHO CORDOVA, CALIFORNIA

No.	Revision	Date

Client

DARIN MOORE ENTERPRISES

RANCHO CORDOVA CALIFORNIA
PH 916 826 5724
FX 916 635 6410

Sheet Title

PLANTING PLAN NW
PLANT LEGEND
PLANTING DETAILS

Date	Project No.
AUG 14, 2020	D16-3936
Drawn By MH	Sheet No.
Checked By AH	L9

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
1.	The approved entitlement is for a Minor Design Review for Rancho Cordova Storage project that includes the following; • Outdoor recreational vehicles • Landscaping and lighting for the site. The project is located at 3836 Security Park Drive as shown in the project plans with the conditions herein, for Project No. DD9970.	Project Description	On-Going	Planning
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works
4.	The maximum number of vehicles allowed on the lot for storage will be located within the designated parking spaces. The drive aisles shall be kept clear per Sacramento Metro Fire requirements for drive aisle clearances.	Vehicle parking/storage	On-Going	Planning
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance

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6.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning
7.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Construction	On-Going	Planning/ Building/Code Enforcement
8.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	On-going	Planning/ Building
9.	The Permit is valid for a period of three (3) years from the date of approval unless an extension is granted by the Community Development Director.	Permit Expiration	3 years from approval date	Planning
10.	Applicant shall be responsible for all damage to adjacent private streets associated with construction of the project and shall repair any damage as soon as possible.	Construction	On-Going	Public Works
Prior to Approval of Improvement Plans				
11.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning

ITEM 17.1.
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		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
12.	A South Habitat Conservation Plan (SHCP) Permit shall be issued by the City, before any site disturbance can occur on the property and/or the issuance of any permits. The applicant shall revise the site plan to provide a 55 foot wide buffer along the western property lines and wetland area, adjacent to the Rio Del Oro Preserve in order to comply with the South Sacramento Habitat Conservation Plan. The revised site plan must be submitted prior to the issuance of any permits and in order for the City to approve the Habitat Conservation Plan permit.	SHCP	Prior to Approval of Improvement Plans and/or Grading and/or any further discretionary entitlement	Planning and Public Works
13.	The landscaping plan shall be consistent with the SHCP regulations.	SHCP and Landscaping	Prior to Approval of the Improvement Plans	Planning
14.	The gates that provide ingress and egress shall be at least 6 feet in height and shall be of view-obstructing construction.	Gates	Prior to Approval of Improvement Plans	Planning
15.	Prior to any construction activity, a pre-construction determinate survey shall be required for work that will commence during the migratory bird nesting season (February 1 through August 31). This survey is to determine if there is active onsite nesting by birds protected under the Migratory Bird Treaty Act (MBTA) would be affected by construction activities. If all construction activity would occur outside this time, the survey is not required. If nesting activity is observed, consultation with the City of Rancho Cordova Planning Department and the California Department of Fish and Wildlife shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Wildlife.	Survey	Prior to Grading or site disturbance	Planning

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
16.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Infrastructure	Prior to Approval of Improvement Plans	Public Works
17.	The vehicles shall be parked on an impervious smooth surface, ie. asphalt or concrete.	Infrastructure	Prior to Approval of Improvement Plans	Public Works
18.	Number, size, and location of driveways are subject to approval by the Public Works Department	Infrastructure	Prior to Approval of Improvement Plans	Public Works
19.	100-year Detention: The project is required to provide on-site detention of the 100-year flows because the project site is not part of a regional flood control facility.	Detention	Prior to approval of improvement plans	Public Works
20.	Drainage Study: Applicant shall prepare and submit a project specific drainage study that includes but is not limited to: a pre- and post-project drainage analysis of the project impacts, identification of offsite project impacts or required offsite improvements, and identification of any proposed connections to the City's Storm Drainage System with adequate supporting calculations. The drainage study shall conform to the requirements of the Sacramento City/County Drainage Manual (Volume 2), County of Sacramento Improvement Standards (Section 9), and all other applicable City standards.	Storm Water	Prior to Approval of Improvement Plans	Public Works
21.	All landscape strips, medians, etc. that contain trees shall be designed to include continuous root barriers.	Landscaping	Prior to Approval of Improvement Plans	Public Works
22.	All storm drain facilities on private property and within private roads shall be privately maintained and shall be clearly labeled as "private" in the improvement plans.	Storm Water	Prior to Approval of Improvement Plans	Public Works

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
23.	Stormwater Quality– During Construction: SWPPP – the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be executed through all phases of grading and project construction. The SWPPP shall incorporate Best Management Practices (BMPs) to ensure that potential water quality impacts during construction phases are minimized. These measures shall be consistent with the City’s Improvement Standards and Land Grading and Erosion Control Ordinance. During construction, the applicant shall implement BMPs in accordance with the SWPPP and the City’s Improvement Standards. Advisory Condition: Construction General Permit The project applicant shall file a Notice of Intent (NOI) to obtain coverage under the <i>National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities</i> (Construction General Permit). Permits are issued by the State Water Resources Control Board.	Storm Water	Prior to Approval of Improvement Plans	Public Works
24.	Stormwater Quality- Post Construction The improvement plans shall incorporate all <i>applicable</i> post construction stormwater quality measures; including source control, treatment control, low impact development, hydromodification management, and full capture trash control measures into the site improvement plans in conformance with the most recent version of the <i>Stormwater Quality Design Manual for the Sacramento Region</i>. Please note that the applicability of these requirements may change based on where the project is discharging. Please contact Dalia Fadi at 916-851-8718 for more details.	Storm Water	Prior to Approval of Improvement Plans	Public Works
25.	Fees: Pay any fees required by the Drainage Impact Fee Program (County Zone 11).	Drainage Fee	Prior to Approval of Improvement Plans	Public Works

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
26.	The SWPPP for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to the City of Rancho Cordova's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the City of Rancho Cordova. A polymer treatment system or comparable process shall be incorporated in the erosion and sediment control plan as part of the improvement plans submittal. This system shall be implemented by qualified professionals with training and proven experience in this field.	Storm Water	Prior to Approval of Improvement Plans	Public Works
27.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the City not including paint, which reads "No Dumping-Flows to Creek" or other approved message at each storm drain inlet	Drainage	Prior to Approval of Improvement Plans	Public Works
28.	A final landscape plan shall be submitted to the Planning Department in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule	Improvements/ Landscaping	Prior to Approval of Improvement Plans	Public Works/ Planning
29.	The applicant shall submit for a permit and comply with the Sacramento Metro Fire conditions and requirements.	Fire	Prior to Approval of Improvement Plans	Sac Metro Fire District/ Public Works
Prior to Issuance of Building Permit				

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Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
30.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Utility laterals • Replacement of damaged pavement along property frontage to the satisfaction of The Public Works Department • Public improvement plans shall clearly delineate all transitions to existing improvements All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Infrastructure	Prior to Issuance of Building Permits	Public Works
31.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the SWU annexation not to exceed \$7,000 per annexation. Contact Elizabeth Sparkman at (916) 851-8714 with regard to the process to satisfy this condition of approval.	Funding	Prior to Issuance of Building Permits	Public Works

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
32.	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 • 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.	Infrastructure	Prior to Issuance of Building Permits for electrical	Public Works
33.	The applicant shall comply with SMUD conditions as follows; a. SMUD has existing underground 12kV facilities that will need to remain. The applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation. b. Structural setbacks less than 14 feet shall require the applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained. c. In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal. d. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. e. The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Utility	Prior to Issuance of Building Permits for electrical	SMUD / Public Works

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

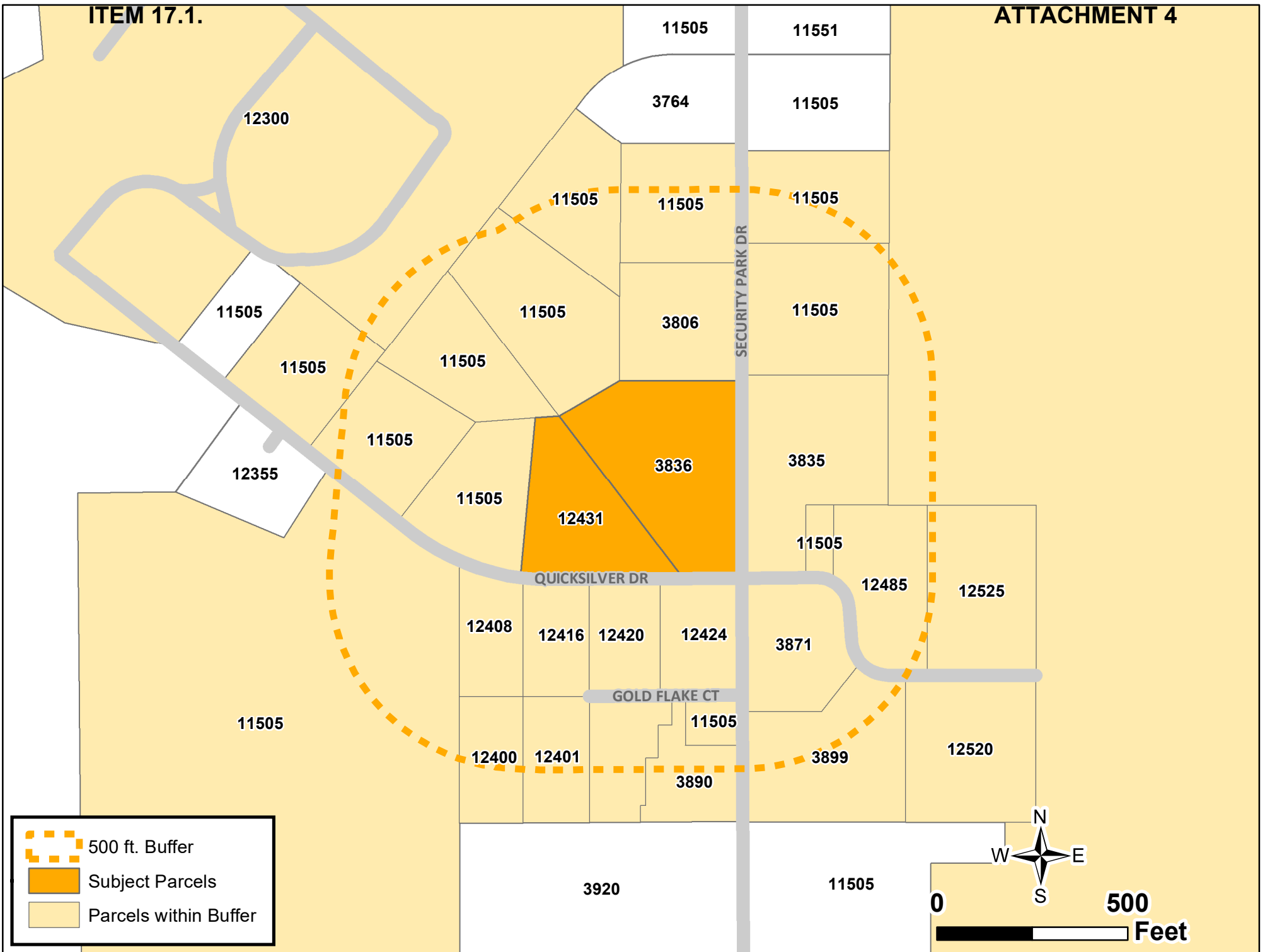
ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	f. The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.). New on-site facilities will be required to serve the proposed building. g. In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD. h. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property. i. The applicant shall comply with SMUD siting requirements as stated on the SMUD.org website.			
Prior to Final Inspection				
34.	Complete improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Improvements	Prior to Final Building Inspection	Public Works
35.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released.	Landscape	Prior to Final inspection of the first building	Public Works

ITEM 17.1.
Rancho Cordova Storage DD9970 Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
36.	Approved numbers or addresses shall be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Fire	Prior to Final Inspection/ Certificate of Occupancy	Fire
37.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Plans	Prior to final building inspection	Public Works



ITEM 17.1.

072-0540-022-0000
CURRENT OCCUPANT
11505 DOUGLAS RD
RANCHO CORDOVA CA 95742

072-0440-020-0000
CURRENT OCCUPANT
12401 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0440-023-0000
CHRISTOPHER GLENN SIGMAN
HOLDINGS LLC
12420 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0440-012-0000
CURRENT OCCUPANT
12485 QUICKSILVER DR
RANCHO CORDOVA CA 95742

072-0440-012-0000
MARTIN TRANQUILIO/ROSALINA
133 CANYON RIM DR
FOLSOM CA 95630

072-0440-015-0000
3890 SECURITY PARK DRIVE LLC
3379 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0540-002-0000
CURRENT OCCUPANT
3836 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0440-008-0000
CURRENT OCCUPANT
3899 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0540-019-0000
DOUBLE B DEMOLITION INC
640 GLEN OAK CT
FOLSOM CA 95630

072-0540-022-0000
AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO CA 95813

072-0370-103-0000
CURRENT OCCUPANT
12300 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0440-022-0000
CURRENT OCCUPANT
12408 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0440-024-0000
CURRENT OCCUPANT
12424 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0440-018-0000
CURRENT OCCUPANT
12520 QUICKSILVER DR
RANCHO CORDOVA CA 95742

072-0440-008-0000
NOVA ENTERPRISES LLC
3005 CRYSTAL VIEW DR
EL DORADO HILL CA 95762

072-0540-018-0000
CURRENT OCCUPANT
3806 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0440-007-0000
CURRENT OCCUPANT
3871 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0440-013-0000
PSL ENTRPRISES LLC
3920 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0540-018-0000
MONSON JAN M/PAUL E
6600 FREEPORT BLVD
SACRAMENTO CA 95822

072-0540-001-0000
JSP PROPERTIES LLC
PO BOX 1508
RANCHO CORDOVA CA 95670

ATTACHMENT 4

072-0440-019-0000
CURRENT OCCUPANT
12400 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0440-021-0000
CURRENT OCCUPANT
12416 GOLD FLAKE CT
RANCHO CORDOVA CA 95742

072-0540-003-0000
CURRENT OCCUPANT
12431 QUICKSILVER DR
RANCHO CORDOVA CA 95742

072-0440-013-0000
CURRENT OCCUPANT
12525 QUICKSILVER DR
RANCHO CORDOVA CA 95742

072-0440-019-0000
LOUIS E III/REBECCA S JONES REV
TRUST
3005 DOUGLAS BLVD 130
ROSEVILLE CA 95661

072-0540-001-0000
CURRENT OCCUPANT
3835 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0440-015-0000
CURRENT OCCUPANT
3890 SECURITY PARK DR
RANCHO CORDOVA CA 95742

072-0440-021-0000
MESSETTA MATTEW J
3941 PARK DR STE 20-476
EL DORADO HILL CA 95762

072-0440-007-0000
BRAZIL VENTURES LLC
9120 SERENITY CT
ORANGEVALE CA 95662

072-0440-020-0000
MOORE DARIN D
PO BOX 1657
RANCHO CORDOVA CA 95741

ITEM 17.1.**ATTACHMENT 4**

072-0440-006-0000
CALIFORNIA-AMERICAN WATER
COMPANY
PO BOX 5627
CHERRY HILL NJ 8034

MEMORANDUM



ITEM 18.1.

DATE: October 19, 2020
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, City Manager
Megan Siren, Senior Management Analyst
SUBJECT: YOUTH CENTER UPDATE

RECOMMENDATION

Receive update on the Youth Center Project and provide direction to staff on the proposed design concepts.

RESULT OF RECOMMENDED ACTION

Receive update on the Youth Center Project and provide direction to staff on the proposed design concepts.

BACKGROUND

The City Council authorized the lease agreement with Center of Praise Ministries, Inc. in January 2020 to establish a location for the Rancho Cordova Youth Center on Investment Circle. The City retained Calpo Hom & Dong Architects, Inc. in December 2019 to provide initial site evaluation and amended the contract in April 2020 to provide architectural review of the property and to assist the City with the capital improvements. The contract with Calpo Hom & Dong Architects, Inc. was amended in August 2020 to continue with architectural and engineering services to provide design options for the building remodel and provide construction documents.

Calpo Hom & Dong Architects, Inc. and their subconsultants have completed preliminary conceptual drawings and prepared high level cost estimates for the proposed renovations. At this point in the process the proposed Phase I of the project totals approximately \$4 million. Phase I includes interior modifications including new mechanical units, electrical modifications, new windows, kitchen modifications, bathroom modifications, ADA modifications, security, parking lot overlay, electronic changeable message sign, exterior fencing and an outdoor basketball court. Phase II currently includes exterior modifications to include a multi-sport field and covered areas for seating and fitness/play area. Further refinement of costs will occur as we move forward with finalizing the design. If needed, staff will return with a final concept for

Phase 1 at a future date.

Staff along with RCPD Police Activities League Officers have met with 15 community organizations to discuss potential capital modifications to the facility and programming needs of the community for a Youth Center. The coordination with these community groups are ongoing to determine the best operational plan for the facility. Staff will return with an operational plan at a future date.

FISCAL IMPACT AND FUNDING SOURCE

Currently, the Council has authorized \$3 million for capital improvements for the Youth Center Project. The current estimate for the proposed Phase I improvements is \$4 million. If the Council supports the proposed project, staff will return to Council with funding options at a future Council meeting. The current rough estimate for the proposed Phase II improvements is \$300,000 to \$350,000.

The operational expenses for the Youth Center will comprise of programming and maintenance costs. Staff will return at a future Council meeting with an operational plan for the programming components for the Youth Center; current rough estimates are \$250,000 - \$350,000 annually depending on service levels. The rough maintenance costs are estimated to be \$150,000 - \$200,000 annually.

ATTACHMENT(S)

1. Youth Center Status Update Presentation

Rancho Cordova Youth Center

PROJECT UPDATE



Ribbon Cutting – New Beginnings



Agenda

- Provide Update on Youth Center Project
- Introduce Team Assembled
- Proposed Phase 1 Interior & Exterior Elements
- Seek Input on Options for Entry Treatments
- Present Schedule
- Present Budget

Existing Facility



Design Team

City Of Rancho Cordova

- Building Official
- Public Works
- PAL
- Community Partners

Calpo Hom & Dong - Architects

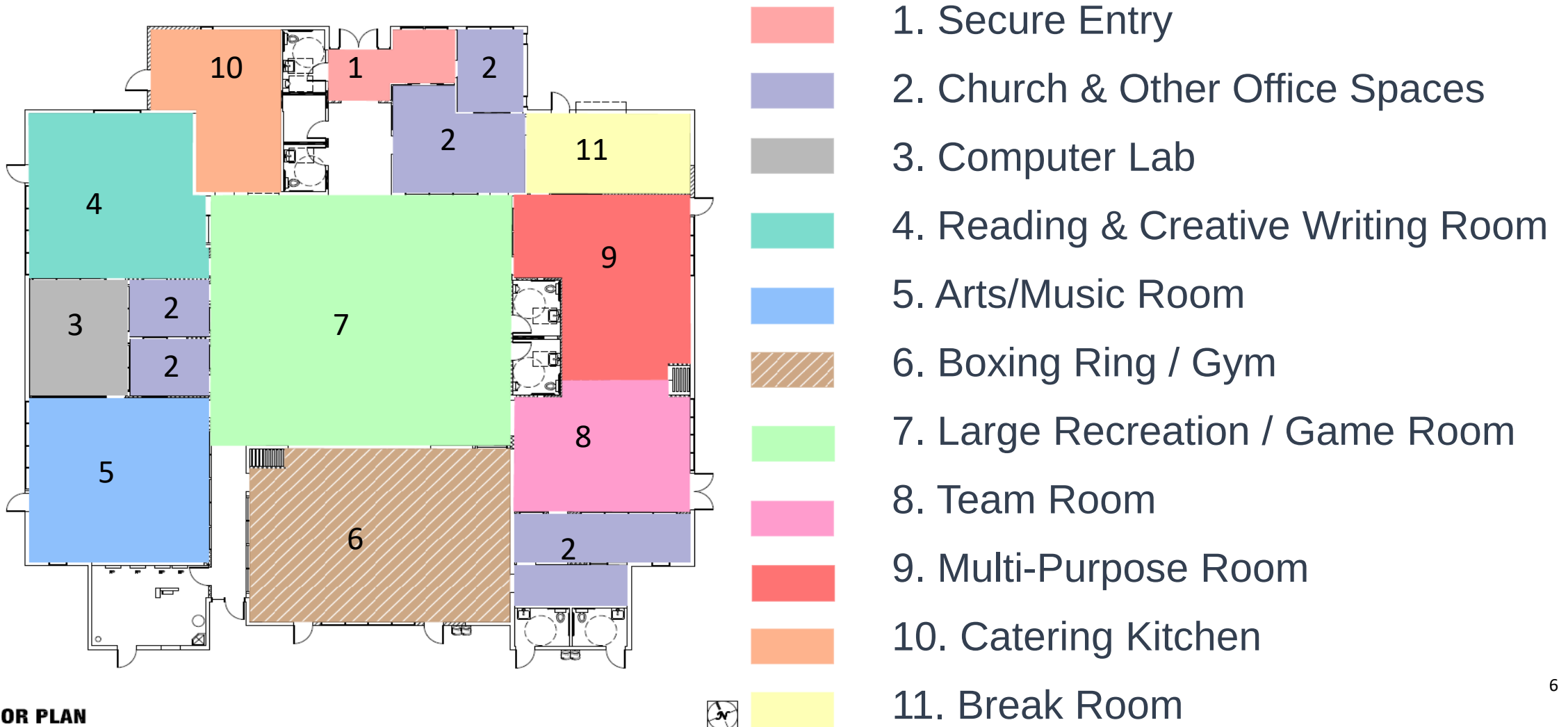
- Bevier - Structural Engineering
- Weston - Mechanical/Plumbing
- Neils - Electrical Engineering
- Ruffner - Landscape Architect

WCE - Civil Engineering

Interwest Consulting - Project Management
Crawford - Geotechnical



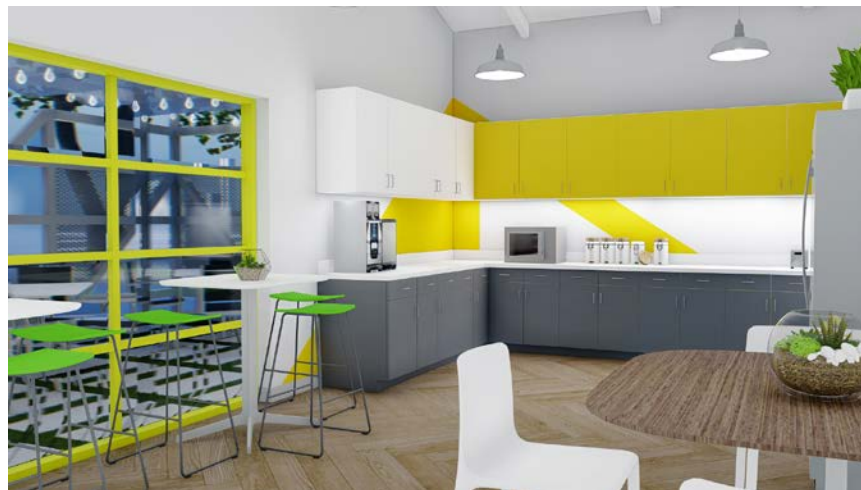
Interior Features



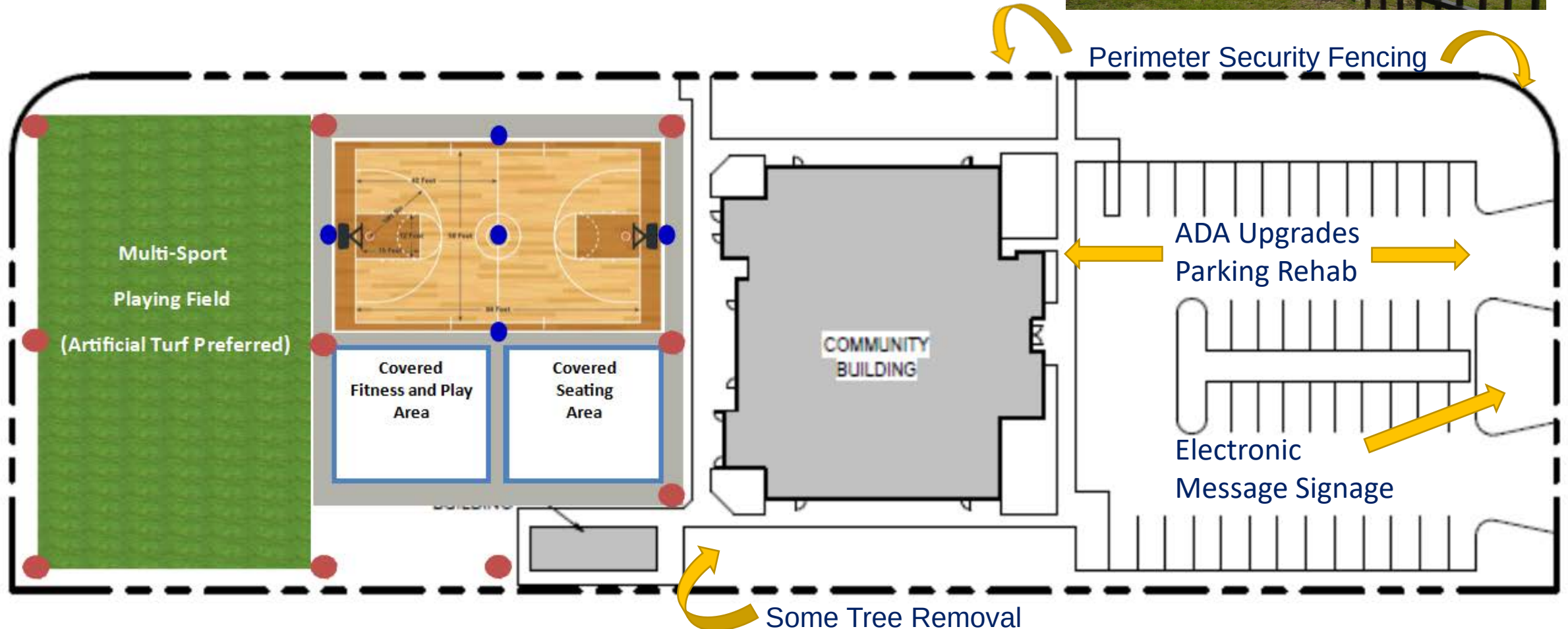
Proposed Interior Perspectives



Proposed Interior Perspectives



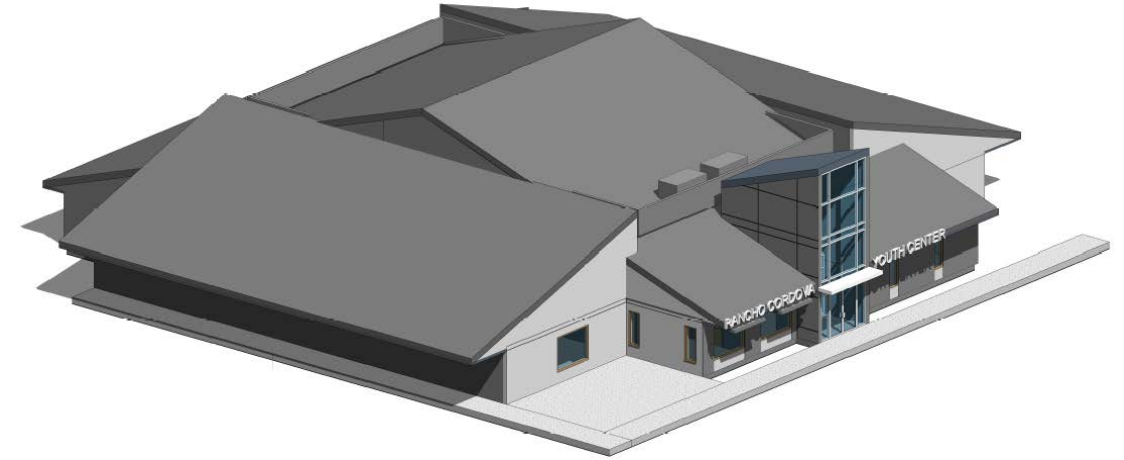
Proposed Outdoor Features



Entry Option 1 – Pergola Element



Entry Option 2 – Tower Element



Project Delivery Process &

Assemble Design Team
ADA Assessment
Confirm Layout
Preliminary Design & Cost Estimates

~ Complete

Determine Final Phasing
Complete Design
Prepare City Bid Package

~ Now to Early 2021

Bid Project and Award
Mobilize
Construct

~ Spring 2021 to Winter 2021

Set Up Equipment & Programs
CELEBRATE!
Open For Rancho Cordova's Youth

~ Early 2022

Current Estimate = \$4 M



Design & Studies

\$300,000



Current Construction
Estimate With
Contingency

\$3,325,000



Construction
Management & Permits

\$250,000



Furniture/Computers

\$125,000

Thank You - Questions?

