

CITY OF RANCHO CORDOVA



CITY COUNCIL

Monday, August 05, 2019

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

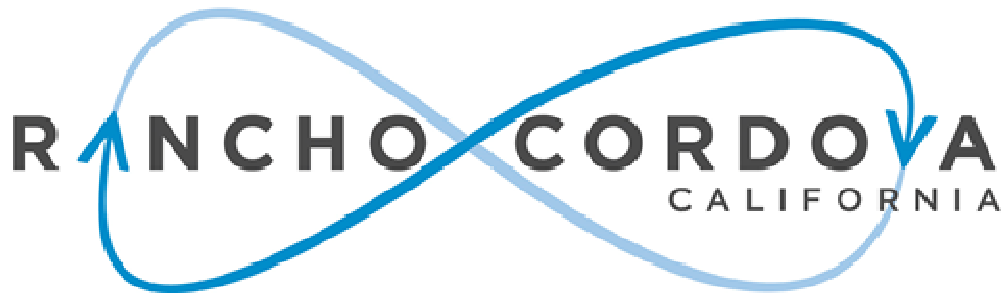
David Sander, Vice Mayor

Garrett Gatewood, Council Member

Donald Terry, Council Member

Linda Budge, Council Member

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, August 05, 2019

4:00 PM – Special Meeting
American River Room North

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

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Rancho Cordova Police Department Update on Crime Suppression Unit (CSU) and Crime Prevention Programs.

Recommendation: This update is both for informational purposes and for Council questions and discussions.

Result of Recommended Action: This update is to provide Council with analysis on the impact of the Crime Suppression Unit (CSU) and other crime prevention programs currently deployed within the City of Rancho Cordova.

Staff Report: Jeff Schelldorf, Assistant Chief of Police.

Advances Goals: 1, 2 and 3.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor McGarvey will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Katherena Higashi from Oasis Christian Ministries will give the invocation.

9. PRESENTATIONS

- 9.1 Presentation of Proclamation Recognizing Bob Burns for his service to Veterans and their families.
- 9.2 Presentation of Proclamation Honoring Purple Heart Veterans and to Recognize the City of Rancho Cordova as a Purple Heart City.
- 9.3 PRO Youth and Families' Youth at City Council and Summer at City Hall Programs Presentation by Windy Ly – Civic Education Programs Designed to Develop Young Leaders and Foster Civic Engagement in Rancho Cordova Youth.
- 9.4 Rebuild Day Presentation by Lorianne Ulm, Community Engagement Analyst.
- 9.5 Introduction of New Employees: Community Development Director Elizabeth Sparkman will introduce Russell Ducharme, Neighborhood Services Manager, Nicholas Sosa, Associate Planner, Kelly Whitman, Planning Technician and Erin Naderi, Building Permit Technician I.
- 9.6 Mayor McGarvey's Birthday on August 10.

10. 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.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes from the Special and Regular City Council Meeting of July 1, 2019.
Recommendation: Adopt Minutes.
- 13.2 **Subject:** An Ordinance Amending Sections 16.83.105 and 16.84.065 of the Rancho Cordova Municipal Code to Remove a Sunset Date from the Fee Deferral Program for Certain Development Impact Fees.
Recommendation: Waive the second reading and adopt the Ordinance.
Result of Recommended Action: Adoption of this Ordinance would amend sections of the Municipal Code to allow for the City's previously adopted development impact fee deferral program to continue without a sunset date. Approval by the City Manager, or his designee, is required for any deferrals.
Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goals: 5.
- 13.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 133-2019 with West Yost Associates, Inc. In The Not to Exceed Amount of \$450,000 to Provide Professional Services for the City's Zone 11A Drainage Impact Fee Program and Development Review.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract No. 133-2019 with West Yost Associates, Inc. in an amount not to exceed \$450,000. This contract is necessary to cover the ongoing work associated with technical review of drainage studies and improvement plans for development projects and assistance with the establishment of the City's Zone 11A Drainage Impact Fee Program. The contract would be for a three-year term.
Staff Report: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer.
Advances Goals: 2 and 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** Hampton Inn Façade Renovations Major Design Review; Project No. DD9874 - Located at 10755 Gold Center Drive.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of this Resolution would allow the applicant to obtain the necessary construction permits to begin renovations on the exterior façade of the existing Hampton Inn.
Staff Report: June Cowles, Senior Planner.
Advances Goals: 1, 2 and 3.

15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** An Ordinance Adding Chapter 9.84, "Personal Property Storage on Public Property" to Title 9 of the Rancho Cordova Municipal Code (Public Peace, Morals, and Safety).
Recommendation: Introduce and waive the first reading of the Ordinance.
Result of Recommended Action: This Ordinance would not affect or impact the storage of personal property on any private property, nor would it apply to vehicles left upon public property, as that is already governed by different sections of the Municipal Code. Adoption of this Ordinance would simply amend the Rancho Cordova Municipal Code to make it a violation of the City code to store or leave personal property on public property, after twenty-four (24) hour pre-removal written notice, and providing a mechanism for recovery and retrieval of any impounded personal property.
Staff Report: Russell Ducharme, Neighborhood Services Manager.
Advances Goals: 1, 2 and 5.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova approving the Second Amendment to the First Restated Agreement for Legal Services between the City and Meyers, Nave, Riback, Silver & Wilson.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of this Resolution will approve the Second Amendment to the First Restated Agreement for Legal Services ("Amended Agreement") with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave"). The Amended Agreement includes a 6% increase to partially account for inflation since the last rate increase, and appointing two Deputy City Attorneys. The Amended Agreement shall take effect beginning with the August 2019 billing period.
Staff Report: Cyrus Abhar, City Manager.
Advances Goals: 5.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. 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.

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

UPCOMING MEETINGS	
Monday, August 19	5:30 PM Regular Meeting
Tuesday, August 27	5:30 PM Special Meeting/Work Session
Tuesday, September 3	4:00 PM Special Meeting/Regular Meeting
Monday, September 16	5:30 PM Regular Meeting
Tuesday, September 24	5:30 PM Special Meeting/Work Session
Monday, October 7	4:00 PM Special Meeting/Regular Meeting
Tuesday, October 8	CANCELLED SPECIAL MEETING
Tuesday, October 15	5:30 PM Special Meeting/Closed Session
Monday, October 21	5:30 PM Regular Meeting
Tuesday, October 22	CANCELLED SPECIAL MEETING
Tuesday, October 29	5:30 PM Special Meeting/Work Session
Monday, November 4	4:00 PM Special Meeting/Regular Meeting
Tuesday, November 12	5:30 PM Special Meeting/Work Session
Monday, November 18	5:30 PM Regular Meeting
Tuesday, November 26	5:30 PM Special Meeting/Work Session
Monday, December 2	4:00 PM Special Meeting/Regular Meeting
Tuesday, December 10	5:30 PM Special Meeting/Work Session
Monday, December 16	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8757
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council 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 Monday, August 05, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on Thursday, August 01, 2019 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, August 01, 2019 at Rancho Cordova, California.



Stacy Leitner, City Clerk

MEMORANDUM



DATE: August 5, 2019

TO: Honorable Mayor and Council Members

FROM: Jeff Schelldorf, Assistant Chief of Police

SUBJECT: RANCHO CORDOVA POLICE DEPARTMENT UPDATE ON CRIME SUPPRESSION UNIT (CSU) AND CRIME PREVENTION PROGRAMS

RECOMMENDATION

This update is both for informational purposes and for Council questions and discussion.

RESULT OF RECOMMENDED ACTION

This update is to provide Council with analysis on the impact of the Crime Suppression Unit (CSU) and other crime prevention programs currently deployed within the City of Rancho Cordova.

BACKGROUND

The Rancho Cordova Police Department currently has one (1) police sergeant and four (4) police officers assigned to CSU. The program is funded through the Community Enhancement Fund.

The Rancho Cordova Police Department has implemented long-term crime prevention initiatives. The intent of the presentation is to show Council the mission, goals and deployment strategies currently utilized in the program.



CITY COUNCIL MEETING

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

Monday, July 01, 2019

**4:00 PM – Special Meeting
Coloma Room**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Sander called the Special meeting to order in the Coloma Room at 4:02 PM.

Council Members Present: Budge, Gatewood, Terry, Sander.

Council Members Absent: McGarvey.

Staff Members Present: Abhar and Lindgren.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Attorney. Pursuant to Government Code section 54957.
- 3.2 **Subject:** CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54954.6. Agency Designated Representatives: Cyrus Abhar, City Manager; Unrepresented Employee: Adam Lindgren, City Attorney.

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

4. ADJOURNMENT OF SPECIAL MEETING

Vice Mayor Sander adjourned to the Regular meeting in the David B. Roberts Council Chambers at 5:20 PM.

5. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Vice Mayor Sander called the Regular Meeting to order in the David B. Roberts Council Chamber at 5:31 PM.

Council Members Present: Budge, Gatewood, Terry, Sander.

Council Members Absent: McGarvey.

Staff Members Present: Abhar, Carr, Chan, Delaney, Downton, Fadl, Harriman, Heisler, Jacobs, Joyce, Kniestedt, Leitner, Lindgren, Runner, Schelldorf, Siren, Sparkman, Stricker, Ulm, Verdun, Weber.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Larry Ladd led the pledge.

8. INVOCATION

Brittany Capruillo from River City Christian gave the invocation.

Report out from Closed Session: Vice Mayor Sander reported that City Council conducted the City Attorney's performance evaluation and determined the overall performance to the City has been outstanding.

9. PRESENTATIONS

- 9.1 Proclamation Honoring Mason Trujillo's Service to the Community Enhancement Fund Citizen Oversight Board.
- 9.2 City of Rancho Cordova All-America City Presentation.

City Council took a recess to celebrate the All-America City Award at 6:00 PM and returned to the dais at 6:29 PM.

10. PUBLIC COMMENT

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

- Larry Ladd
- Cindy Jackson
- Helen Whelan

Vice 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.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 13.1 through 13.7 by Budge second by Terry; Motion passed with a 4:0 roll call vote.

13.1 **Subject:** Meeting Minutes from the Regular City Council Meeting of June 17, 2019.

Recommendation: Adopt Minutes.

13.2 **Subject:** An Ordinance Amending Sections 16.83.105 and 16.84.065 of the Rancho Cordova Municipal Code to Remove a Sunset Date from the Fee Deferral Program for Certain Development Impact Fees.

Recommendation: Introduce and waive the first reading of the Ordinance.

Result of Recommended Action: If adopted, this Ordinance would amend sections of the Municipal Code to allow for the City's previously adopted development impact fee deferral program to continue without a sunset date. Approval by the City Manager, or his designee, is required for any deferrals.

Staff Report: Michelle Mingay, Senior Finance Analyst.

Advances Goal: 5.

13.3 **Subject:** A Resolution Accepting an Alcohol Policing Partnership Grant From the California Department of Alcohol Beverage Control in the Amount of \$65,262 and Authorizing the Chief of Police to Execute a Grant Agreement (Contract No. 122-2019).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Authorizes Chris A. Pittman, Chief of Police for the Rancho Cordova Police Department to execute Contract No. 122-2019, which will enable the Rancho Cordova Police Department to accept \$65,262 in grant money from the California Department of Alcohol Beverage Control to undertake education and enforcement of state laws regarding alcohol beverages, with a focus on general enforcement at on-sale and off-sale problem establishments.

Staff Report: Charles Pfau, POP Sergeant.

Advances Goals:

13.4 **Subject:** A Resolution Approving the Final Map of Douglas 98 Phase 2A, Subdivision No. FM-2018-004-03, and Execution of the Subdivision Improvement Agreement

(Contract No. 72-2019).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Approval of this recommended action will result in the City entering into Subdivision Improvement Agreement Contract No. 72-2019 guaranteeing the construction of public roads and utilities with Woodside 05N, LP and the recording of the final subdivision map creating 149 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1 and 2.

- 13.5 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 65-2019 in an Amount not to Exceed \$750,000 With Willdan Engineering for On-Call Construction Inspection and Engineering Development Review Services Through June 30, 2022.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract No. 65-2019 with Willdan Engineering in the amount of \$750,000 for construction inspection and engineering development review services through June 30, 2022.

Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.

Advances Goals: 1, 2 and 5.

- 13.6 **Subject:** A Resolution Rejecting All Proposals for Storm Drain Maintenance Services.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will reject all proposals for Storm Drain Maintenance Services.

Staff Report: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer.

Advances Goals: 2 and 5.

- 13.7 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 22-2014-3 with Coastline Water Resources to Extend the Contract Term from June 30, 2019 to October 1, 2019, Which Results in Increasing the Contract Amount by \$100,000 from \$2,864,700 to a Not to Exceed Amount of \$2,964,700.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 22-2014-3 with Coastline Water Resources, to extend the contract term from June 30, 2019 to October 1, 2019, which results in increasing the contract amount by \$100,000 from \$2,864,700 to an not to exceed amount of \$2,964,700 for drainage maintenance services.

Staff Report: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be collected on the Property Tax Roll.

Recommendation: Adopt the Resolution.

Result of Recommended Action: This action authorizes delinquent residential solid waste service charges to be collected on the 2019-20 property tax roll.

Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goal: 5.

Vice Mayor Sander opened the public hearing, seeing no speakers, Vice Mayor Sander closed the public hearing.

ACTION: Motion to approve item 14.1 by Terry second by Gatewood; Motion passed with a 4:0 roll call vote.

15. PUBLIC HEARING ITEMS

NONE.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Presentation on Solid Waste and Recycling Legislation.
Recommendation: Receive presentation. Council will not take any formal action on this item.
Result of Recommended Action: The presentation covers new State laws requiring the implementation of organics recycling programs and an update on the status of recyclables markets in California.
Staff Report: Albert Stricker, Director Public Works and Steve Harriman, Operations and Maintenance Division Manager.
Advances Goals: 1, 2, 3 and 5.

Vice Mayor Sander opened the public comment portion of the meeting. The following individuals addressed Council:

1. Derald Langwell

Seeing no additional speaker, Vice Mayor Sander closed the public comment portion of the meeting.

ACTION: Informational only. No action taken.

- 16.2 **Subject:** Direction and Approval on the SB 2 Planning Grant Application for the Purpose of Accelerating Housing Production.
Recommendation: Provide direction and approve the Resolution authorizing the application for, and receipt of, SB 2 Planning Grants Program Funds.
Result of Recommended Action: Action on this item will allow Staff to submit an application to the noncompetitive SB 2 Planning Grants Program for \$310,000 for the purpose of preparing plans and making process improvements that will accelerate housing production.
Staff Report: Stefan Heisler, Reinvestment Analyst.
Advances Goals: 1, 2, 5 and 6.

ACTION: Motion to approve item 16.2 by Terry second by Budge; Motion passed with a 4:0 roll call vote.

- 16.3 **Subject:** City of Rancho Cordova Community Engagement Strategic Plan Update.
Recommendation: Receive Community Engagement Strategic Plan update.
Result of Recommended Action: Receive an update to City Council on the

Community Engagement goals, tasks, and activities, as well as an overview of what's planned for 2020.

Staff Report: Lorianne Ulm, Community Engagement Analyst.

Advances Goals: 1, 2 and 3.

ACTION: Informational only. No action taken.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

Vice Mayor Sander adjourned the meeting at 8:05 PM in memory of Calvin Augusta, Officer Sullivan and Andrew Roberts.

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: August 5, 2019
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Senior Finance Analyst



SUBJECT: AN ORDINANCE AMENDING SECTIONS 16.83.105 AND 16.84.065 OF THE RANCHO CORDOVA MUNICIPAL CODE TO REMOVE A SUNSET DATE FROM THE FEE DEFERRAL PROGRAM FOR CERTAIN DEVELOPMENT IMPACT FEES

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance would amend sections of the Municipal Code to allow for the City's previously adopted development impact fee deferral program to continue without a sunset date. Approval by the City Manager, or his designee, is required for any deferrals.

BACKGROUND

Following the acute nationwide slowdown in the housing market in 2008, the City Council approved a temporary fee deferral program in an effort to encourage project completion and new development. Under the program, authorized in Sections 16.83.105 and 16.84.065 of the Municipal Code, the payment of certain development impact fees may be deferred. The City Council extended this program in 2009, 2010, 2013 and again in 2016.

Section 16.83.105 allows for City Manager approval of the deferral of impact fees related to the Sunrise Douglas community plan area. Section 16.83.065 allows for City Manager approval of the deferral of impact fees related to the transportation development impact fee program. If approved, an applicant may defer payment of the fees to the earlier of 24 hours prior to scheduling of final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. These sections are set to expire and therefore staff is requesting that Council approve the extension of the program.

The Ordinance before Council would extend the fee deferral program for the life of the development impact fee programs by removing a sunset date from the program, allowing the development community to continue to utilize this program if/when it benefits their projects.

FISCAL IMPACT

The proposed ordinance will have no financial impact to the City since all fees are still collected.

ATTACHMENTS

1. Ordinance
2. Development Impact Fee Deferral Program Guidelines

2664677.1

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2019****AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL AMENDING CHAPTER 16.83 AND CHAPTER 16.84 OF THE CITY'S MUNICIPAL CODE RELATED TO THE DEFERRAL OF DEVELOPMENT IMPACT FEES**

WHEREAS, in response to the nationwide slowdown in the housing market in 2008, the City of Rancho Cordova ("City") previously received requests from builders and the North State Building Industry Association (NSBIA) to consider deferring development impact fees; and

WHEREAS, the City responded to this market and customer need by allowing for the deferral of payment of certain developer impact fees from the issuance of building permit to the earlier of 24 hours prior to scheduling a final inspection, the certificate of occupancy, or one year from the date the deferral is approved by the City Manager; and

WHEREAS, the City Council desires to continue this practice in order to encourage quality development and drive diverse economic opportunities in the City; and

WHEREAS, Chapter 16.83 of the City Municipal Code establishes development impact fees to finance the cost of public facilities within the Sunrise Douglas Community Plan Area and Chapter 16.84 established the City-wide development impact fees for transportation improvements, and the sections allowing for deferral of these fees are set to expire; and

WHEREAS, this Ordinance amends the Municipal Code to allow for the deferral of both the development impact fees for the Sunrise Douglas Community Plan Area and the development impact fees for transportation to continue without an expiration date.

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

SECTION 1. Amendment of Code. Rancho Cordova Municipal Code Section 16.83.105, titled "Payment of Development Fees – Deferral," is hereby amended to read as follows:

16.83.105 PAYMENT OF DEVELOPMENT FEES – DEFERRAL.

Notwithstanding any other requirement in Section 16.83.100, due to the continued effects of the nationwide slowdown in the housing market and the City's desire to encourage quality development, the City Manager, or his/her designee, shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. ~~This section shall automatically expire and be of no force and effect after June 30, 2019.~~

SECTION 2. Amendment of Code. Rancho Cordova Municipal code Section 16.84.065, titled "Payment of Transportation Impact Fee –Deferral," is hereby amended to read as follows:

16.84.065 PAYMENT OF TRANSPORTATION IMPACT FEE – DEFERRAL.

Notwithstanding any other requirement in Section 16.84.060, due to the continued effects of the nationwide slowdown in the housing market and the City's desire to encourage quality development, the City Manager, or his/her designee, shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this

ATTACHMENT 1

Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. ~~This section shall automatically expire and be of no force and effect after June 30, 2019.~~

SECTION 3. Severability

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

SECTION 4. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 5th day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

2664590.1



City of Rancho Cordova

Development Impact Fee Deferral Program

LAST UPDATED: July 2019

Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA. 95670
Phone: 916-851-8700

www.cityofranchocordova.org

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Development Impact Fee Deferral Program

In order to help stimulate economic development and to be responsive to the needs of our customers, the City of Rancho Cordova is offering an interest-free fee deferral program for residential, commercial and industrial projects. Rather than requiring developers to pay all “development impact fees” at the time a building permit is issued, developers may request approval to defer the payment of select impact fees.

Program Highlights:

- Available to all new construction, including residential, retail, office and industrial
- Payment due at the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the application is approved
- Deferred fees shall be paid at the rates applicable at the time of building permit issuance
- Deferrals apply to City controlled fees only

Eligible Development Impact Fees

Fees within the City's control may be deferred. Deferral of fees that are collected by the City and passed through directly to the City's regional partners will require agreement between the City and the other agency.

The following is a list of fees eligible for deferral:

- Community Facility Fee - Library
- Park Renovation Fee
- Transportation Development Impact Fees
- Local Housing Trust Fund – (available to non-residential projects)
- Certain Specific Plan Area fees, including:
 - Capital Village fees for park renovation and transportation impact
 - Sunridge Douglas fees for interim sewer, roadway construction and transit shuttle program
 - Villages of Zinfandel fees for park renovation and roadway construction

The City will determine, at its discretion, and subject to approval by the City Manager, or his/her designee, the amount of the fees that can be deferred. The City will be reviewing anticipated cash outlays and/or contracts related to specific development impact fees considered for deferment to determine which fees can be deferred at any point in time.

Non-Residential Project Criteria

To be eligible for the deferral program, a project must meet at least one of the following criteria:

- Creates at least 25 full-time jobs
- Increases annual tax revenue by at least \$5,000

- Project is determined to be a “Catalyst Project” that will further economic development goals and objectives

Project Qualifications

To participate in the deferral program, all outstanding City invoices, fees and taxes must have been paid in full.

Fee Deferral Time Limits

- **Non-residential** projects - fees may be deferred until the earlier of final inspection, issuance of temporary or final certificate of occupancy, or twelve months from the date the fee deferral is approved.
- **Residential** projects - Fees may be deferred to the earlier of final inspection, or twelve months from the date the fee deferral is approved.

Processing Fee

The Fee Deferral Program is expected to result in costs to the City to implement and service the program. The fee for processing the deferral applications shall be \$250 per residential unit, commercial project or industrial project.

Issuance of the Building Permit

Prior to the anticipated date of pulling the building permit, applicants should submit a fee deferral application to the Building & Safety Division staff. The Finance Director and/or Economic Development Manager will then review and approve the application. Building permits will be issued following approval of the application.

Payment of Fees

Fees deferred are due and payable at the earlier of 24 hours prior to scheduling of final inspection, issuance of temporary or final certificate of occupancy, or one year from the date the fee deferral is approved. There will be no interest charged on the deferred fees.

How Do I Apply

Applications may be obtained by contacting the City's Building & Safety Division at (916) 851-8760 or the Economic Development Department at (916) 851-8780.

Completed applications should be submitted to the Building & Safety Division Permit Counter.

Upon approval, the City will contact each applicant to inform them they may pull permits at the Building & Safety Division Permit Counter.

MEMORANDUM



DATE: August 5, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 133-2019 WITH WEST YOST ASSOCIATES, INC. IN THE NOT TO EXCEED AMOUNT OF \$450,000 TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY'S ZONE 11A DRAINAGE IMPACT FEE PROGRAM AND DEVELOPMENT REVIEW**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract No. 133-2019 with West Yost Associates, Inc. in an amount not to exceed \$450,000. This contract is necessary to cover the ongoing work associated with technical review of drainage studies and improvement plans for development projects and assistance with the establishment of the City's Zone 11A Drainage Impact Fee Program. The contract would be for a three-year term.

BACKGROUND

In April 2019, a Request for Qualifications was advertised to establish a pre-qualified list of consultant firms from which the Public Works Department may select consultants on an as-needed basis for Civil Design Services, Professional Land Surveying, Environmental and Stormwater Services in the City of Rancho Cordova. West Yost Associates was selected as one of the six firms on the pre-qualified list.

The City is seeking to execute Contract No. 133-2019 with West Yost Associates in an amount not to exceed \$450,000 to perform technical review of drainage studies and improvement plans for development projects and provide assistance to establish the City's Zone 11A Drainage Impact Fee Program. The contract term will start on July 1, 2019 and end on June 30, 2022.

FISCAL IMPACT

Funding will be from the City's Stormwater Utility Fee and from fees charged to developers for drainage study and plan review work. There is no impact to the general fund.

ATTACHMENTS

1. Resolution
2. Contract No. 133-2019

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO.
133-2019 WITH WEST YOST ASSOCIATES, INC. IN THE NOT TO EXCEED AMOUNT OF
\$450,000 TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY'S ZONE 11A DRAINAGE
IMPACT FEE PROGRAM AND DEVELOPMENT REVIEW**

WHEREAS, stormwater engineering services are necessary for the City to perform technical review of drainage studies and improvement plans for development projects and to establish the City's Zone 11A Drainage Impact Fee Program; and

WHEREAS, the City of Rancho Cordova selected West Yost Associates as one of six firms to be added to the City's 2019 pre-qualified list of engineering consulting firms; and

WHEREAS, the City desires to execute a contract with West Yost Associates, Inc. to perform ongoing stormwater engineering services in the not to exceed amount of \$450,000; and

WHEREAS, those services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the City will execute a new contract for the term beginning July 1, 2019 and ending June 30, 2022; and

WHEREAS, there are sufficient funds budgeted to cover the cost of Contract No. 133-2019.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 133-2019 with West Yost Associates, Inc. in an amount not to exceed \$450,000 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

Resolution No. XX-2019

ATTACHMENT 2
CONTRACT NO. 133-2019

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
WEST YOST ASSOCIATES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and West Yost Associates "Professional" as of July 1, 2019.

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 June 30, 2022, 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 \$450,000 (FOUR HUNDRED FIFTY THOUSAND DOLLARS) 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.

ATTACHMENT 2

CONTRACT NO. 133-2019

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 Item Omitted Intentionally.

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.

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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

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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

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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

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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

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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.

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- 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

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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

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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.

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- 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.

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CONTRACT NO. 133-2019

- 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.

ATTACHMENT 2
CONTRACT NO. 133-2019

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 Dalia Fadl, Senior Civil Engineer ("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:

Mark Kubik, Principal Engineer
West Yost Associates
2020 Research Park Drive, Suite 100
Davis, CA 95618
MKubik@WestYost.com

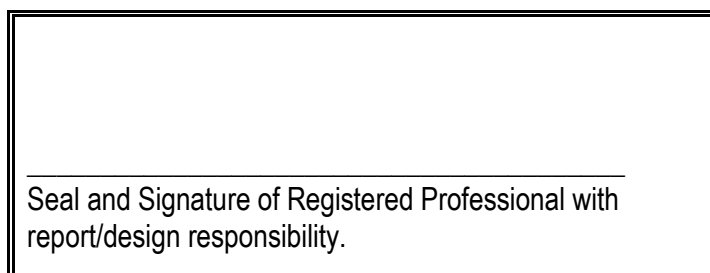
Email Address (for Insurance Update Requests)
lehresman@westyost.com

Any written notice to City shall be sent to:

ATTACHMENT 2
CONTRACT NO. 133-2019

Dalia Fadl, PE
 Senior Civil Engineer
 Public Works Department
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
DFadl@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.

SIGNATURE PAGE FOLLOWING

ATTACHMENT 2
CONTRACT NO. 133-2019

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

Mark Kubik, Principal Engineer

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk, CMC

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

ATTACHMENT 2
CONTRACT NO. 133-2019

EXHIBIT A
SCOPE OF SERVICES



July 17, 2019

Ms. Dalia Fadl
City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

SUBJECT: Scope of Work for On-Call Drainage Engineering Services

Dear Dalia:

West Yost Associates (West Yost) appreciates being selected to provide on-call drainage engineering services to the City of Rancho Cordova (City). We welcome the opportunity to continue providing drainage engineering services to the City. Based on our prior work with the City, we anticipate that the drainage engineering services could include the following:

- Preparation of drainage master planning to assess the performance level of existing drainage facilities, to define existing deficiencies that could result in drainage or flooding issues, and to recommend improvements to correct the deficiencies.
- Technical review of drainage studies and drainage facility designs prepared by other engineers.
- Preparation of floodplain mapping and map change (Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR)) applications to FEMA.
- Assistance with establishing a drainage fee program to replace or supplement Sacramento County's Zone 11 fee program.

Also, attached for your use is West Yost's 2019 Billing Rate Schedule. This rate schedule is updated annually on January 1.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in blue ink, reading "Mark Kubik".

Mark O. Kubik, PE
Principal Engineer
RCE #50963

Attachment: A. West Yost 2019 Billing Rate Schedule

ATTACHMENT 2
CONTRACT NO. 133-2019

EXHIBIT B
COMPENSATION SCHEDULE



2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$281
Engineering/Scientist/Geologist Manager I / II	\$259 / \$271
Principal Engineer/Scientist/Geologist I / II	\$235 / \$249
Senior Engineer/Scientist/Geologist I / II	\$210 / \$221
Associate Engineer/Scientist/Geologist I / II	\$183 / \$196
Engineer/Scientist/Geologist I / II	\$148 / \$171
Engineering Aide	\$85
Administrative I / II / III / IV	\$75 / \$94 / \$114 / \$125
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$267 / \$277
Principal Tech Specialist I / II	\$245 / \$255
Senior Tech Specialist I / II	\$225 / \$235
Senior GIS Analyst	\$205
GIS Analyst	\$193
Technical Specialist I / II / III / IV	\$143 / \$163 / \$184 / \$204
CAD Manager	\$163
CAD Designer I / II	\$126 / \$142
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$267
Construction Manager I / II / III / IV	\$161 / \$172 / \$184 / \$232
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$141 / \$157 / \$174 / \$181
Apprentice Inspector	\$128
CM Administrative I / II	\$69 / \$92

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually



2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

MEMORANDUM

DATE: August 5, 2019

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



**SUBJECT: HAMPTON INN FAÇADE RENOVATIONS MAJOR DESIGN REVIEW;
PROJECT NO. DD9874 – LOCATED AT 10755 GOLD CENTER DRIVE**

PROPERTY OWNER: CNI THL SMB LLC 5851 Legacy Circle, Suite 400 Plano, TX 75024	APPLICANT/DEVELOPER: Universal Solutions Permits Ms. Rachel Book 15351 Abierto Drive Rancho Murieta, CA 95683
PROJECT: The applicant is requesting a Major Design Review for a façade renovation on an existing three- story hotel building, The Hampton Inn. FILE: DD9874 LOCATION: 10755 Gold Center Drive ZONING: Office Professional Mixed Use APN: 072-0610-086-0000 PLANNER: June Cowles, Senior Planner	

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would allow the applicant to obtain the necessary construction permits to begin renovations on the exterior façade of the existing Hampton Inn.

BACKGROUND

The project site includes an existing three-story 39,295 square foot Hampton Inn hotel. The hotel was built in 1999 and is located at 10755 Gold Center Drive. The Hampton Inn is currently renovating the hotel interior rooms. **See Figure 1: Site Location and Figure 2: Existing Building Elevations.**

REQUIRED PERMITS AND REGULATORY BASIS

Zoning Code Chapter 23.141 “Major Design Review” states that any façade renovations exceeding 200 linear feet of frontage of an existing building requires a Major Design Review. As part of the Design Review process, the site design was reviewed for consistency with all

development standards while the proposed architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

Figure 1: Site Location

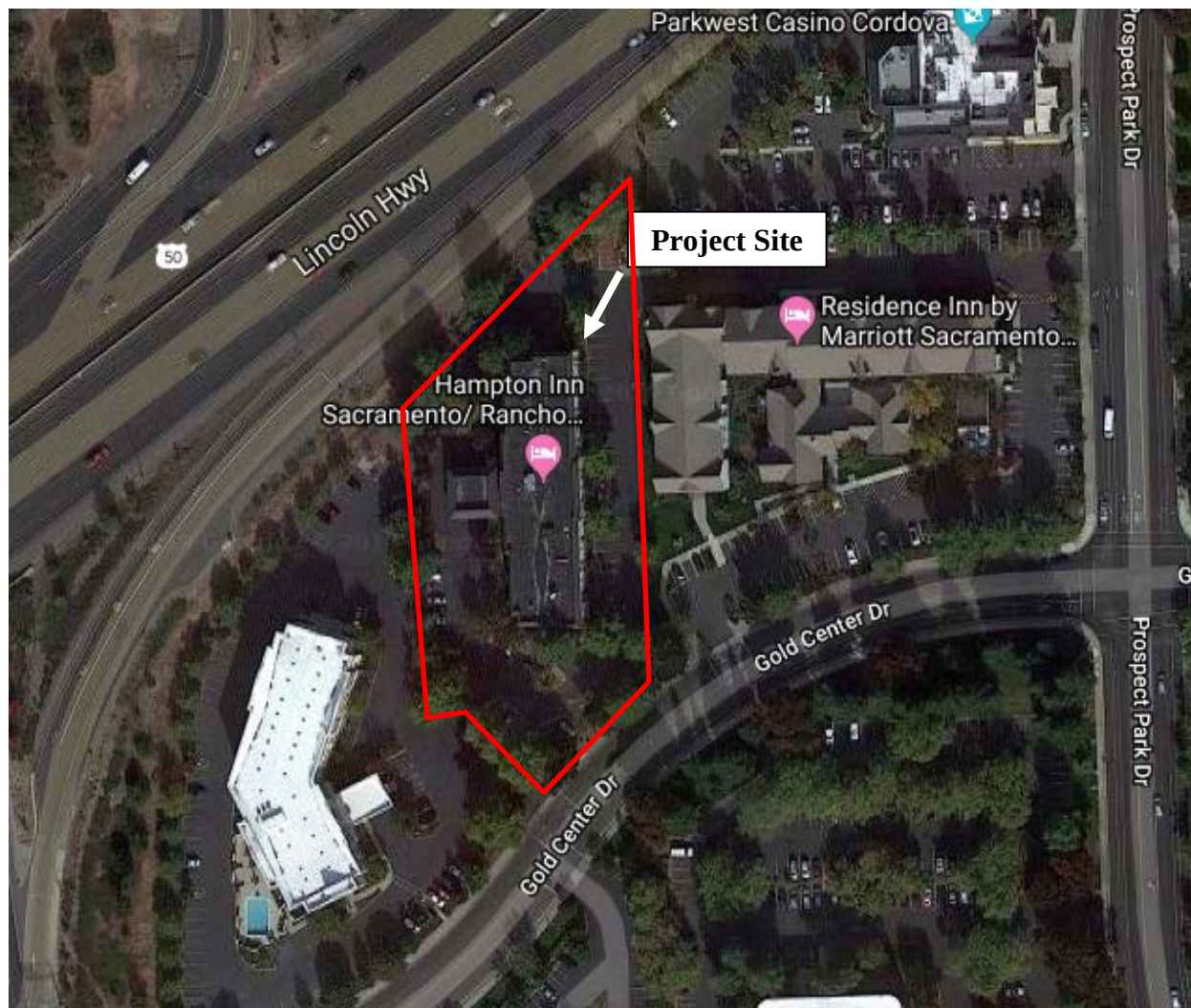


Figure 2: Existing Building Elevation (Main Entrance, Side and Rear Elevations)





PROJECT DESCRIPTION

The applicant is requesting a major design review for a façade renovation (**Figure 3: Proposed Façade Renovation Elevations** and **Figure 4: Proposed Exterior Finishes**) that includes the following:

- Removal of the mansard roof on the building and porte cochere and replace with a parapet roof line
- Addition of a stacked stone wainscot
- Addition of a wood-look cladding
- New paint scheme

Figure 3: Proposed Façade Renovation Elevations



Figure 4: Proposed Exterior Finishes



GENERAL PLAN AND ZONING ORDINANCE CONSISTENCY

General Plan

The project site is located within the Downtown Planning Area Office Mixed Use designation. The Downtown has already been urbanized, revitalization efforts will need to be undertaken by the City and landowners to remake the area into a vibrant “city center”. This process will require significant investment by various service providers and demolition, redevelopment, and enhancement of some of the existing developments. The proposed façade renovation is consistent with the concept of the Downtown Planning Area.

Zoning Code

The project site is zoned Office Professional Mixed Use (OPMU) which allows for Hotel/Motel uses. The OPMU district is intended to designate property primarily for the development of larger office buildings and business parks with supporting retail and service uses.

ANALYSIS

Architecture

The proposed renovation of the three-story existing hotel includes the following architecture elements:

- **Roofline:** Removal and replacement of the mansard roof on the building roof and porte cochere. The proposed roof replacement/renovation includes a horizontal line roof for an updated modern architecture appearance.
- **Wainscot:** The addition of the stacked stone wainscot material provides a variation in the building material, creating a visual interest along the building elevations.

- New Cladding: The wood-look cladding material addition creates visual interest and natural element to the building elevations.
- New Paint: The new paint scheme is complementary to the natural tones of the stacked stone and wood cladding. The new paint colors are a warm white, a medium brown/grey tone, and a dark brown accent color.

City Design Guidelines

The proposed plans were reviewed in accordance with Zoning Code Section 23.141 and the design guidelines for Commercial buildings. Design review approval should be granted when all of the findings defined in Zoning Code Section 23.141.070 can be made. The required findings and evidence to support them are contained within this staff report as well as in the Resolution (Attachment 1).

Major Design Review Permit

The Major Design Review Permit as conditioned adheres to the approval findings as defined by Zoning Code Section 23.141.070 as follows:

- 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 General Plan Designation for the subject property is Office Mixed Use. The building is an existing 3-story hotel built in 1999. The proposed renovations do not include any additions but rather to the façade. The proposed project has been designed to meet all applicable Zoning regulations and adequately meets the objectives of the City Design Guidelines.

- 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 site has been analyzed to confirm there is adequate parking per the zoning code requirements of 1 parking space per room. The updated architecture and revised color scheme of the buildings will enhance the character of a pivotal location visible from Highway 50.

- 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 building is architecturally consistent with the existing buildings in the surrounding office and hotel area. The new material, wood cladding and stacked stone improvements and variations of white, brown and dark brown in the color scheme will reduce the overall massing by breaking up the building façade with multiple defined edges emphasizing main entrances for the building. No signage was included with this application.

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

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

FISCAL IMPACTS

Staff estimates the project's fiscal impacts to the City to be positive due to the project's proposed revitalization of the existing commercial building. The Hampton Inn lobby and guest rooms are currently being updated. The project has received a response from our Economic Development team which states,

"The hospitality industry is an important segment of the Rancho Cordova business community and efforts to reinvest through capital improvement projects indicate a healthy market. The exterior refresh will help the hotel foster positive reception thereby increasing demand and occupancy and creating additional Transient Occupancy Tax revenue. The refresh will also positively impact the overall impression of the surrounding area."

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), the project site is fully developed and the proposed improvements to the building facades will not have the potential for causing a significant effect on the environment.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15301 and adopt the Resolution for the Major Design Review for The Hampton Inn Façade Renovations – Project No. DD9874, subject to the findings, Project Plans (Exhibit A) and Conditions of Approval (Exhibit B).

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Project Plans
3. Exhibit B to the Resolution - Conditions of Approval
4. 500' Radius Map with Mailing Labels

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE HAMPTON INN FACADE RENOVATIONS MAJOR DESIGN REVIEW
PROJECT NO. DD9874**

WHEREAS, The Hampton Inn (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review for a façade renovation of the existing building; a revised building and porte-cochere roofline, new color scheme, and new exterior materials, located at 10755 Gold Center Drive (Assessor's Parcel Number: 072-0610-086-0000); and

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

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

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

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15301 (Existing Facilities) in that the project site is fully developed and the proposed improvements to the building facades will not have the potential for causing a significant effect on the environment.
- B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.070 and evidence as follows:
 1. *Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.*

Evidence:

The General Plan Designation for the subject property is Office Mixed Use. The building is an existing 3-story hotel built in 1999. The proposed renovations do not include any additions but rather to the façade. The proposed project has been designed to meet all applicable Zoning regulations and adequately meets the objectives of the City Design Guidelines.

ATTACHMENT 1

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

Evidence: The site has been analyzed to confirm there is adequate parking per the zoning code requirements of 1 parking space per room. The updated architecture and revised color scheme of the buildings will enhance the character of a pivotal location visible from Highway 50.

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

Evidence: The proposed building is architecturally consistent with the existing buildings in the surrounding office and hotel area. The new material, wood cladding and stacked stone improvements and variations of white, brown and dark brown in the color scheme will reduce the overall massing by breaking up the building façade with multiple defined edges emphasizing main entrances for the building. No signage was included with this application.

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

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, CMC, City Clerk



HAMPTON INN
EXTERIOR RENOVATION

SACRAMENTO/RANCHO CORDOVA, CALIFORNIA
INNCODE: SACHH

Colony Northstar + The John Hardy Group



AIMBRIDGE Project No: 576009
FRCH Project No: 034994.000

REVISION 03 - PERMIT SET	12.06.2018	← ⊕
REVISION 02	11.20.2018	
REVISION 01	11.05.2018	
ISSUED TO BRAND	10.12.2018	

Index to Drawing Symbols

Index to Drawing Symbols table with columns for symbol, description, and notes. Includes symbols for Match Line, Reference Tag, Section Reference, Enlarged Reference, Wall Partition Type, and various construction details like Elevation Reference, Revision Cloud, Structural Grid, and Finish Identification.

Abbreviations & Definitions

Table with multiple columns listing abbreviations and their definitions. Includes sections for 'Where additional abbreviations, or word definitions, are defined by another discipline and a conflict occurs', 'Necessary Requirements', and a large table of abbreviations for various construction materials and components.

General Architectural Notes for Project:

- 1. REFER TO THE SEPARATE "FF&E SPECIFICATION MANUAL AND MATERIALS REFERENCE MANUAL (BIDNERS)" FOR DETAILED MANUFACTURER, MODEL, STYLE, FINISH, INSTALLATION, AND FABRICATION INFORMATION AS WELL AS THE RESPONSIBILITY SCHEDULE FOR ALL FF&E MATERIALS FOR THIS PROJECT.
- 2. REFERENCES TO "OWNER," "OWNER'S REPRESENTATIVE," "HILTON WORLDWIDE," "PROPERTY," OR ANY COMBINATION THEREOF, WITHIN THESE CONSTRUCTION DRAWINGS SHALL REFER TO THE OWNER'S CONSTRUCTION PROJECT MANAGER.
- 3. THE TERM "CONTRACTOR" AND "SUB-CONTRACTOR" ARE USED INTERCHANGEABLE WITHIN THIS SET AND ARE NOT INTENDED TO INDICATE A SPECIFIC CONTRACTUAL ARRANGEMENT BUT REFER TO A TRADE IN GENERAL OR SPECIFIC TERMS THAT WOULD BE RESPONSIBLE FOR A PARTICULAR PORTION OF THE PROJECT. THE TERM "GENERAL CONTRACTOR" & "G.C." ARE ALSO USED INTERCHANGEABLY WITHIN THIS SET.
- 4. THESE DRAWINGS ARE PREPARED FOR THE PURPOSES OF CONSTRUCTION ONLY. THESE DRAWINGS ARE NOT TO BE USED FOR MAINTENANCE PURPOSES UNLESS IDENTIFIED AS "RECORD DRAWINGS", AS ACTUAL CONDITIONS MAY VARY FROM THOSE INDICATED ON THESE DRAWINGS DUE TO CHANGE ORDERS, ALTERATIONS BY OTHERS, FIELD CONDITIONS, ETC.
- 5. DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR SPECIFIC LAYOUT DIRECTION ARE THE ONLY ACCEPTABLE MEANS OF LOCATION.
- 6. ALL DIMENSIONS ARE TO FINISH FACE OF GYPSUM BOARD AND/OR INDICATED MATERIAL, CENTERLINE OF COLUMNS, FACE OF CONCRETE, EDGE OF SLAB OR EDGE OF OPENING (U.N.O.)
- 7. THE GENERAL CONTRACTOR IS RESPONSIBLE TO EXECUTE THE DESIGN INTENT INDICATED FOR ALL WORK INDICATED, OR INFERRED, WITHIN THESE CONSTRUCTION DOCUMENTS UNLESS SPECIFICALLY NOTED "BY OTHERS" AND/OR "N.L.C.". IN ADDITION, THE GENERAL CONTRACTOR AND EACH SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING, AND SCHEDULING ALL CONSTRUCTION RELATED WORK, IDENTIFIED OR OTHERWISE, WITHIN THESE DOCUMENTS. COORDINATION SHALL INCLUDE WORK SPECIFICALLY IDENTIFIED AS: "BY OTHERS" AND/OR "N.L.C."
- 8. WITHIN THESE CONTRACT DOCUMENTS SPECIFIC RESPONSIBILITIES ARE INDICATED FOR SOME WORK, WHERE SPECIFIC RESPONSIBILITIES ARE NOT INDICATED, THE GENERAL CONTRACTOR SHALL REFER TO THE OWNER'S SCOPE DOCUMENT(S) FOR ADDITIONAL INFORMATION AND GENERATE THEIR OWN SCOPE DOCUMENT TO ISSUE TO THEIR SUB-CONTRACTORS. EACH SUB-CONTRACTOR SHALL REFER TO THE GENERAL CONTRACTORS SCOPE DOCUMENT(S) TO FURTHER CLARIFY THEIR SCOPE RESPONSIBILITIES.
- 9. CONTRACTORS SHALL ADHERE TO ALL DESIGN CRITERIA INCLUDED WITHIN THE CONSTRUCTION DOCUMENTS UNLESS SPECIFICALLY MODIFIED BY AN ADDENDUM, BULLETIN, OR FIELD SKETCH AS ISSUED BY THE ARCHITECT OR ENGINEER(S).
- 10. UNFORTUNATELY DISCREPANCIES AND INCONSISTENCIES WITHIN CONSTRUCTION DOCUMENTATION ARE A FACT OF LIFE. EACH CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR, WHO SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER WHEN DISCREPANCIES ARE FOUND WITHIN THE CONSTRUCTION DOCUMENTS AND WHEN DISCREPANCIES BETWEEN THE DRAWINGS AND EXISTING CONDITIONS ARE IDENTIFIED. FOR BIDDING/PRICING PURPOSES, CONTRACTORS SHALL USE THE MORE RESTRICTIVE OR MORE EXPENSIVE OPTION WHEN INCONSISTENCIES ARE FOUND UNLESS CLARIFIED WITH A PRE-BID RFI. WORK SHALL NOT PROCEED IN THESE AREAS UNTIL SAID DISCREPANCIES ARE RESOLVED.
- 11. IN THE EVENT THE GENERAL CONTRACTOR DOES NOT INFORM THE PROJECT MANAGER OF A DISCREPANCY WITHIN THE DOCUMENTATION, THEY WILL BE RESPONSIBLE TO COMPLY WITH THE MORE RESTRICTIVE/MORE EXPENSIVE OPTION. DISCREPANCIES WITHIN THE DRAWINGS OR BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS SHALL NOT BE A REASON FOR EXTRA COST, OR A DELAY IN THE COMPLETION OF THE PROJECT. WORK SHALL BE PERFORMED PER THE INTENT OF THE CONTRACT DOCUMENTS AT NO EXTRA COST TO THE OWNER. MODIFICATIONS TO DETAILS APPLICABLE TO EXISTING CONDITIONS ARE SUBJECT TO REVIEW BY THE ARCHITECT AND/OR ENGINEER.
- 12. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING DIMENSIONS, CONDITIONS, CONSTRUCTION, MATERIALS, DETAILS, ETC. BY OBSERVATION, INVESTIGATION AND THROUGH MEASUREMENTS TAKEN AT THE JOB SITE. THEY SHALL TAKE ANY AND ALL MEASUREMENTS NECESSARY TO VERIFY THE EXISTING CONDITIONS AGAINST DRAWINGS SO AS TO PERFORM THEIR WORK PROPERLY PRIOR TO THE PREPARATION OF SHOP DRAWINGS, FABRICATION ORDERING OF MATERIALS, OR ACTUAL CONSTRUCTION OF THE PROJECT. THE CONTRACTOR ALONE IS RESPONSIBLE FOR THE PROPER FITTING, CONNECTION AND INSTALLATION OF MATERIALS AND EQUIPMENT.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF THEIR WORK DURING FABRICATION, TRANSIT, STORAGE, INSTALLATION, AND UNTIL FINAL OWNER ACCEPTANCE. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN ALL WORK AS WELL AS REPAIR AND REFRESH ANY DAMAGE TO THE SATISFACTION OF THE ARCHITECT, INTERIOR DESIGNER AND THE OWNER AS PART OF THE BASE CONTRACT.
- 14. ALL CONSTRUCTION ELEMENTS SHALL BE INSTALLED PER THE CONSTRUCTION DOCUMENTS AND THE MANUFACTURERS STANDARD RECOMMENDATIONS AND INSTALLATION INSTRUCTIONS. WHERE ADDITIONAL U.L., ASTA, TRADE BUILD, AND/OR TRADE ASSOCIATION INFORMATION IS REFERENCED IN THESE DOCUMENTS OR MANUFACTURERS DOCUMENTATION, THOSE REQUIREMENTS SHALL ALSO BE FOLLOWED. THE CONTRACTOR INSTALLING SAID ELEMENTS, SHALL ENSURE THE SUBSTRATE BEING INSTALLED OVER COMPLIES WITH THE ANY REFERENCED REQUIREMENTS. WHERE THE SUBSTRATE IS NEW CONSTRUCTION PREVIOUSLY INSTALLED BY ANOTHER TRADE, THE PREVIOUS TRADE SHALL BE RESPONSIBLE FOR REMEDIATION OF THEIR WORK PRIOR TO THE NEXT TRADE PROCEEDING IF IT DOES NOT MEET THE REQUIRED STANDARDS.
- 15. THE CONTRACTOR SHALL REMEDY WITHOUT COST TO THE OWNER, ANY DEFECTS DUE TO THEIR FAULTY WORKMANSHIP OR INSTALLATION OVER IMPROPER SUBSTRATE WITHOUT PRIOR CORRECTION.
- 16. THE INTERIOR DESIGNER HAS ENDORSED TO ENSURE CODE COMPLIANCE BUT IT IS STILL THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND EACH SUB-CONTRACTOR TO ENSURE THAT THEIR WORK IS INSTALLED AND MEETS THE REQUIREMENTS OF ALL APPLICABLE CODES, ORDINANCES, AND ANY JURISDICTION HAVING AUTHORITY. THE CONTRACTOR SHALL OBTAIN APPROVAL AND INSPECTIONS OF THE GOVERNING AUTHORITIES.
- 17. IT IS THE INTENTION OF THE NOTES AND KEYNOTES LOCATED ON THE VARIOUS SHEETS(S) WITHIN THIS DRAWING SET TO IDENTIFY CONSTRUCTION ELEMENTS, NOT NECESSARILY DESCRIBE ENTIRE ASSEMBLIES OR PROCESSES. THE INSTALLATION OF SAID ELEMENT SHOULD INCLUDE ALL ASSOCIATED CONSTRUCTION NECESSARY TO ACHIEVE INSTALLATION AND OPERATION (USE) OF SAID ITEM. FOR EXAMPLE, THE INSTALLATION OF CERAMIC TILE SHALL INCLUDE (BUT NOT LIMITED TO) THE SURFACE PREPARATION, MASTIC, GROUT, EDGE STRIPS, SEALING, CLEANING, ETC. IN ADDITION, IF THE PLUMBER INSTALLS A LAVATORY, IT MEANS HE/SHE SHALL PREPARE SURFACE(S), SET LAVATORY, SEAL AROUND BOWL, PROVIDE FAUCET, AND CONNECT TO PLUMBING AS NECESSARY TO ACHIEVE AN AESTHETICALLY PLEASING, ADA/AG COMPLIANT (WHERE REQUIRED), OPERATIONAL LAVATORY UPON COMPLETION OF THE PROJECT.
- 18. PROVIDE DRYWALL TRIM AT ALL EXPOSED EDGES & OUTSIDE CORNERS OF GYPSUM WALLBOARD CONSTRUCTION. J-BEAD OR OTHER NON-DRYWALL COMPOUND EMBEDDED TRIM PIECES ARE PROHIBITED (U.N.O.)
- 19. ALL FRAMING LUMBER, WOOD NAILERS, BLOCKING, RAISED PLATFORM FRAMING, PLYWOOD, OTHER CONCEALED WOOD MATERIALS WHERE DETAILED, OR REQUIRED, FOR THE ATTACHMENT OF FINISHED MATERIALS SHALL BE TREATED WITH FIRE-RETARDANT (F.R.T.) CHEMICALS IN ACCORDANCE WITH ASTM E84-77. THE MATERIAL SHALL BEAR THE IDENTIFICATION OF AN AUTHORITY TESTING OR INSPECTION AGENCY ACCEPTABLE TO THE GOVERNING AGENCY WITH THE PERFORMANCE RATING THEREOF. NO F.R.T. WOOD SHALL BE INSTALLED WITHIN A SHR. (OR GREATER) RATED WALL OR BE EXPOSED AND ABOVE SPRINKLER COVERAGE.
- 20. WOOD MOULDINGS, TRIM PANELS, AND THE LIKE SHALL BE INSTALLED DIRECTLY OVER A FIRE-RESISTIVE AND/OR NON-COMBUSTIBLE SUBSTRATE WITH MECHANICAL FASTENERS AND/OR ADHESIVE. FURRED OUT CONSTRUCTION, IF UTILIZED, SHALL BE FIRE-STOPPED WITH SOLID F.R.T. BLOCKING (OR OTHER NON-COMBUSTIBLE MATERIAL) SPACED A MAXIMUM OF 8'-0" ON CENTER IN ALL DIRECTIONS. OPTIONALLY, THE ENTIRE CAVITY BEHIND THE STAND-OFF OR FURRED CONSTRUCTION MAY BE FILLED WITH INORGANIC OR NON-COMBUSTIBLE MATERIAL.
- 21. WHERE NEWLY INSTALLED CONSTRUCTION ABUTS PREVIOUSLY INSTALLED OR EXISTING MATERIALS, THESE ADJACENT AREAS SHALL BE TOUCHED-UP AND FINISHED TO BLEND WITH THE NEWLY INSTALLED CONSTRUCTION, COORDINATE WITH THE ARCHITECT OR DESIGNER AS NECESSARY.
- 22. ALL WORK SHALL BE DONE TO MEET OR EXCEED THE STANDARDS OF THE CONSTRUCTION PRACTICES FOR EACH TRADE.
- 23. ALL WORK AND FINAL FINISHED PRODUCTS SHALL BE COMPLETE IN EVERY RESPECT TO THE SATISFACTION OF THE PROJECT MANAGER, ARCHITECT, INTERIOR DESIGNER, AND ENGINEERS.

General Demolitions Notes:

- 1. DEMOLITION SHALL NOT BE LIMITED SOLELY TO THOSE ITEMS SHOWN WITHIN THE DEMOLITION DRAWING(S).
- 2. THE FULL SCOPE OF DEMOLITION REQUIRES A REVIEW OF THE ENTIRE DOCUMENT DRAWING SET, AS WELL AS A SITE VISIT TO REVIEW THE PROJECT SITE. CONTRACTOR SHALL REVIEW ANY EXISTING DOCUMENTATION OF THE PROJECT SPACE TO BETTER UNDERSTAND THE EXISTING CONDITIONS. OMISSIONS WHICH OCCUR DUE TO INCOMPLETE REVIEW WILL NOT BE ENTERTAINED.
- 3. REMOVE FROM THE SITE AND LEGALLY DISPOSE OF ALL REFUSE, DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. DEBRIS SHALL BE REMOVED ON A REGULAR BASIS SO IT DOES NOT INTERFERE WITH THE DEMOLITION/CONSTRUCTION WORK OR THE NORMAL OPERATIONS OF THE FACILITY, BECOME A SAFETY HAZARD, OR EXCEED THE STRUCTURAL LOAD CAPABILITIES OF THE BUILDING. COORDINATE REMOVAL WITH APPLICABLE RESTRICTIONS ON ADJACENT RIGHTS OF WAY.
- 4. CONTRACTOR SHALL LEAVE THE SPACE(S) BROOM CLEAN AND READY TO RECEIVE NEW CONSTRUCTION.
- 5. IF DIRECTED, SALVAGE ANY ITEMS SPECIFICALLY IDENTIFIED BY THE OWNER/ ARCHITECT OR ENGINEER FOR REUSE. STORE ITEMS IN A PROTECTED LOCATION ON SITE, OR IF DIRECTED PROVIDE LOCAL OFF SITE STORAGE AND LOCAL REDELIVERY AS REQUIRED.
- 6. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND, FEDERAL CODES, AS WELL AS GOVERNING AUTHORITIES HAVING JURISDICTION. ADHERE TO REGULATIONS PERTAINING TO THE SAFETY OF PERSONS, PROPERTY, AND ENVIRONMENTAL PROTECTION.
- 7. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT STRUCTURES. CONTRACTOR SHALL ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT DAMAGE OR INJURY RESULTING FROM DEMOLITION WORK. CONTRACTOR SHALL SEEK PROFESSIONAL ADVICE, WHEN NEEDED, IN THE DESIGN AND PLACEMENT OF SUCH SHORING AND BRACING.
- 8. CONTRACTOR SHALL EXERCISE CAUTION WHEN REMOVING CONSTRUCTION WHERE THE EXISTING CONDITIONS ARE UNCLEAR. IN SUCH CASES, CONTRACTOR SHALL REMOVE THE NECESSARY CONSTRUCTION TO EXPOSE THE UNDERLYING ELEMENTS PRIOR TO PROCEEDING WITH DEMOLITION. WHENEVER THE REMOVAL OF BUILDING ELEMENTS MAY, OR WILL, CREATE AN UNSTABLE, OR UNSAFE CONDITION, DO NOT PROCEED WITH DEMOLITION UNTIL THE CONCERN IS REVIEWED BY THE OWNER AND ARCHITECT. AT ANY TIME DURING DEMOLITION, CONTRACTOR SHALL CEASE OPERATIONS IF THE SAFETY OF THE STRUCTURE APPEARS TO BE ENDANGERED. PROVIDE BRACING/SHORING TO STABILIZE STRUCTURE AND IMMEDIATELY CONTACT THE OWNER AND ARCHITECT TO DETERMINE AN APPROPRIATE DIRECTION. DO NOT RESUME NORMAL OPERATIONS UNTIL SAFETY IS RESTORED.
- 9. COORDINATE WITH AND PROVIDE 48 HOURS MIN. NOTICE TO PROJECT MANAGER AND BUILDING MANAGEMENT WHEN CUTTING, SHUTTING OFF OR REMOVING COMMUNICATION LINES, WET OR DRY UTILITIES OR OTHER BUILDING SERVICE ELEMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR MECH., ELEC., PLUMBING REMOVAL AND ABANDONMENT OF THE EXISTING CONSTRUCTION WITHIN THE PROJECT AREA. ELECTRICAL ELEMENTS SHALL BE REMOVED TO NEAREST ACTIVE JUNCTION BOX TO REMAIN. CONTRACTOR SHALL BE ALERT TO SITUATIONS WHERE FIELD CONDITIONS FOR EXISTING, M.E.P. OR FIRE PROTECTION SERVICE WOULD RESULT IN A "SERVICE INTERRUPTION" WITH THE REMOVAL OF SAID SERVICE PER DOCUMENTATION. IF THERE IS NO PROVISION TO RETAIN OR REPLACE SERVICE, CONTACT OWNER AND ARCHITECT TO IDENTIFY A SOLUTION. DO NOT PROCEED WITH SERVICE INTERRUPTION UNTIL SUCH TIME. REFER TO PROJECT MANAGERS RESTRICTIONS ON PERFORMANCE OF NOISY WORK.
- 10. IT IS THE INTENT THAT ALL DEMOLITION WORK ADJACENT TO EXISTING SURFACES THAT SHALL REMAIN TO BE REFINISHED SO AS TO PROVIDE AN EVEN FINISH THAT MATCHES THE ADJACENT SURFACE. IN CASES WHERE REQUIRED DEMOLITION RESULTS IN AN AREA THAT IS NOT SPECIFICALLY IDENTIFIED AS FINISHED CONCEALED COVERED, CONTRACTOR SHALL PATCH AND REPAIR SUCH WORK SO THERE IS NO EVIDENCE OF THE DEMOLITION. WHERE DEMOLITION WORK COMPROMISES FIRE RATED CONSTRUCTION, MOISTURE/VAPOR BARRIERS, OR SIMILAR "CONTAINMENT" CONSTRUCTION, CONTRACTOR SHALL PATCH AND REPAIR CONSTRUCTION TO MAINTAIN THE ORIGINAL BARRIER INTEGRITY.
- 11. MINIMIZE IMPACT OF DEMOLITION ON ALL ADJACENT SURFACES, FINISHES, AND ACTIVITIES. PROVIDE BARRIER PROTECTION (PLYWOOD) OVER ADJACENT SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS TO ADJACENT WORK IF OVER-DEMOLITION OCCURS.
- 12. IT IS THE INTENTION OF THE KEY NOTES LOCATED ON THE DEMOLITION SHEETS(S) TO IDENTIFY CONSTRUCTION ELEMENTS, NOT DESCRIBE ENTIRE ASSEMBLIES. THE REMOVAL OF SAID ELEMENT SHOULD INCLUDE ALL ASSOCIATED CONSTRUCTION (I.E. CERAMIC TILE SHOULD INCLUDE (BUT NOT LIMITED TO) THE TILE, MASTIC GROUT, TERRAZZO STRIPS, ETC.) U.N.O.

Project Description + Code Criterion

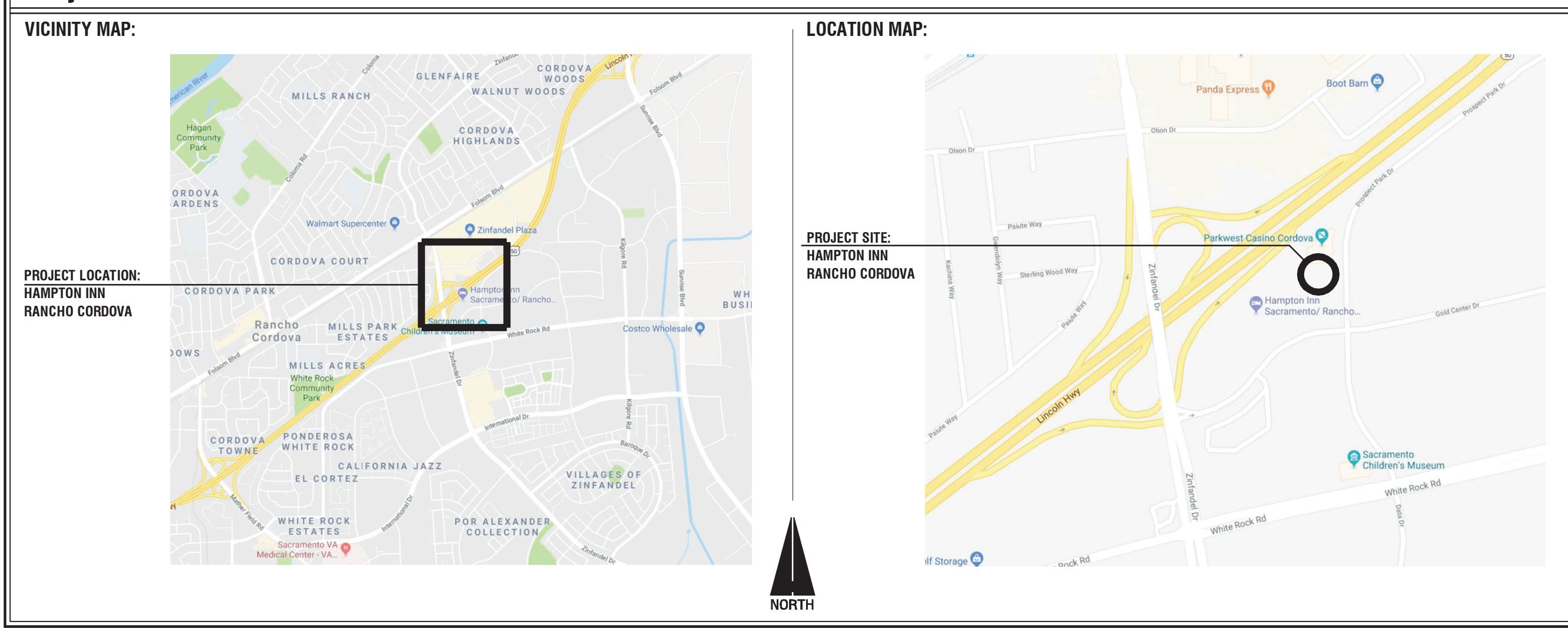
PROJECT DESCRIPTION:
THIS PROJECT WILL CONSIST OF AN EXTERIOR RENOVATION OF AN EXISTING HAMPTON INN HOTEL LOCATED WITHIN RANCHO CORDOVA CA. THE HOTEL IS A 3 STORY BUILDING WITH 86 GUESTROOMS. THE RENOVATION WILL INCLUDE A RE-IMAGING OF THE BUILDING IN KEEPING WITH THE NEW HAMPTON INN PROTOTYPE.
MODIFICATIONS TO THE LIFE SAFETY SYSTEM (ALARMS & SPRINKLERS SHOULD NOT BE NECESSARY)
OCCUPANCY IS UNCHANGED, EGRESS PATH IS UNCHANGED.
ELECTRICAL WORK INDICATED WITHIN THESE DOCUMENTS IS FOR THE PURPOSE OF IDENTIFYING SCOPE. THE HOTEL WILL CONTINUE TO OPERATE DURING DEMOLITION AND CONSTRUCTION
BUILDING CODE INFORMATION:
BUILDING CODES:
2016 CALIFORNIA BUILDING CODE (CBC)
2016 CALIFORNIA PLUMBING CODE (CPC)
2016 CALIFORNIA MECHANICAL CODE (CMC)
2016 CALIFORNIA ELECTRICAL CODE (CEC)
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
ROSEVILLE MUNICIPAL CODE (RMC)
OCCUPANCY:
MAJOR OCCUPANCY - R1 (HOTEL)
ACCESSORY OCCUPANCIES - A2 (BREAKFAST AREA)
A3 (MEETING ROOMS/SWIMMING POOL/FITNESS)
B (ADMINISTRATIVE OFFICES)
CONSTRUCTION TYPE:
TYPE V-A
-- AS CAN BE DETERMINED BY EXISTING CONSTRUCTION DOCUMENTATION AND IN THE ARCHITECT'S PROFESSIONAL OPINION.
FIRE SUPPRESSION:
FULLY SPRINKLERED (EXISTING)

Index of Drawings

Table with 5 columns: Drawing No., Drawing Description, Current Revision, Rev. Date, and Sheet Number. Lists drawings such as COVER SHEET, INDEX SHEET AND GENERAL NOTES, SITE PLAN, ACCESSIBILITY UPGRADES, DEMOLITION PLANS, PORT COCHERE, DEMOLITION ELEVATIONS, RENOVATED ELEVATIONS, PORT COCHERE PLANS, DETAILS, EXTERIOR DETAILS, STRUCTURAL GENERAL NOTES, PLAN & DETAILS, ELECTRICAL LIGHTING ENLARGED PLAN, PORT COCHERE, and ELECTRICAL LIGHTING ELEVATIONS.

NOTE: SEE SEPARATE EXTERIOR SPECIFICATION PACKAGE (ISSUED SEPARATELY) FOR ADDITIONAL INFORMATION

Project Location:



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513 241 3000



Rancho Cordova, CA
Inn Code: SACHH

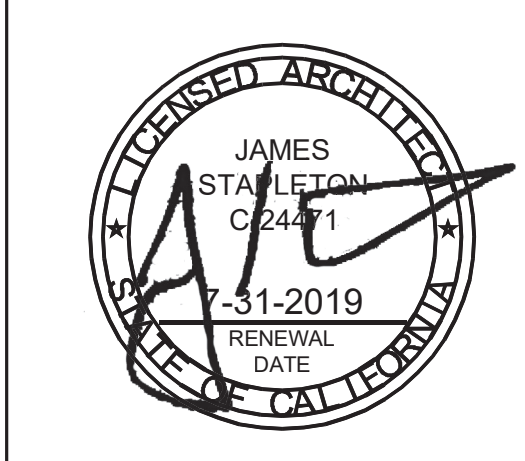
Project Manager 404.256.8800
The John Hardy Group Inc. ext 114#
6085 Sandford Road NE, Suite 200
Atlanta, GA 30328
Nathan Hall, Senior Project Manager

Architect 513.241.3000
FRCH | Architecture
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Cincinnati, OH 45202-2705
Craig Jacobs

ISSUED INFORMATION

Table with 2 columns: Revision/Update and Date. Shows issued information including 12 October 2018, REV 2 UPDATES, PERMIT SET, and PLANNING REVIEW.

FRCH ARCHITECTURE, INC. P.C.



PROJECT INFORMATION

Hampton Inn
Exterior Renovation

Hampton Inn Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER
576009
FRCH PROJECT NUMBER
34994.000

SHEET INFORMATION

Index Sheet and
General Notes

DRAWN BY: T.Wilhelm
REVIEWED BY: M.Kelling
SCALE: As Noted
AUTHORIZED FOR: BID SET

a0.0 6

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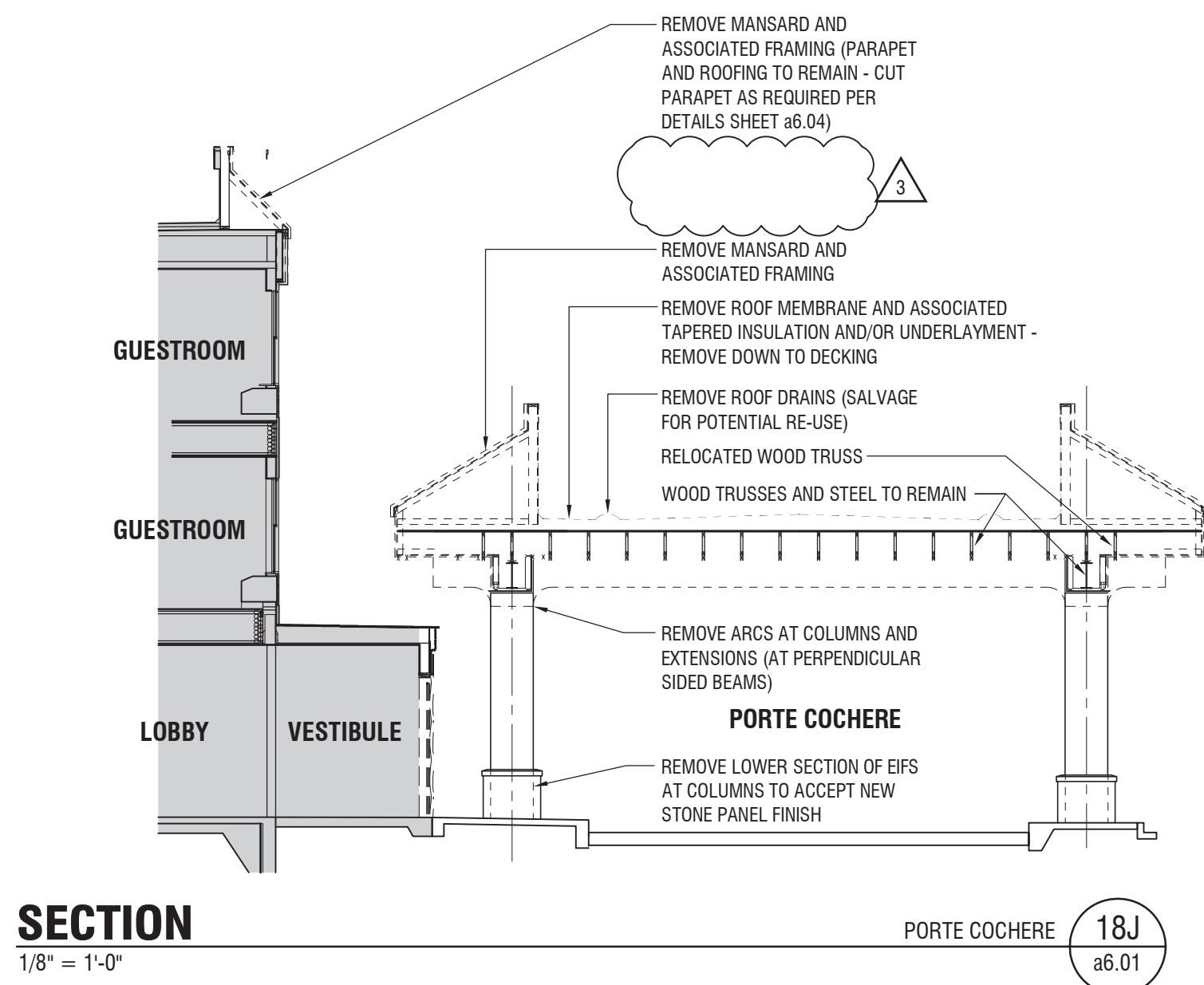
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www.FRCH.com
513.241.3000



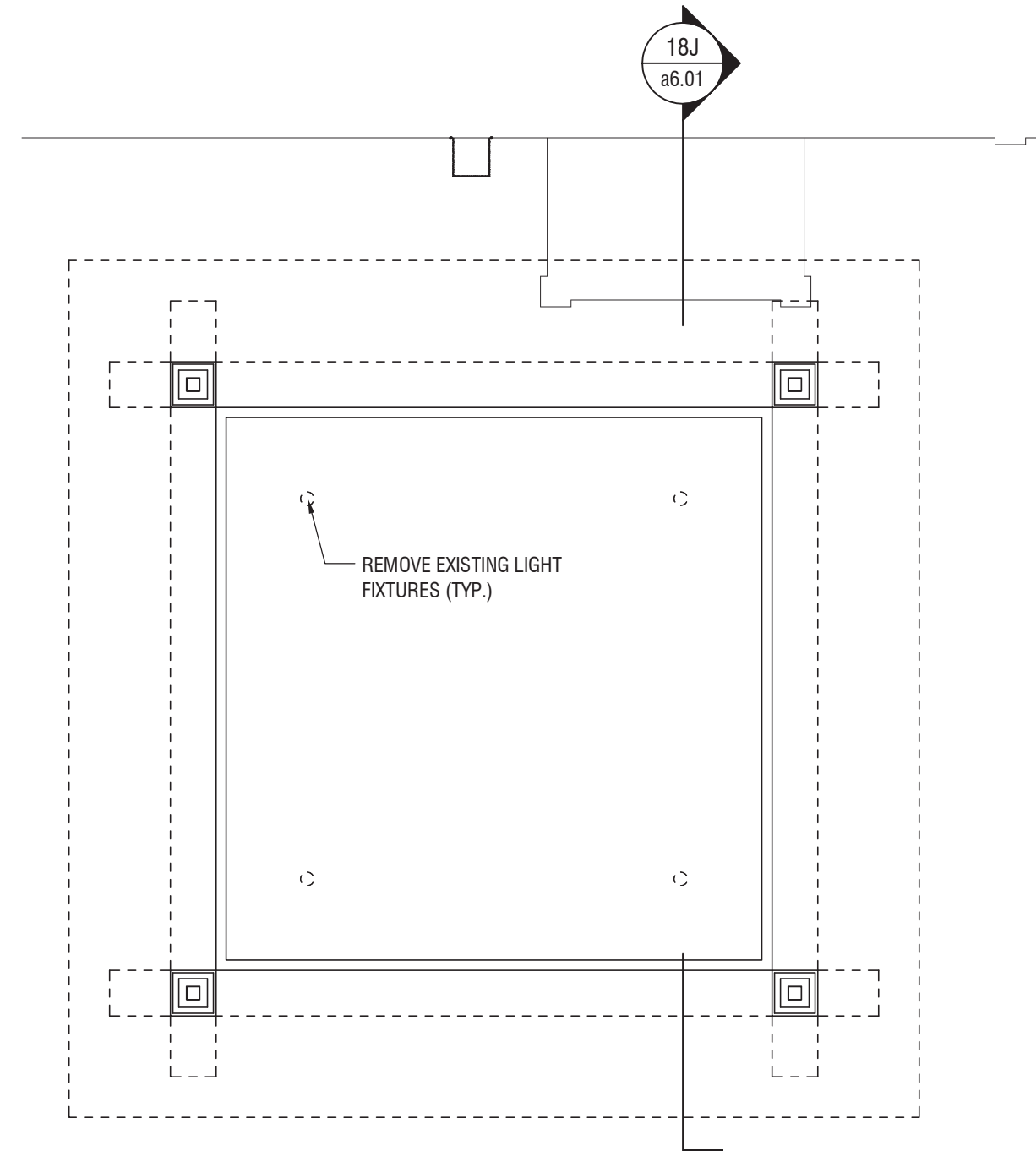
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Inn Code: SACHH

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Nathan Hall, Senior Project Manager

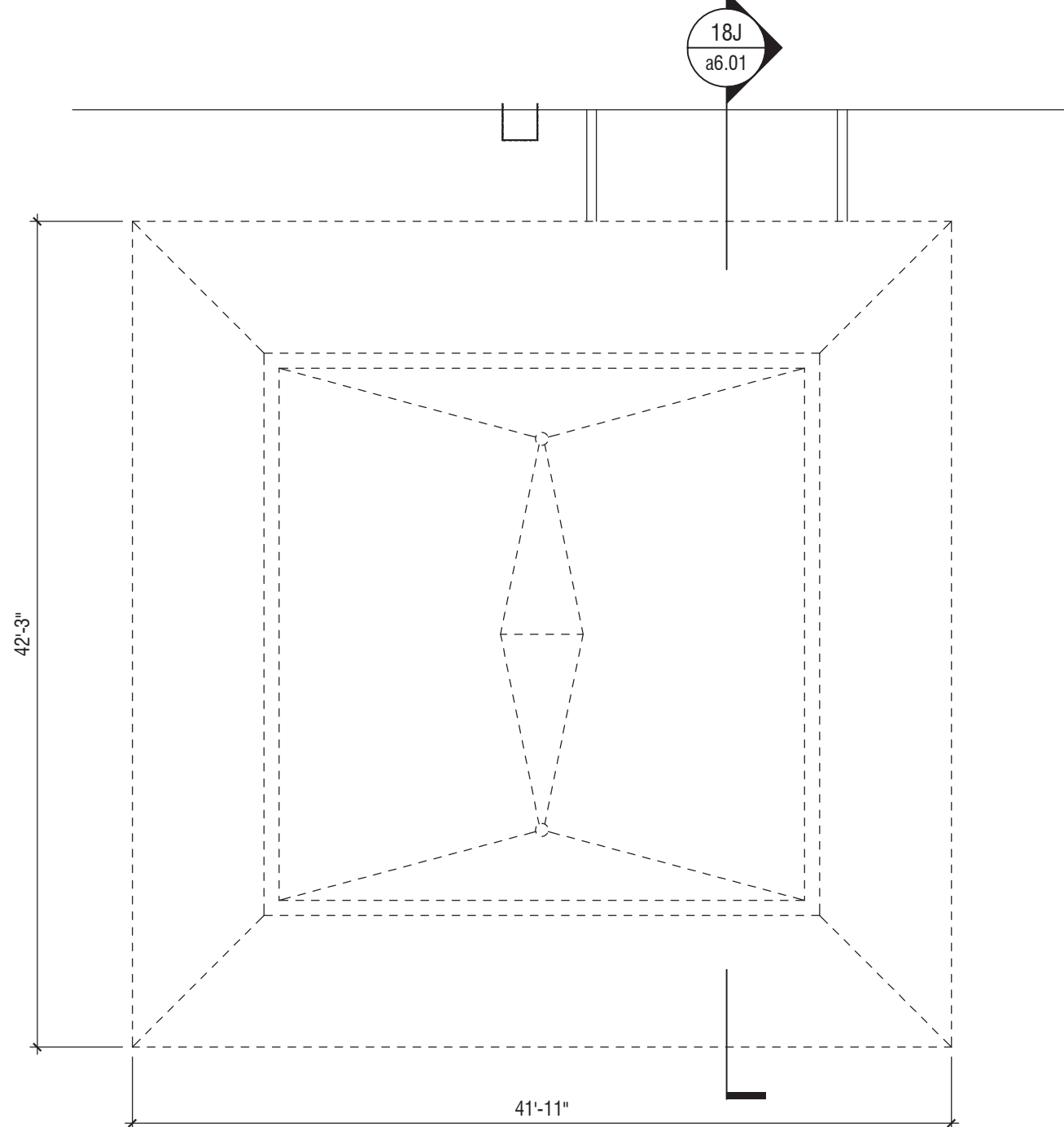
Architect 513.241.3000
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Craig Jacobs



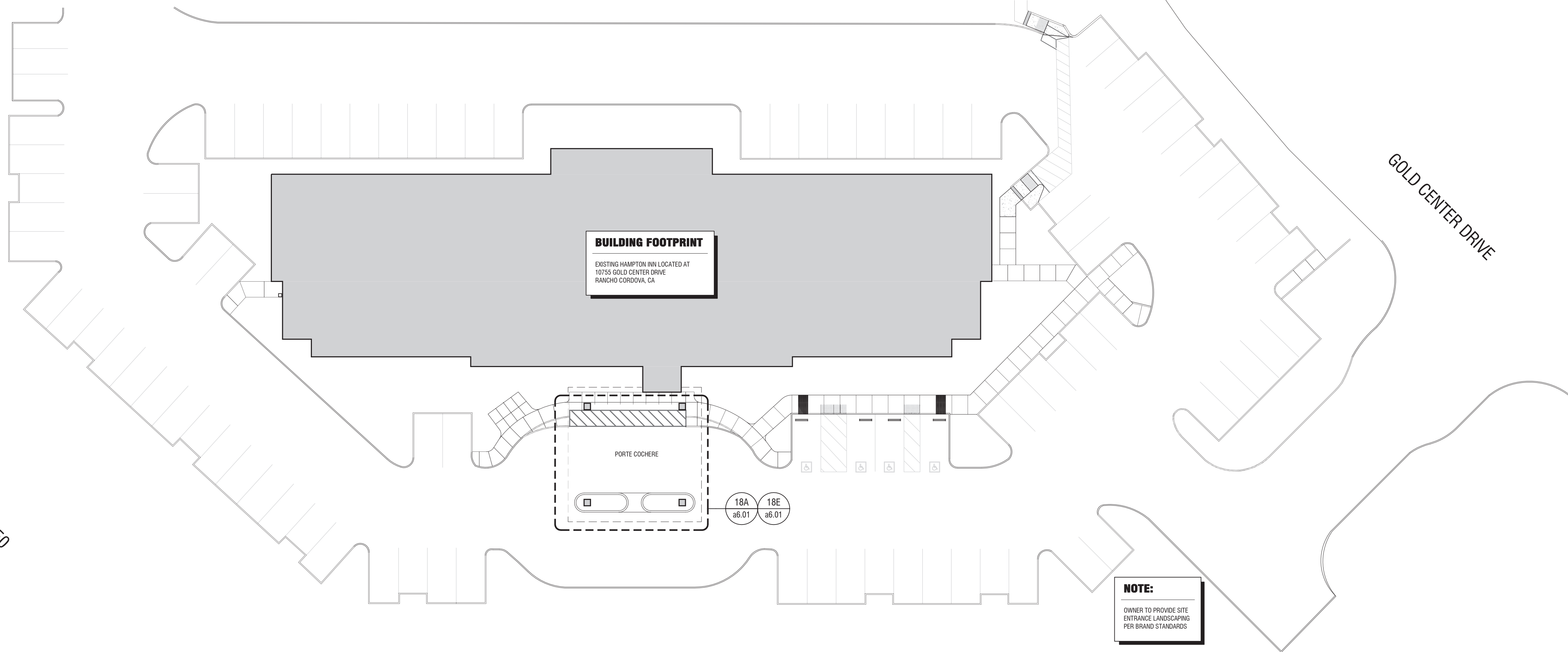
SECTION
1/8" = 1'-0"



DEMOLITION CEILING PLAN
1/8" = 1'-0"



DEMOLITION ROOF PLAN
1/8" = 1'-0"



OVERALL SITE PLAN
1:20

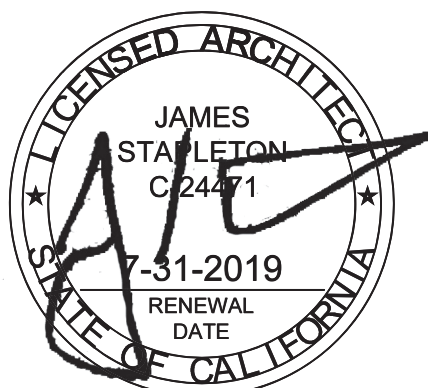
ISSUED INFORMATION

ISSUED:
12 October 2018

REVISIONS:

BRAND REVIEW COMMENTS 11.05.18
PERMIT SET 12.06.18

FRCH ARCHITECTURE, INC. P.C.



PROJECT INFORMATION

**Hampton Inn
Exterior Renovation**

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10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER:
576009
FRCH PROJECT NUMBER:
34994.000

SHEET INFORMATION

**Site Plan,
Demolition Plans:
Porte Cochere**

DRAWN BY: T. Wilhelm

REVIEWED BY: M. Keilling

SCALE: As Noted

AUTHORIZED FOR: BID SET

a6.0

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Inn Code: SACHH

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Nathan Hall, Senior Project Manager

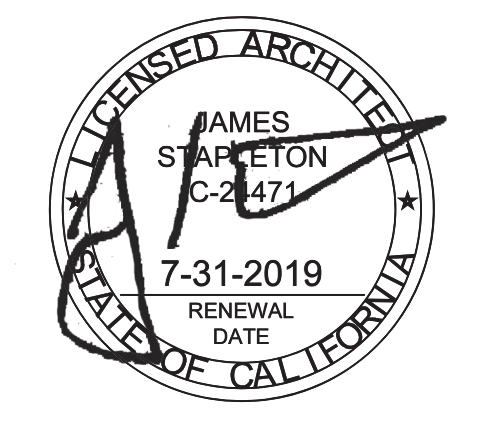
Architect 513.241.3000
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Cincinnati, OH 45202-2706
Craig Jacobs

ISSUED INFORMATION

ISSUED:
12 October 2018

REVISIONS:		
BRAND REVIEW COMMENTS	11.05.18	
REV 2 UPDATES	11.20.18	
3 PERMIT SET	12.06.18	

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PROJECT INFORMATION

**Hampton Inn
Exterior Renovation**

Hampton Inn Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER:
576009
FRCH PROJECT NUMBER:
34994.000

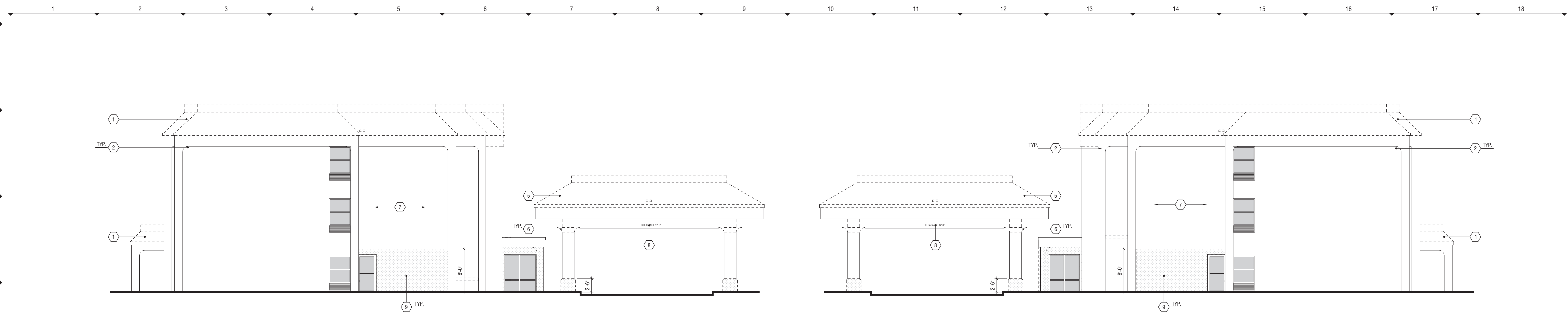
SHEET INFORMATION

Demolition Elevations

DRAWN BY: T. Wilhelm
REVIEWED BY: M. Kellling
SCALE: As Noted
AUTHORIZED FOR: BID SET

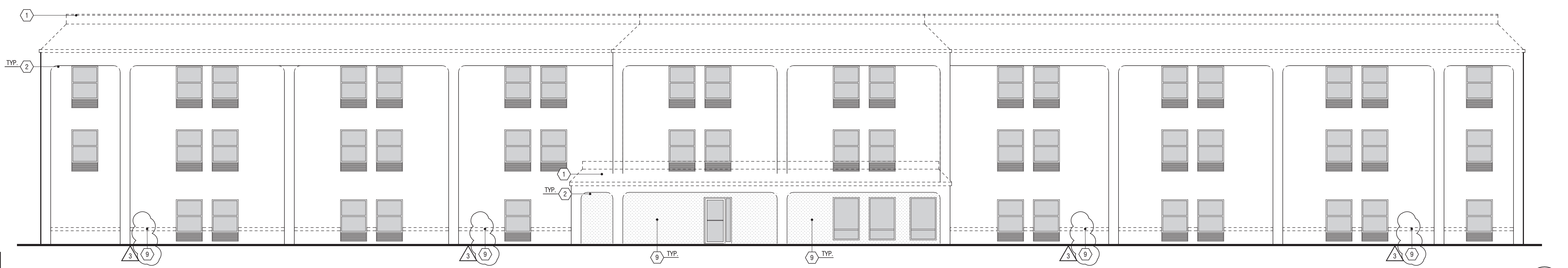
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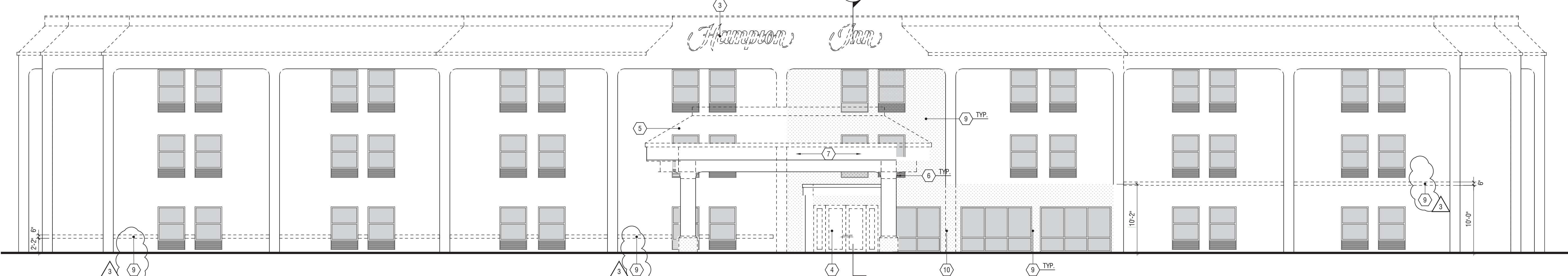
BUILDING ELEVATION - LEFT SIDE
1/8" = 1'-0"

BUILDING ELEVATION - RIGHT SIDE
1/8" = 1'-0"

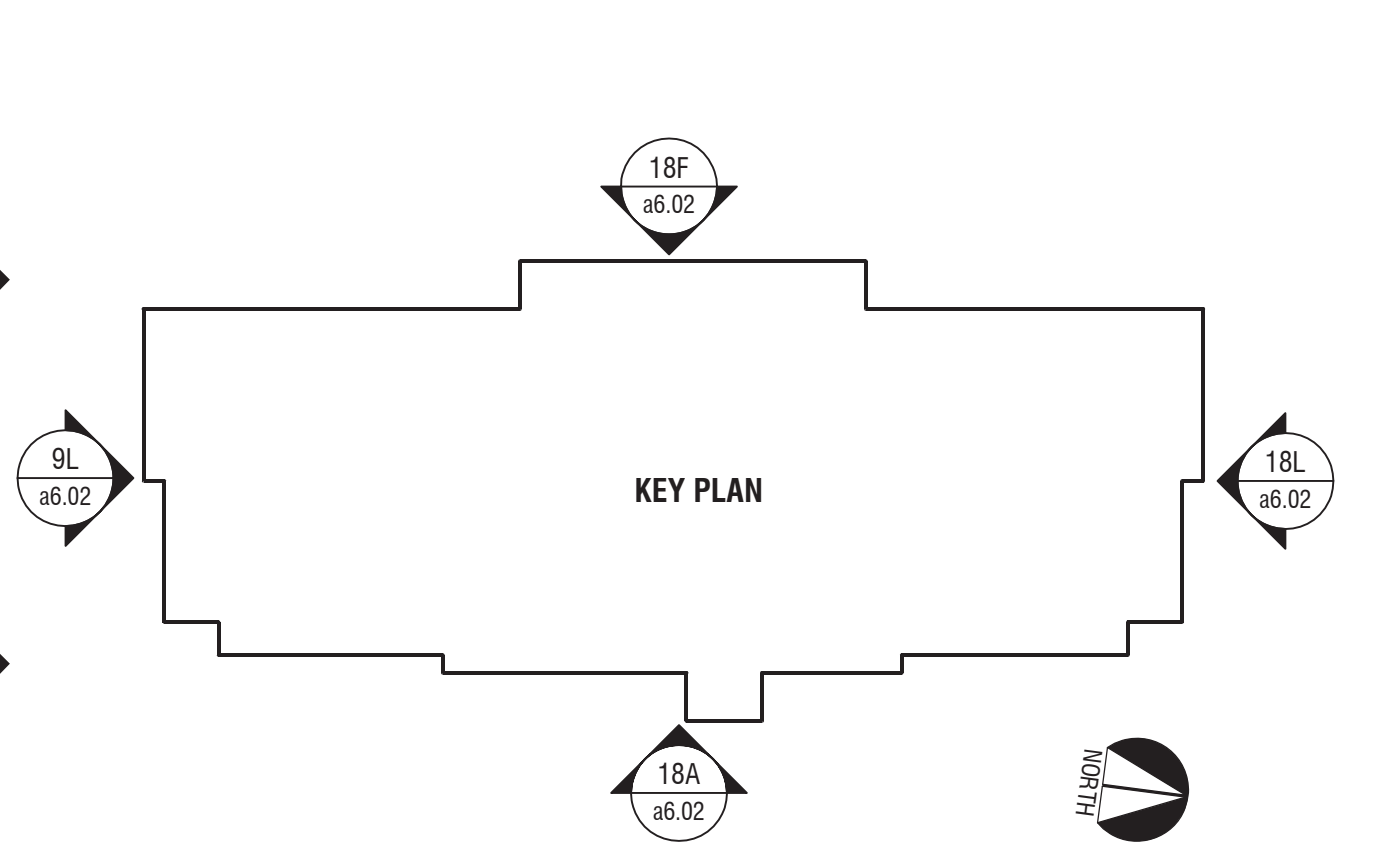


BUILDING ELEVATION - REAR
1/8" = 1'-0"

- KEYNOTES:**
- 1 REMOVE EXISTING MANSARD STANDING SEAM ROOF AND FRAMING DOWN TO METAL CHANNELS AND STEEL PIPES. COORDINATE DEMO WITH DETAILS FOR NEW CONSTRUCTION.
 - 2 REMOVE EXISTING ROUNDED EIFS CORNERS AT TOP OF PILASTERS. PREPARE SURFACES AS REQUIRED TO RECEIVE NEW FINISH
 - 3 REMOVE EXISTING BUILDING SIGN (PER SIGN CONTRACTOR)
 - 4 REMOVE EXISTING ENTRY DOOR STOREFRONT SYSTEM - PREPARE TO RECEIVE NEW POWER ACTIVATED DOOR SYSTEM
 - 5 REFER TO 18A, 18E/a6.01 FOR EXTEND OF PORTE COCHERE DEMOLITION
 - 6 REMOVE EXISTING ROUNDED CORNERS AT PORTE COCHERE COLUMNS, ALL SIDES. PATCH, REPAIR, AND CLEAN TO RECEIVE NEW FINISHES
 - 7 PATCH, REPAIR, AND CLEAN ALL EXISTING EIFS SURFACE AS REQUIRED PER MANUFACTURERS GUIDELINES TO RECEIVE NEW FINISHES
 - 8 REMOVE AND SALVAGE EXISTING CLEARANCE SIGNAGE AT CANOPY - REFER TO SHEET a6.03 FOR PROPOSED LOCATION
 - 9 SHADED AREA INDICATES AREA OF EXISTING EIFS REMOVAL AND RE-FACING OF BUILDING MOISTURE BARRIER
 - 10 REMOVE PORTION OF EXISTING PILASTER, INCLUDING FRAMING, WHERE FACADE IS TO RECEIVE NEW STONE/PANEL VENEER.



BUILDING ELEVATION - FRONT
1/8" = 1'-0"



AGENDA ITEM 14.1

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Nathan Hall, Senior Project Manager

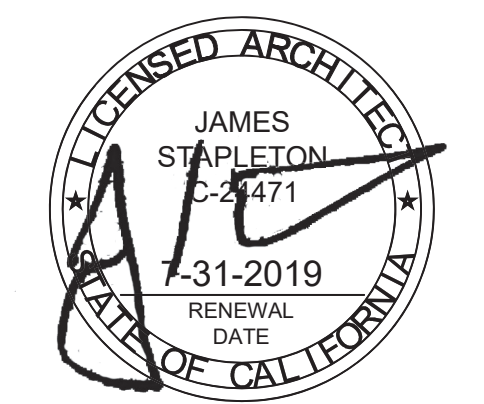
Architect 513.241.3000
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Craig Jacobs

ISSUED INFORMATION

ISSUED:
12 October 2018

REVISIONS:
BRAND REVIEW COMMENTS 11.05.18
PLANNING REVIEW 06.14.2019

FRCH ARCHITECTURE, INC. P.C.



PROJECT INFORMATION

**Hampton Inn
Exterior Renovation**

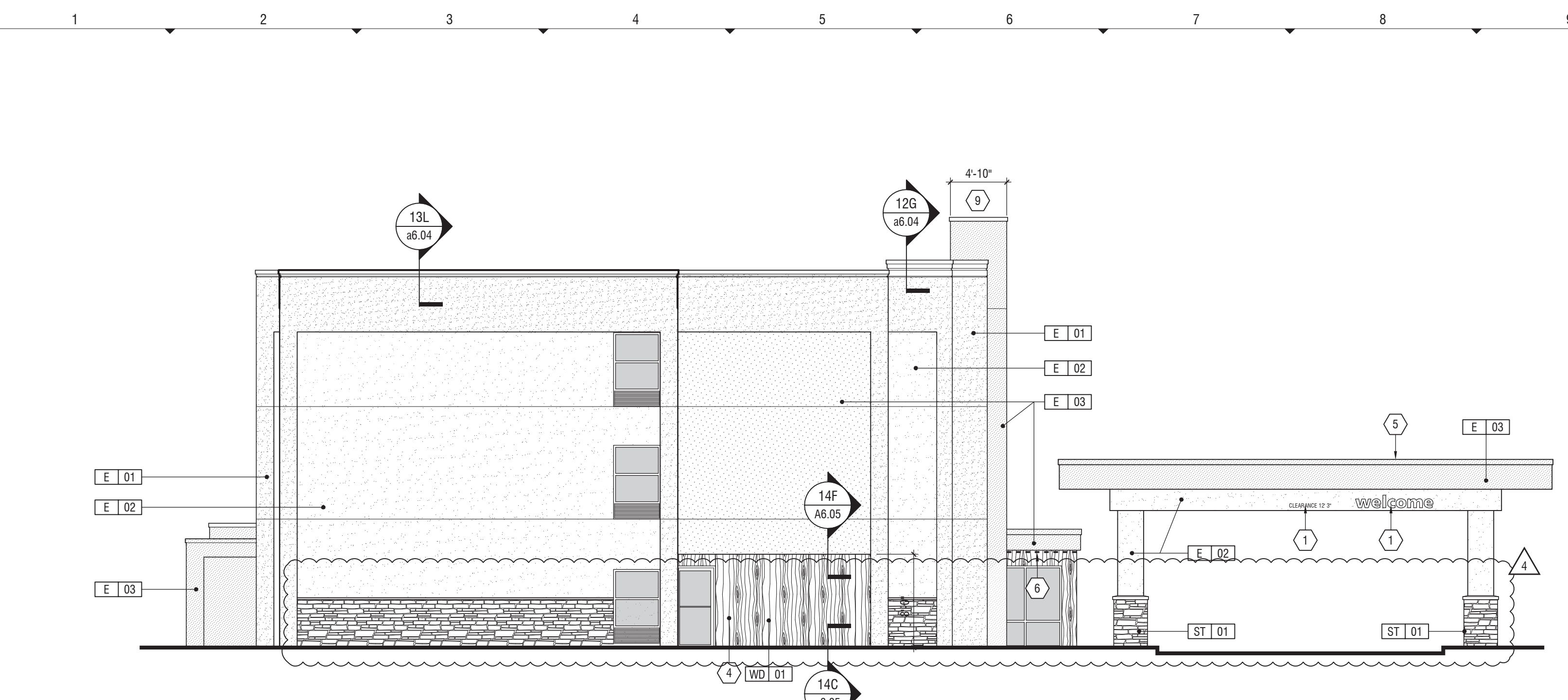
Hampton Inn Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER:
576009
FRCH PROJECT NUMBER:
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SHEET INFORMATION

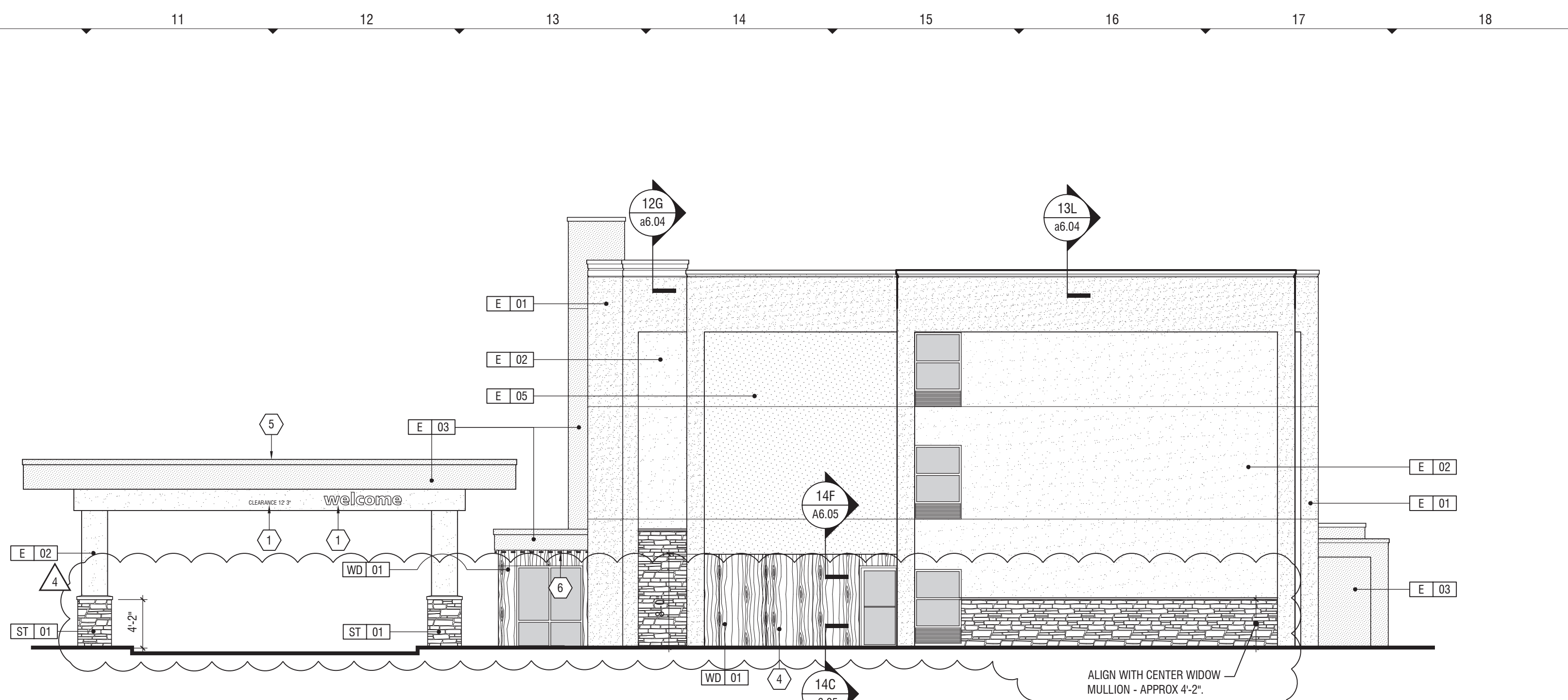
**Renovation
Elevations**

DRAWN BY: T. Wilhelm
REVIEWED BY: M. Kerling
SCALE: As Noted
AUTHORIZED FOR: BID SET

a6.0



BUILDING ELEVATION - LEFT SIDE
1/8" = 1'-0"

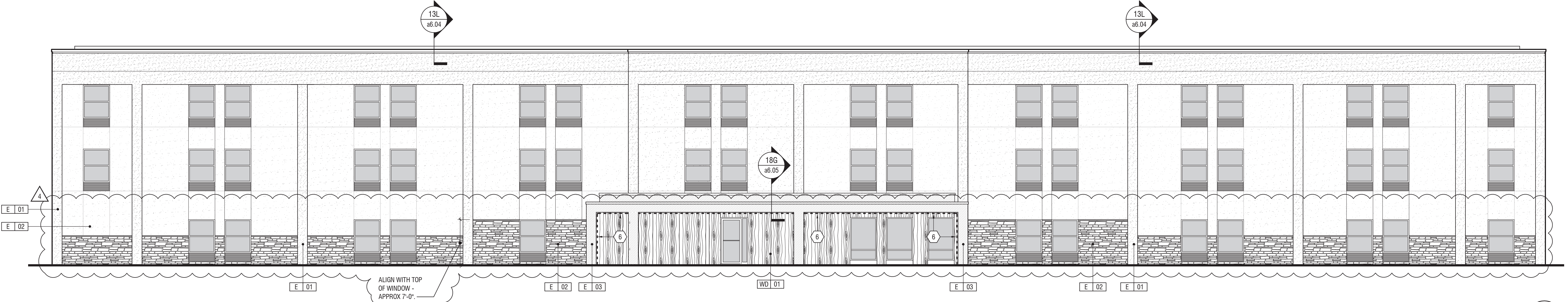


BUILDING ELEVATION - RIGHT SIDE
1/8" = 1'-0"

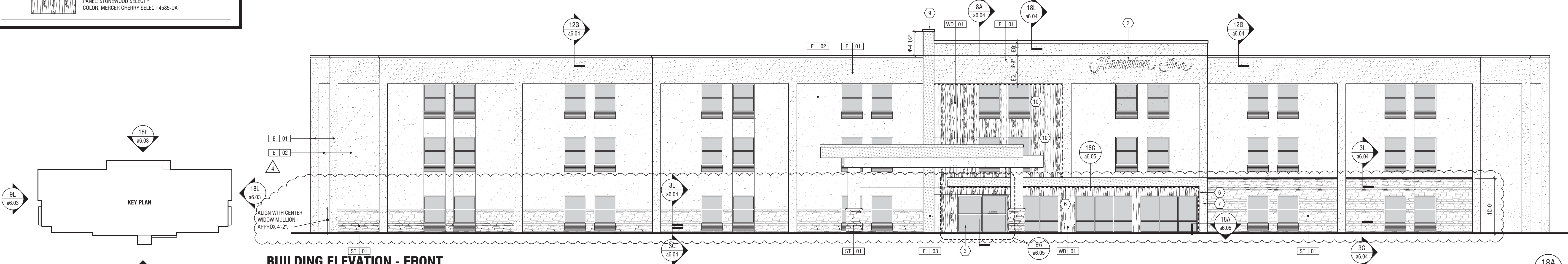
- KEYNOTES:**
- 1 NEW "WELCOME" AND "CLEARANCE" SIGNAGE BY SIGN COMPANY
 - 2 NEW INTERNALLY LIT "HAMPTON INN" SIGNAGE BY SIGN COMPANY - PROVIDE SOLID BACKING AT SIGN LOCATIONS (MIN. 3/4" PLYWOOD)
 - 3 NEW ENTRY DOOR AND VESTIBULE ENTRY DOOR
 - 4 NEW WOOD PANEL AT ENTRY END WITH EIFS SILL AND CONCEALED LED STRIP FIXTURE - REMOVE EIFS AS NECESSARY FOR ATTACHMENT DIRECTLY TO EXISTING STRUCTURE
 - 5 REFER TO 18A, 18E/a6.04 FOR EXTENT OF PORTE COCHERE RE-CONSTRUCTION
 - 6 NEW LED STRIP FIXTURES WITHIN EIFS REVEAL
 - 7 NEW EIFS "BORDER" BUILD-OUT - PROVIDE REVEAL AT AREA INDICATED TO HAVE LED STRIP FIXTURE
 - 8 NEW EIFS REVEAL DETAIL (TYP.)
 - 9 EXTEND FIN BUILD-OUT UP, OVER AND BEYOND ROOF PLANE AS INDICATED - BUILD UP ON CURB AND FLASH AT EXISTING ROOF MEMBRANE
 - 10 INSTALL NEW LED STRIP FIXTURE EQUIVALENT TO: ACCLAIM MODEL: FLEXPX WITH FLX444 TRACK AND FROSTED POLYCARBONATE LENS. RATED AT 3000K AND 5.5 W/FT. SEE 8A/a6.04 FOR ADDITIONAL COORDINATING INFORMATION
- **ALL NEW FRAMING TO BE ANCHORED TO THE EXISTING BLOCK WALL WITH HILTI HY70 ANCHOR SYSTEM

FINISH LEGEND:

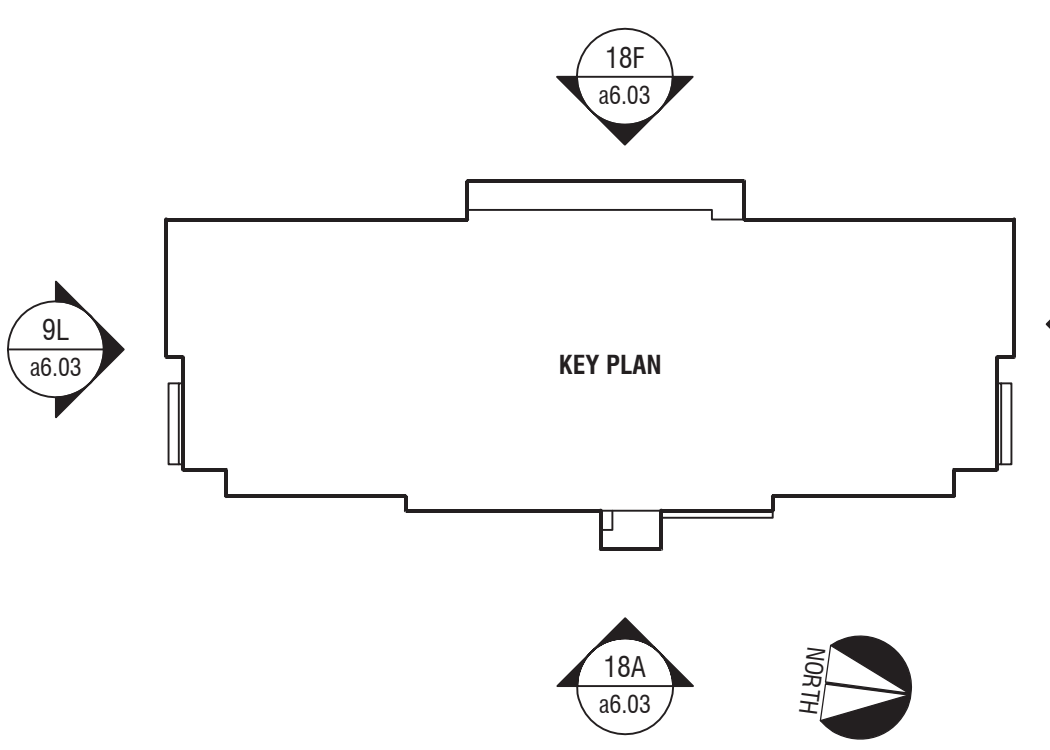
B-01	B-01 NICHHA PANELS PANEL STACKEDSTONE COLOR: DESERT
E-01	BODY COLOR 01 (E-01) COLOR: SHERWIN WILLIAMS (HERON PLUME - 6070) FINISH: FLAT
E-02	BODY COLOR 02 (E-02) COLOR: SHERWIN WILLIAMS (ROYCROFT MIST GRAY - 2844) FINISH: FLAT
E-03	FRAME AND FIN COLOR (E-03) COLOR: SHERWIN WILLIAMS (BLACK FOX - 7020) FINISH: FLAT
E-04	(NOT USED)
E-05	WINDOW ZONE COLOR (E-05) COLOR: SHERWIN WILLIAMS (GAUNTLET GRAY - 7019) FINISH: FLAT
E-06	WOOD MATCH COLOR (E-06) COLOR: MATCH WOOD PANEL FINISH: FLAT
WD-01	W-01 WOOD LOOK PANELS PANEL: STONEWOOD SELECT + COLOR: MERCER CHERRY SELECT 4585-04



BUILDING ELEVATION - REAR
1/8" = 1'-0"



BUILDING ELEVATION - FRONT
1/8" = 1'-0"



AGENDA ITEM 14.1

FRCH

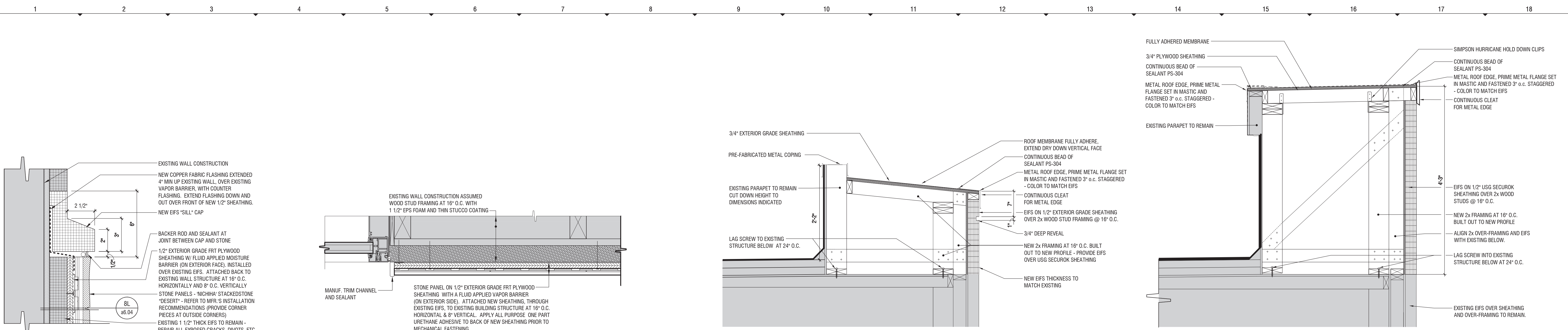
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513.241.3000



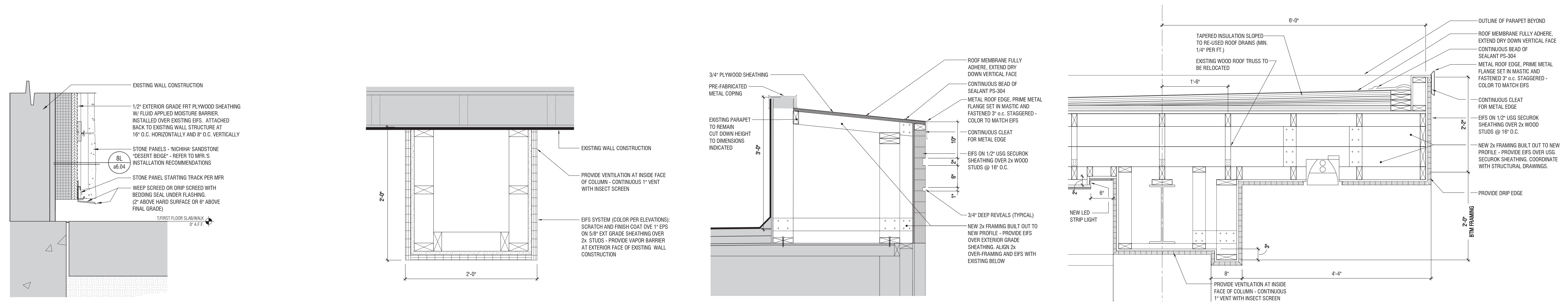
Rancho Cordova, CA
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Atlanta, GA 30328
Nathan Hall, Senior Project Manager

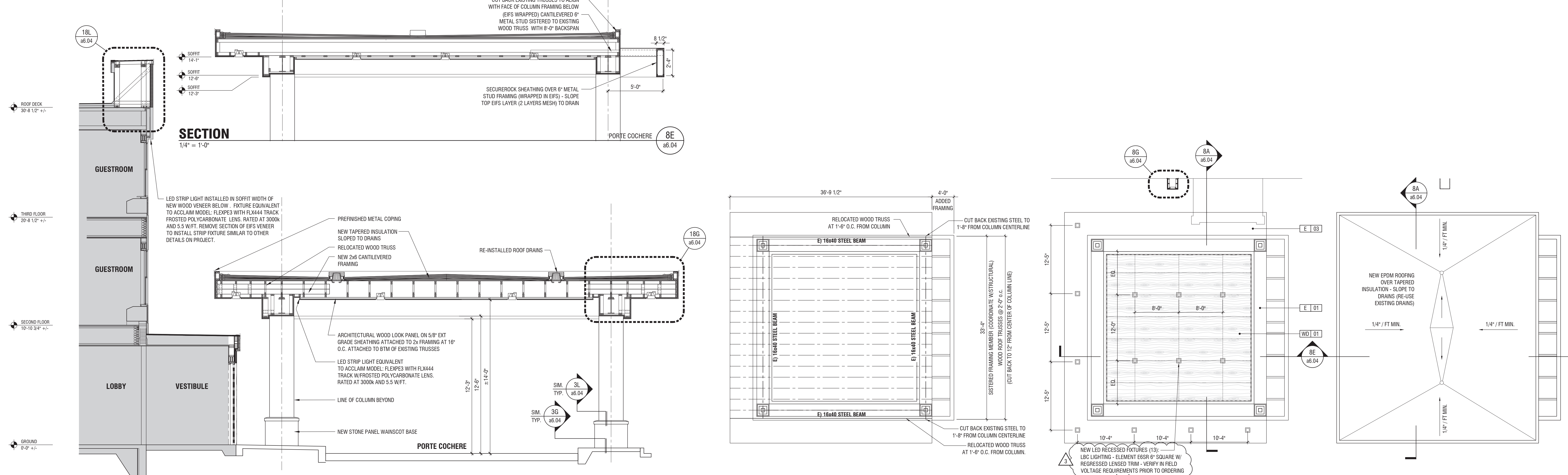
Architect 513.241.3000
FRCH | Architecture
311 Elm Street, Suite 600
Cincinnati, OH 45202-2706
Craig Jacobs



DETAIL 3" = 1'-0" **STONE AT EXTERIOR BASE** 3L a6.04 **PLAN DETAIL** 3" = 1'-0" **TYPICAL WINDOW JAMBS** 8L a6.04 **DETAIL** 1" = 1'-0" **PORTE COCHERE** 13L a6.04 **DETAIL** 1" = 1'-0" **PORTE COCHERE** 18L a6.04



DETAIL 3" = 1'-0" **STONE AT EXTERIOR BASE** 3G a6.04 **DETAIL** 1 1/2" = 1'-0" **PORT COCHERE** 8G a6.04 **DETAIL** 1" = 1'-0" **PORT COCHERE** 12G a6.04 **DETAIL** 1" = 1'-0" **PORT COCHERE** 18G a6.04

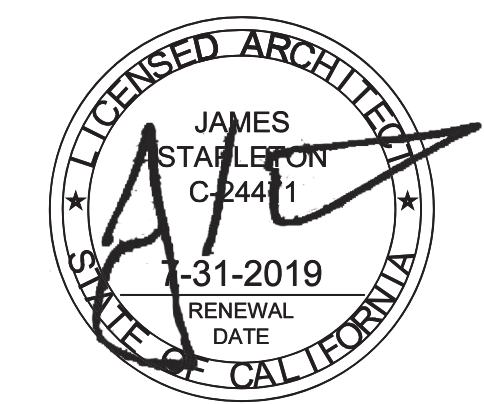


SECTION 1/4" = 1'-0" **PORT COCHERE** 8A a6.04 **FRAMING PLAN** 1/4" = 1'-0" **PORT COCHERE** 12A a6.04 **CEILING PLAN** 1/4" = 1'-0" **PORT COCHERE** 15A a6.04 **ROOF PLAN** 1/4" = 1'-0" **PORT COCHERE** 18A a6.04

AGENDA ITEM 14.1

ISSUED INFORMATION	
ISSUED:	12 October 2018
REVISIONS:	
BRAND REVIEW COMMENTS	11/5/18
REV 2 UPDATES	11.20.18
PERMIT SET	12.06.18

FRCH ARCHITECTURE, INC. P.C.



PROJECT INFORMATION
Hampton Inn Exterior Renovation
Hampton Inn Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER: 576009
FRCH PROJECT NUMBER: 34994.000

SHEET INFORMATION
Porte Cochere Plans, Details
DRAWN BY: T.Wilhelm
REVIEWED BY: M.Kelling
SCALE: As Noted
AUTHORIZED FOR: BID SET

a6.0

FRCH
a NELSON company

311 Elm Street Suite 600
Cincinnati, OH 45202
www.FRCH.com
513.241.3000



Rancho Cordova, CA
Inn Code: SACHH

Project Manager 404.256.8800
The John Hardy Group, Inc.
6085 Barfield Road, Suite 200
Atlanta, GA 30328
Nathan Hall, Senior Project Manager

Architect 513.241.3000
FRCH | Architecture
311 Elm Street, Suite 600
Cincinnati, OH 45202-2706
Craig Jacobs

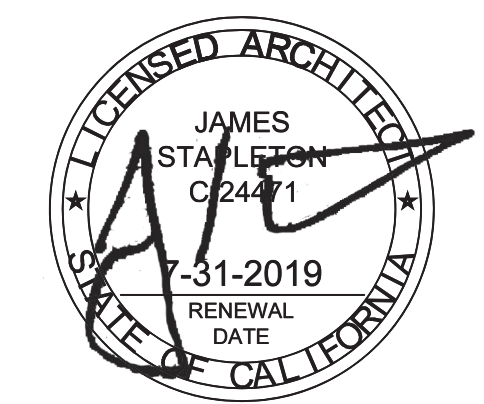
ISSUED INFORMATION

ISSUED:
12 October 2018

REVISIONS:

BRAND REVIEW COMMENTS 11.05.18

FRCH ARCHITECTURE, INC. P.C.



PROJECT INFORMATION

**Hampton Inn
Exterior Renovation**

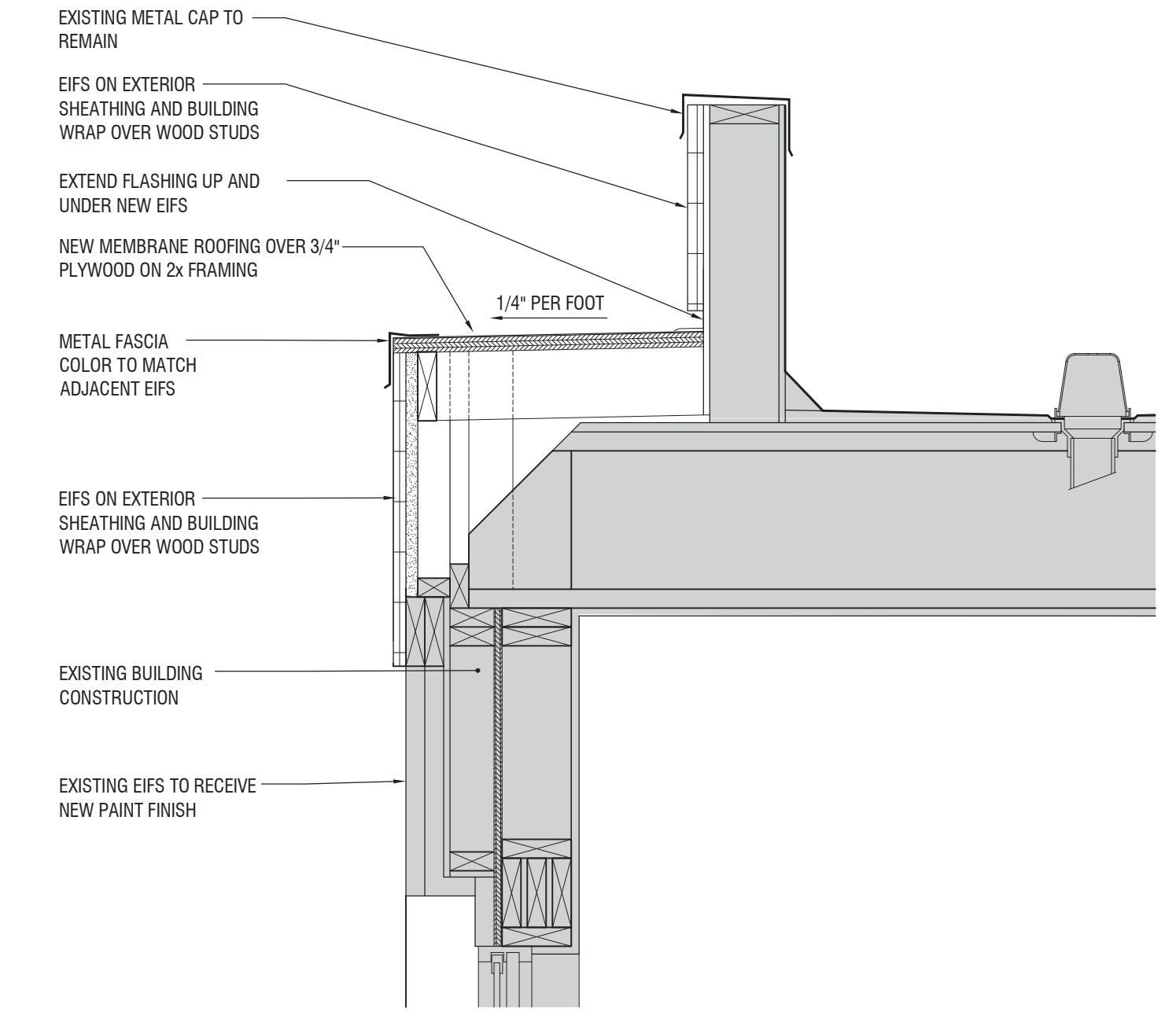
Hampton Inn Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
AMBRIDGE PROJECT NUMBER:
576009
FRCH PROJECT NUMBER:
34994.000

SHEET INFORMATION

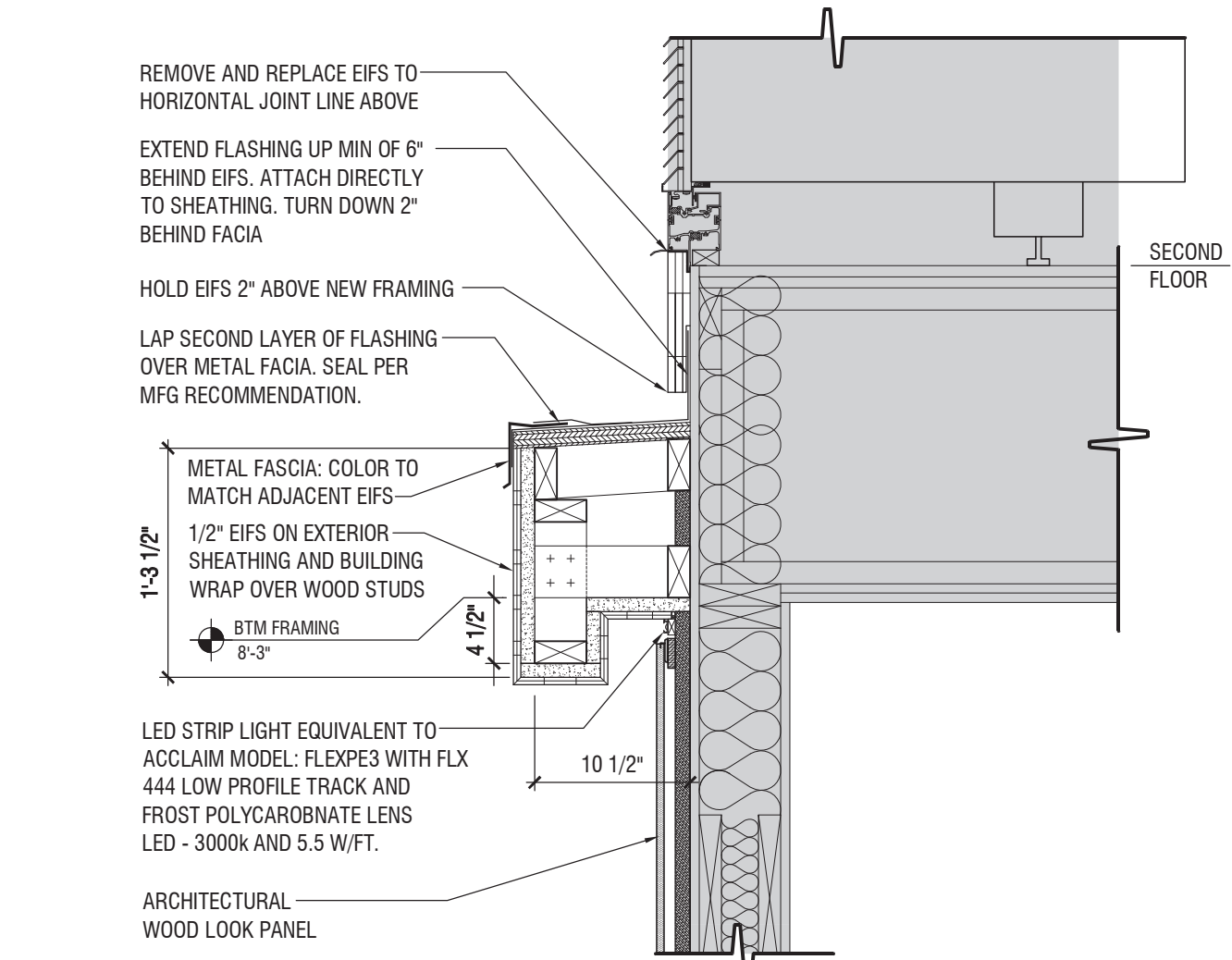
**Schematic Design:
Exterior Details**

DRAWN BY: T. Wilhelm
REVIEWED BY: M. Keilling
SCALE: As Noted
AUTHORIZED FOR: BID SET

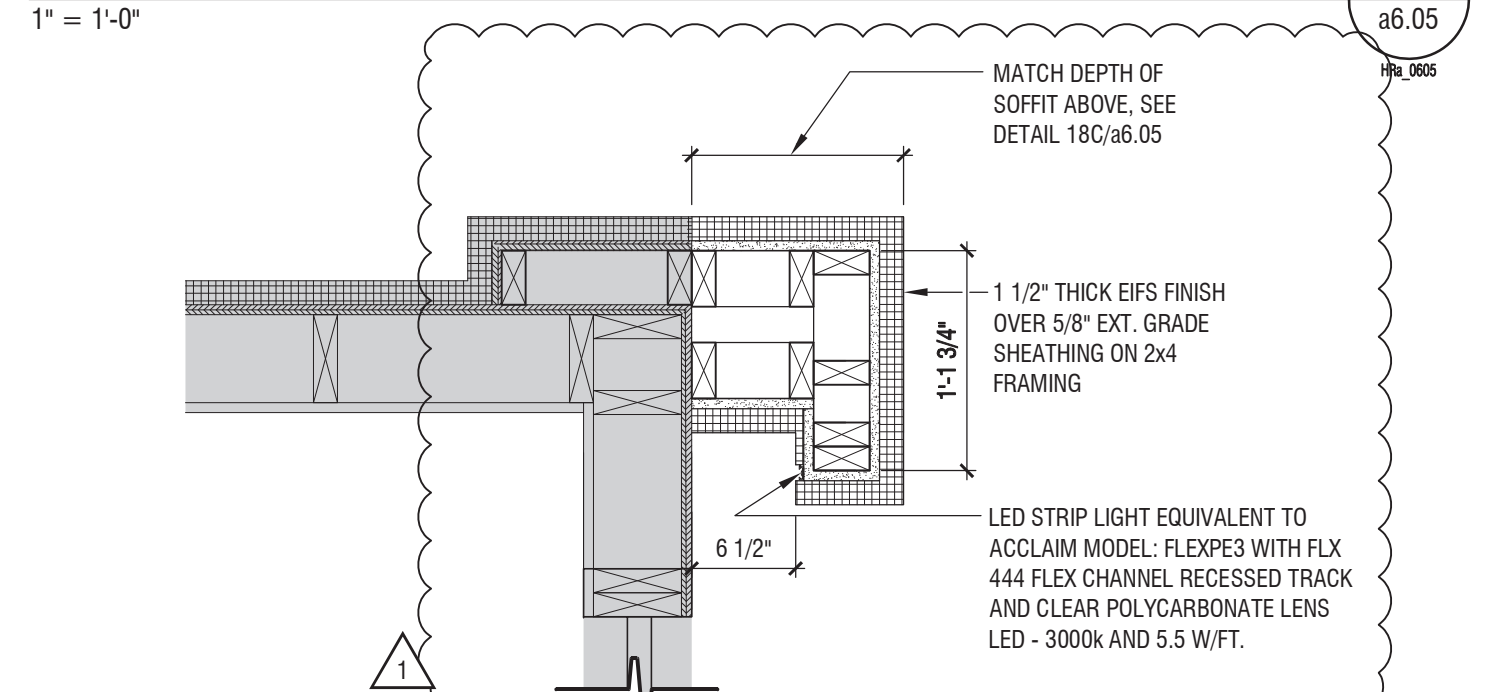
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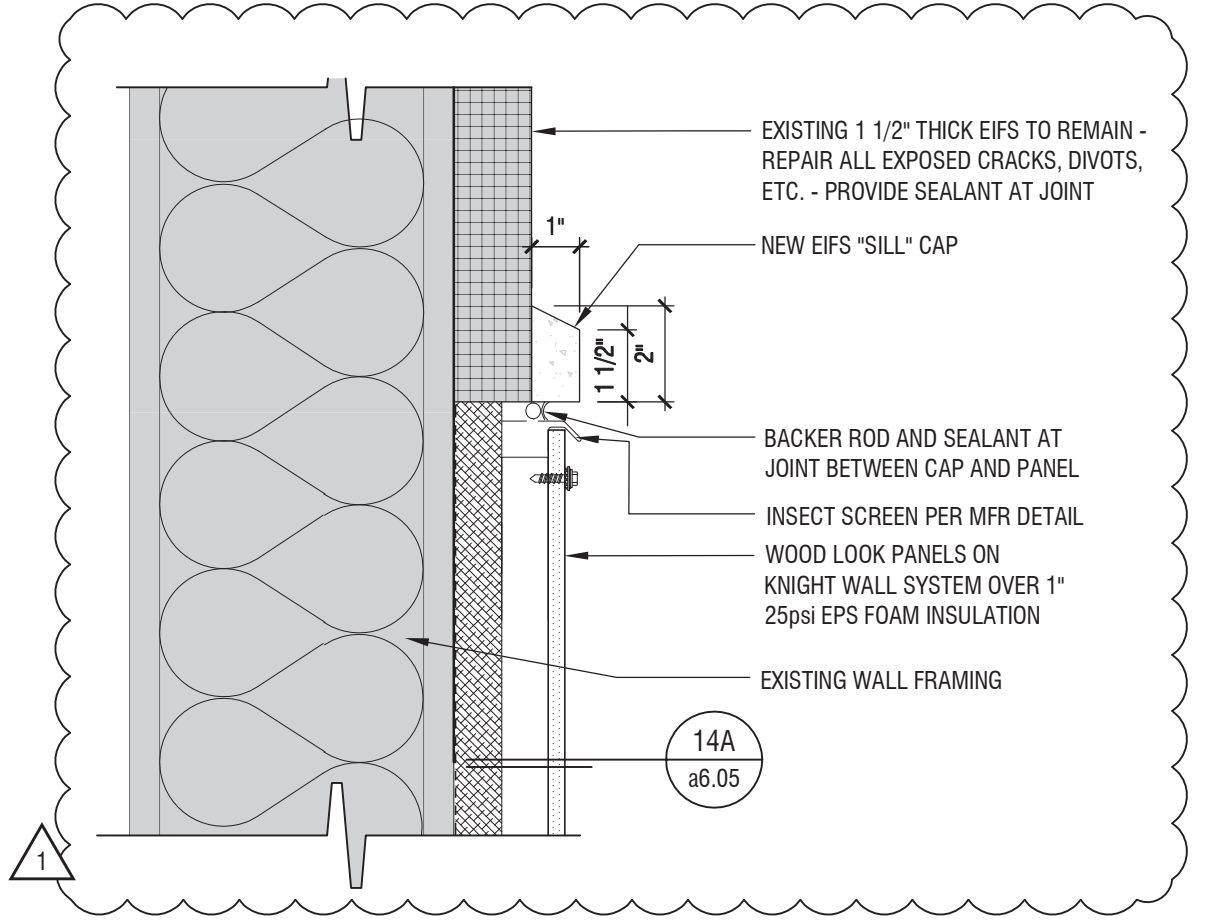
DETAIL
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OVERHANG AT POOL AREA 18G
a6.05
HLS_2018



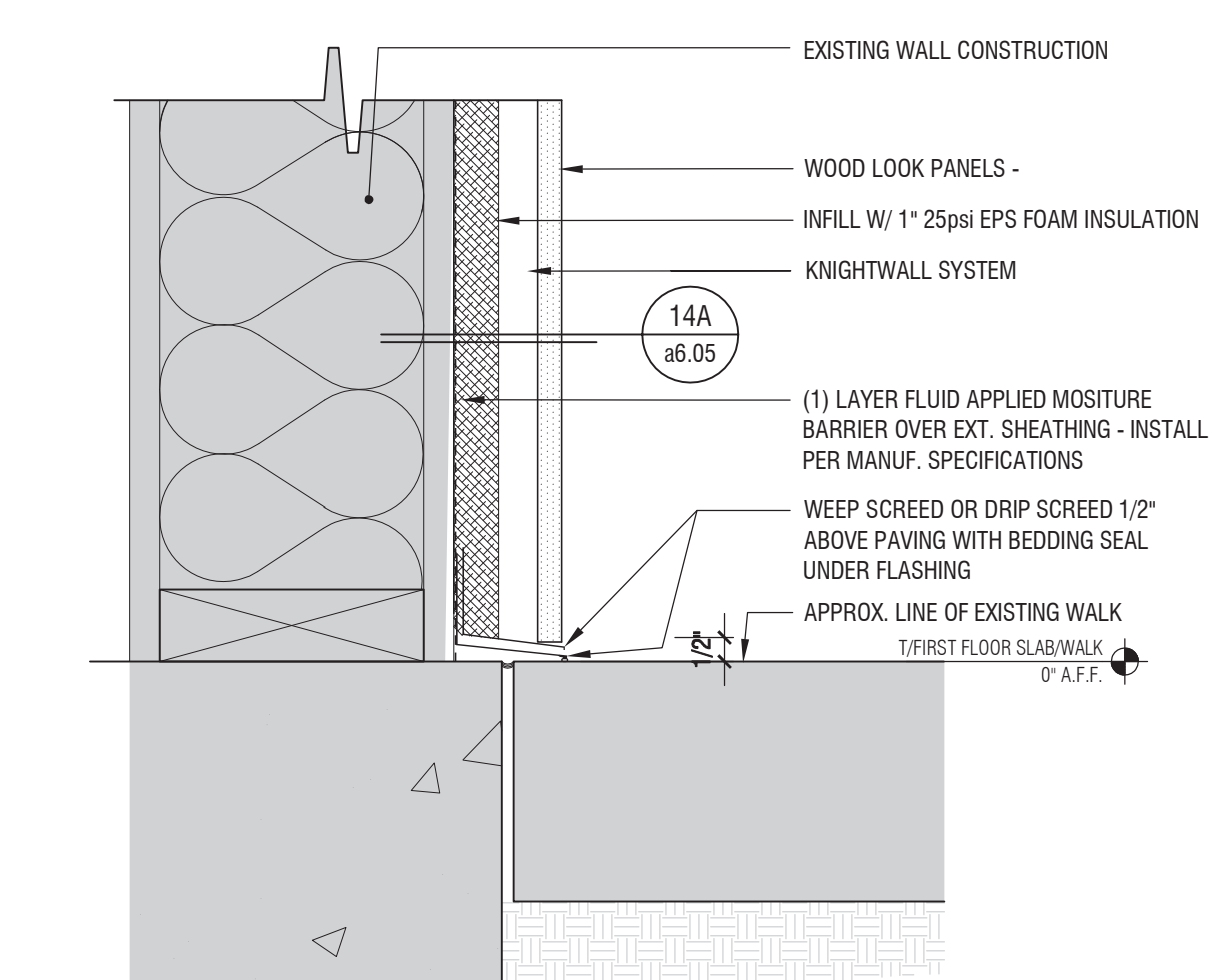
DETAIL
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OVERHANG AT STOREFRONT 18C
a6.05
HLS_2018



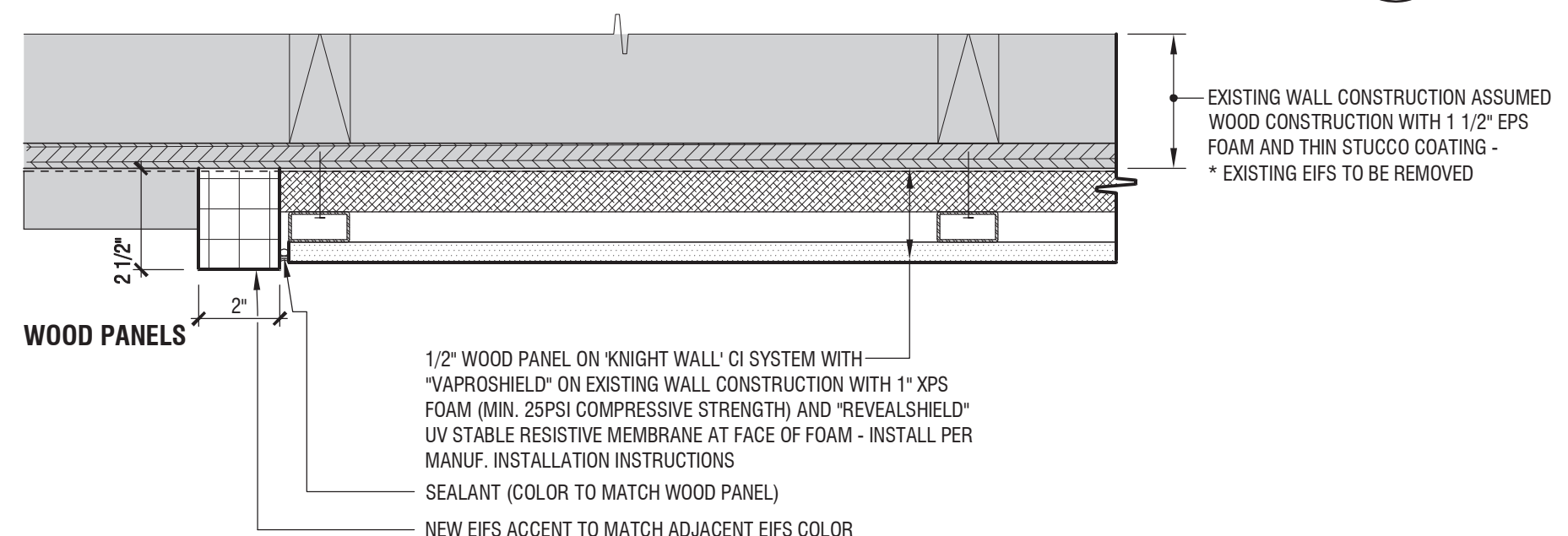
DETAIL
1 1/2" = 1'-0"
PORTE COCHERE 18A
a6.05
HLS_2018



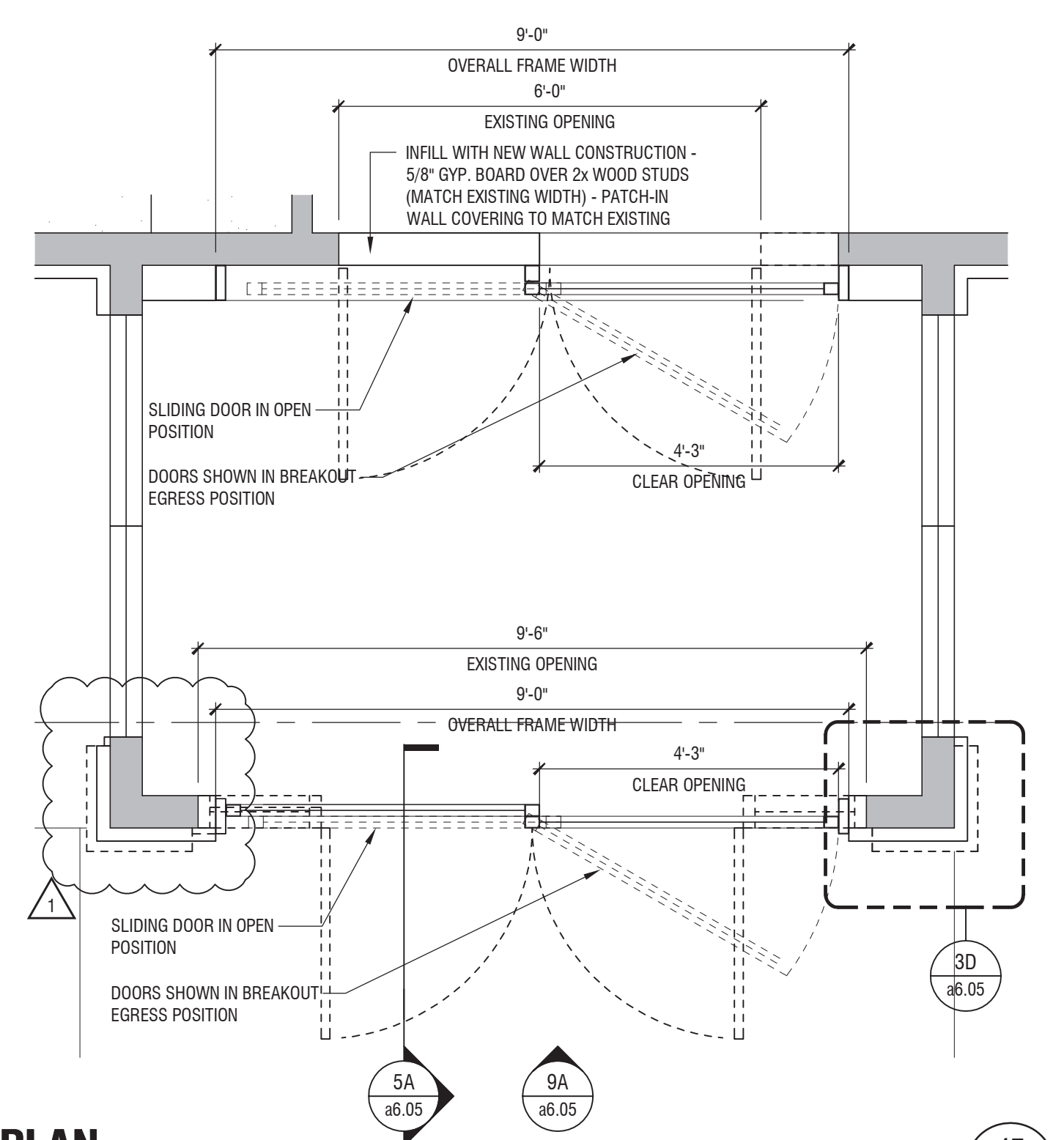
DETAIL
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AT EXTERIOR WOOD LOOK PANELS 14F
a6.05



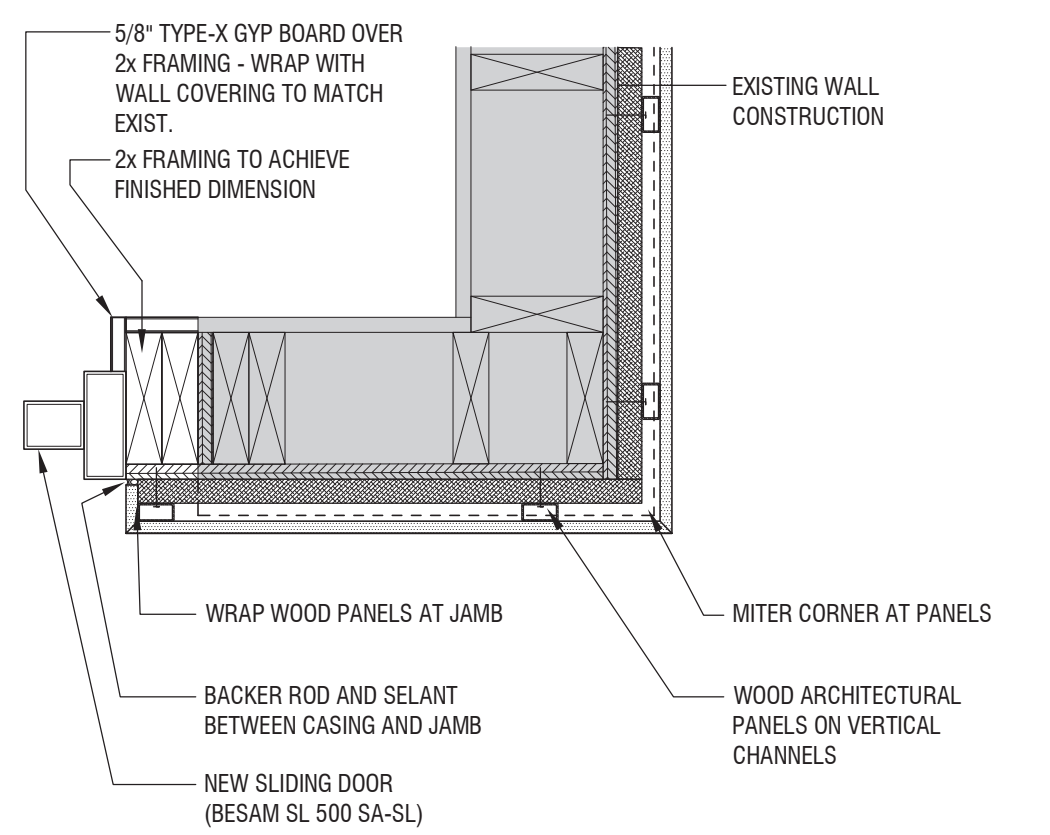
DETAIL
3" = 1'-0"
AT EXTERIOR WOOD LOOK PANELS 14C
a6.05



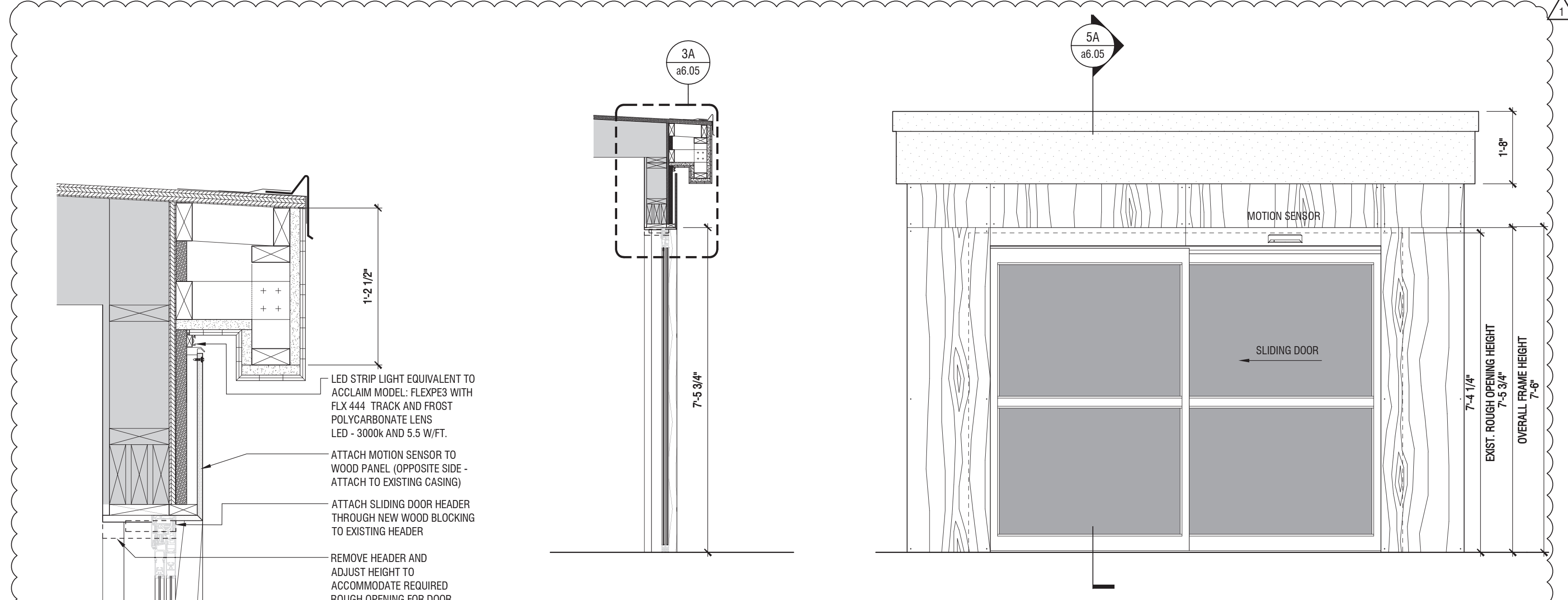
PLAN DETAIL
3" = 1'-0"
WOOD PANELING 14A
a6.05



PLAN
1/2" = 1'-0"
SLIDING DOOR 3D
a6.05
HLS_2018



DETAIL
1 1/2" = 1'-0"
SLIDING DOOR 3D
a6.05
HLS_2018



SECTION
1/2" = 1'-0"
SLIDING DOOR 3A
a6.05
HLS_2018

ELEVATION
1/2" = 1'-0"
SLIDING DOOR 9A
a6.05
HLS_2018

ENTRY DOOR INFORMATION:

OUTER DOOR (ASSA ABLOY):
BESAM SL600 OVERHEAD CONCEALED FULL BREAKOUT DOOR -
• NARROW STYLE SINGLE LEAF DOOR SYSTEM
• DARK BRONZE FINISH (AA-M12C22A41)
• SURFACE MOUNTED THRESHOLD
• MINIMUM CLEAR WIDTH OF OPENING - 36"
• PROVIDE POWER FEED TO UNIT

INNER DOOR (ASSA ABLOY):
BESAM SL600 OVERHEAD SURFACE APPLIED ACTIVE LEAF ONLY -
• NARROW STYLE SINGLE LEAF DOOR SYSTEM
• DARK BRONZE FINISH (AA-M12C22A41)
• SURFACE MOUNTED THRESHOLD
• MINIMUM CLEAR WIDTH OF OPENING - 36"
• PROVIDE POWER FEED TO UNIT

AGENDA ITEM 14.1

14.1

$$\frac{1}{e^{1.01}}$$

e1.01 9

KEYED SHEET NOTES - LIGHTING

1. PROVIDE JUNCTION BOX FOR A 300' LED TAPE LIGHT RUN. VERIFY WITH ARCHITECT LOCATION OF LED TRANSFORMER FOR TAPE LIGHTING.
2. NEW INTERNALLY LIT "HAMPTON INN" SIGNAGE BY SIGN COMPANY. VERIFY CONNECTION POINT HEIGHT AND LOCATION WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN.
3. NEW LED STRIP FIXTURE WITHIN EYE REEL. VERIFY CONNECT POINT WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN.
4. RE-USE EXISTING CIRCUIT FROM DEMO LIGHT FIXTURE FOR NEW LED EYE LIGHT.
5. PROVIDE CIRCUIT FOR INNER AND OUTER DOWR POWER FEED 1" P.D. AND O.P.D.. VERIFY POWER LOCATION CONNECTIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.



SCALE: N.T.S.

AGENDA ITEM 14.1

Server2\ebbs\~Project Directories\6700-6799\6717 - Colony Northstar Hotels\6717 - R1 Hampton Inn - Rancho Cordova\Sacramento (Rancho)\~Construction Documents\XREF-ART.dwg-Model. Plot Date/Time: Dec 10, 2018-8:52am - By: scott.fritz

EXTERIOR ELEVATIONS



FRONT ELEVATION



REAR ELEVATION

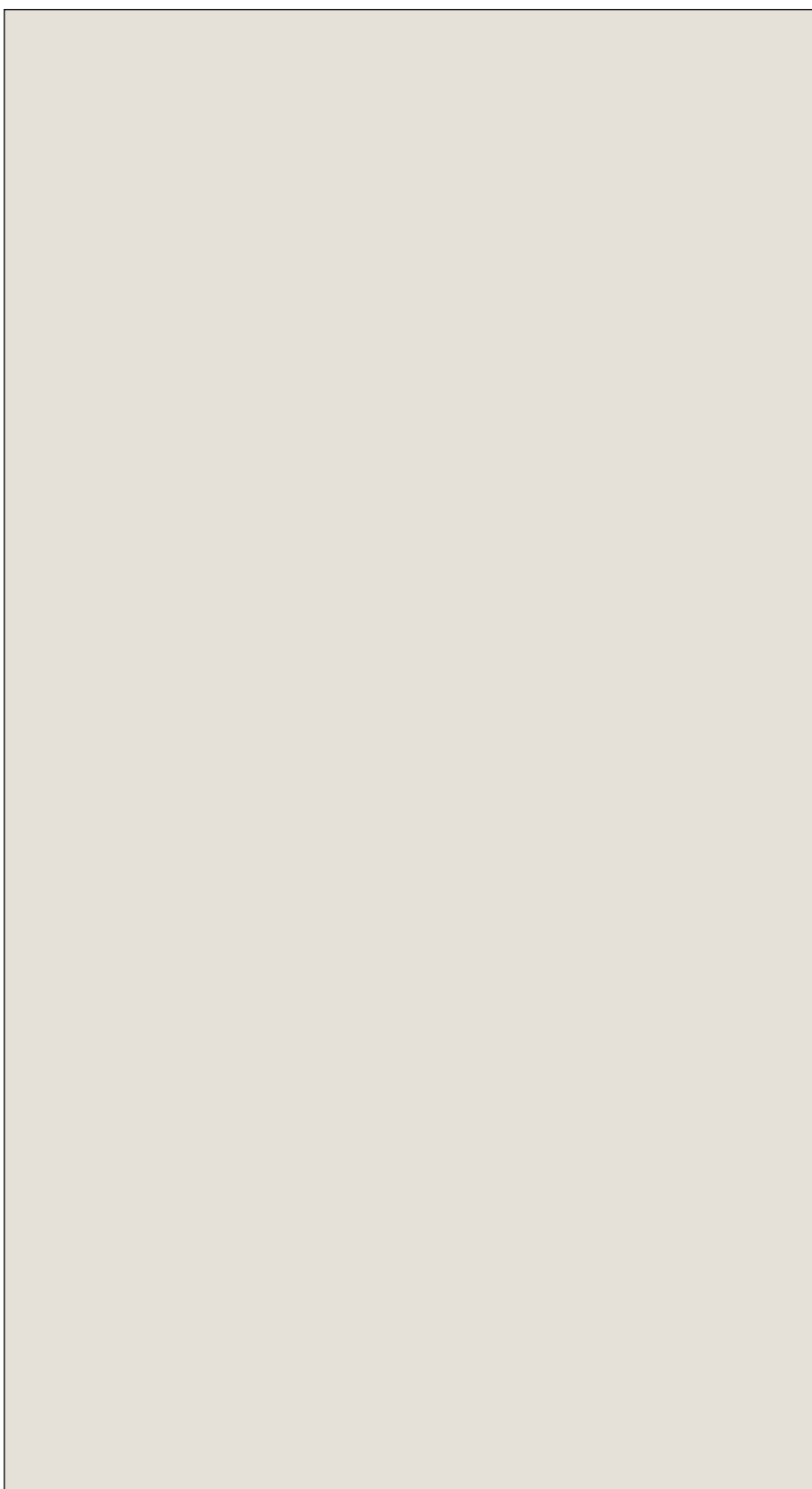


LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

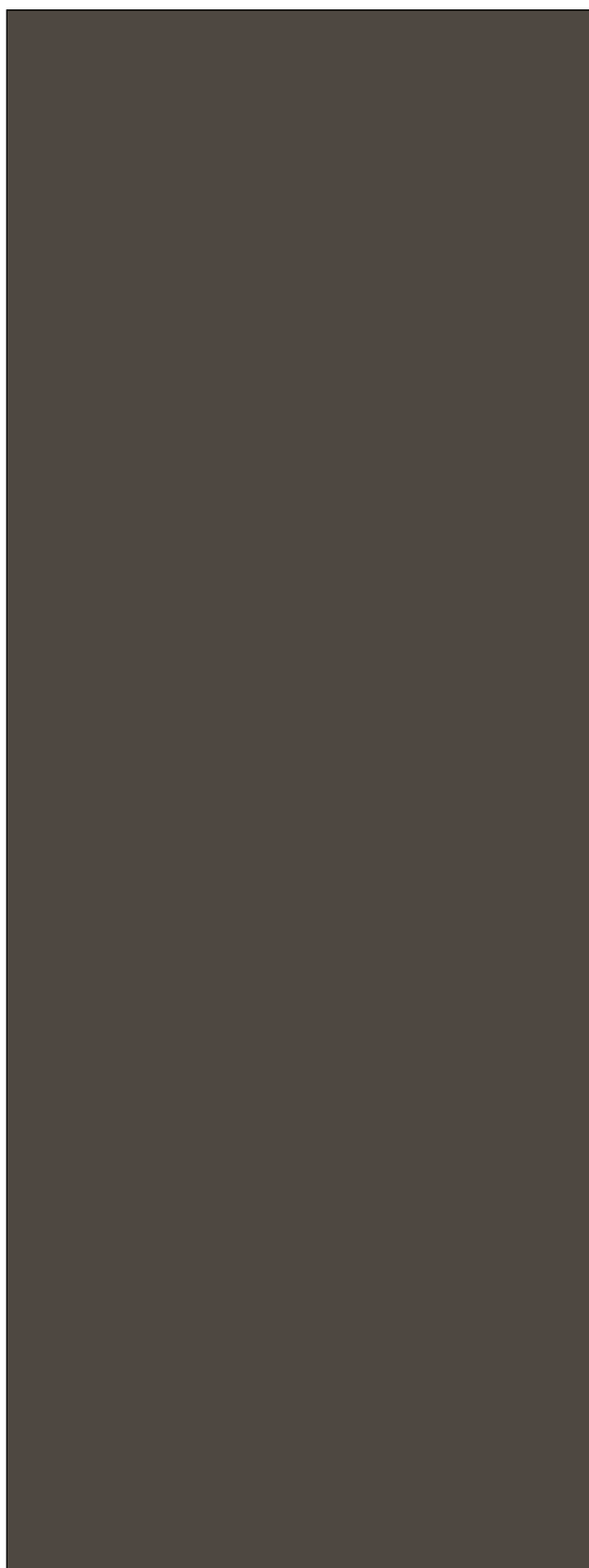
EXTERIOR FINISHES



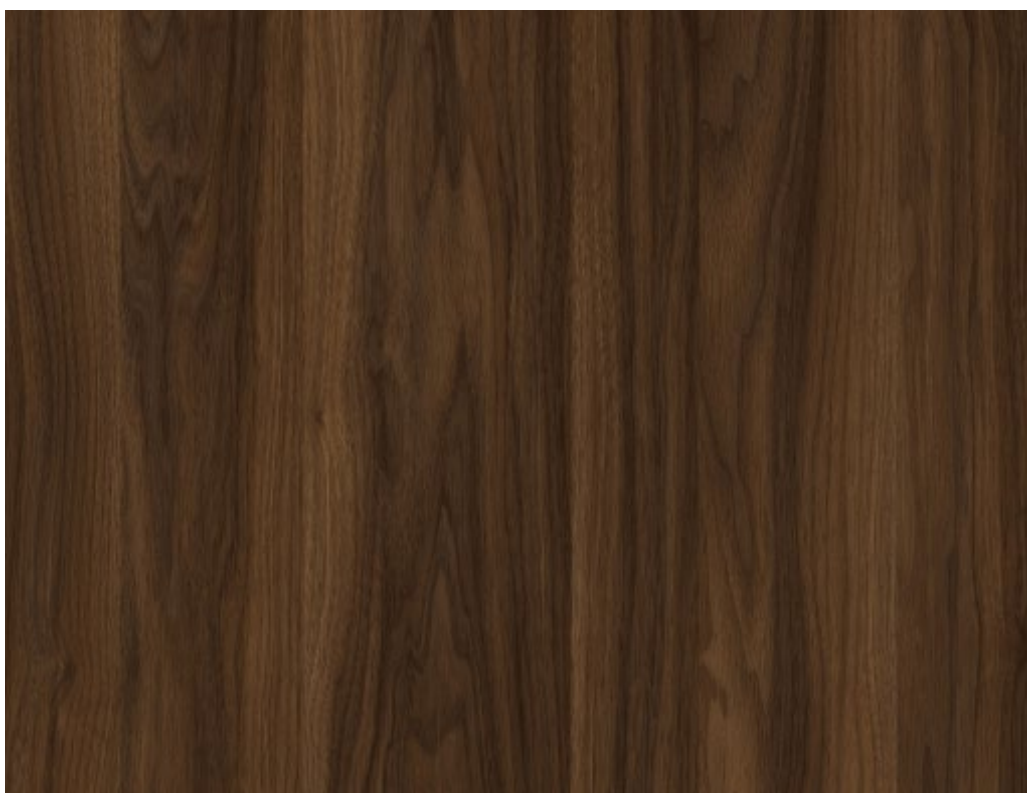
OVERALL FINISH A



OVERALL FINISH B



ACCENT FINISH



WOOD-LOOK CLADDING



STACKED STONE

Conditions of Approval

ATTACHMENT 3 EXHIBIT B TO THE RESOLUTION

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved Major Design Review entitlement is for a The Hampton Inn Façade Renovations for the following; • Removal of the mansard roof on the building and porte cochere and replace with a parapet roof line • Addition of a stacked stone wainscot • Addition of a wood-look cladding • New paint scheme The existing building is located at 10755 Gold Center Drive (APN 072-0610-086-0000) as described in the City Council staff report dated August 5, 2019, and the final plans (Exhibit A) with conditions herein, for project number DD9874.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance	General	On-Going	Finance	

Conditions of Approval

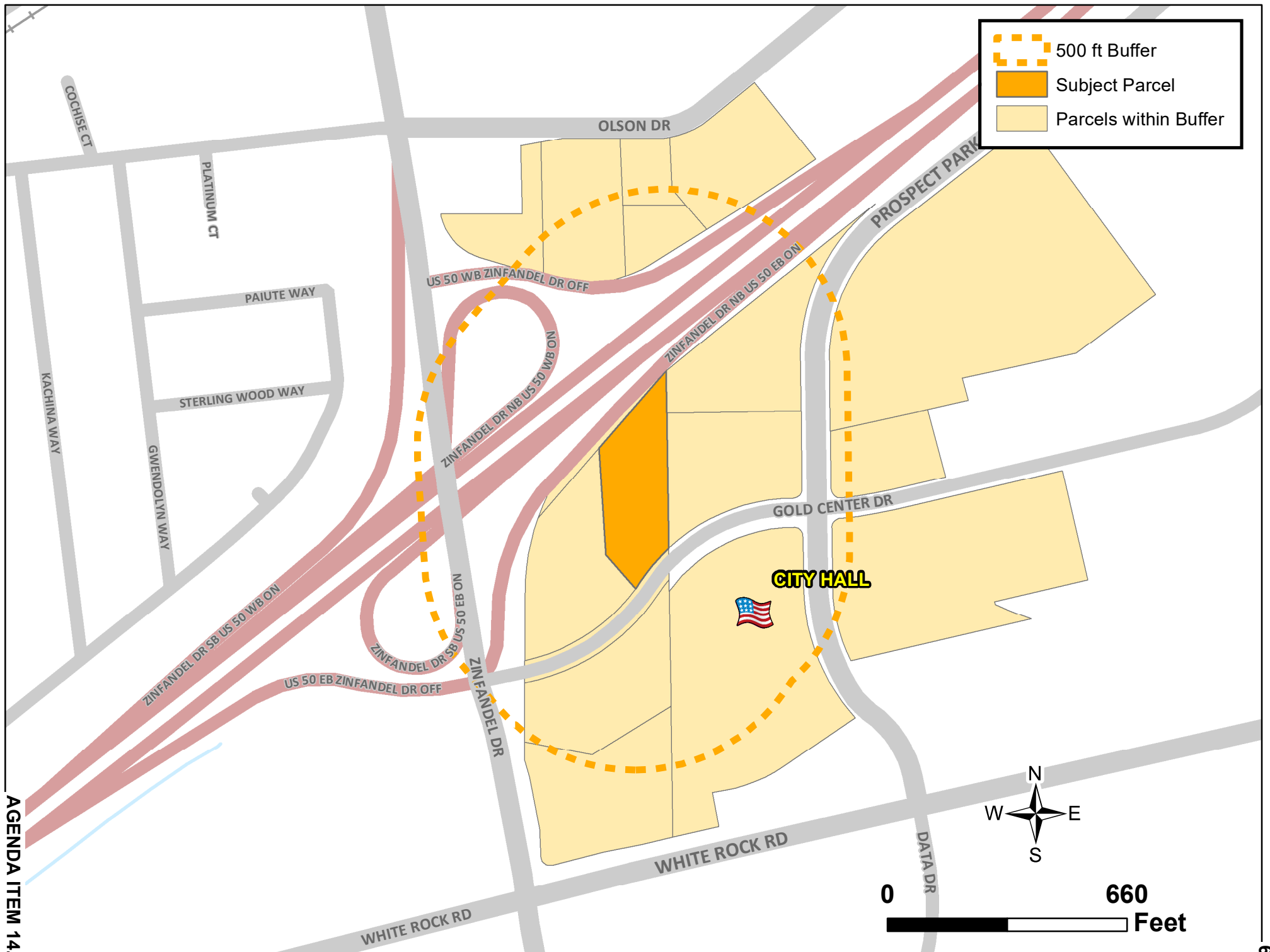
ATTACHMENT 3 EXHIBIT B TO THE RESOLUTION

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	Department at billings@cityofranchocordova.org for the status of your account with the City.				
5.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	General	On-Going	Public Works	
6.	Signage is not approved with this permit. All signage shall go through a separate permit process and 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	Code Enforcement	
8.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director.	Expiration	On-Going	Planning/Police	
Prior to Issuance of Building Permits					
9.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building Permits	Planning	
10.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers) shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure.	Architectural	Prior to Issuance of Building Permits	Planning	
11.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval	Architectural	Prior to Issuance of Building Permits	Planning/Building	

Conditions of Approval

ATTACHMENT 3 EXHIBIT B TO THE RESOLUTION

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
12.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/Building/ Public Works	



R I HERITAGE INN RANCHO CORDOVA
INC
591 W PUTNAM AVE
GREENWICH CT 6830

W2005/FARGO HOTELS RLTY L
P(W2005/FARGO HTL HOLD)
6011 CONNECTION DR
IRVING TX 75039

LSREF3/AH CHICAGO LLC
2711 N HASKELL AVE
DALLAS TX 75204

BJMF LLC/MIDTOWN NATL GROUP
LIMITED PARTNERSHIP
19601 N 27TH AVE
PHOENIX AZ 85027

RAINTREE REALTY II LLC
316 CALIFORNIA AVE 350
RENO NV 89509

MONUMENT PROPS PROSPECT PK LLC
1100 S FLOWER ST STE 3100
LOS ANGELES CA 90015

SACRAMENTO SUBURBAN
ACQUISITIONS ETC
101 CALIFORNIA ST STE 1000
SAN FRANCISCO CA 94111

GOLD CENTER HOTEL LLC
18800 BELLA VINA
SARATOGA CA 95070

R & S INVESTMENTS OF NEVADA LLC
3558 MONO PL
DAVIS CA 95618

JOHN S FOGGY DECLARATION 2011
TRUST
6556 LONETREE BLVD STE 200
ROCKLIN CA 95765

800 COMPRAR LLC
2701 DEL PASO RD 130-332
SACRAMENTO CA 95835

OLSON DRIVE TRUST 10826
2701 DEL PASO RD 130-332
SACRAMENTO CA 95835

POULSEN LAND COMPANY II L P
PO BOX 2028
OLYMPIC VALLEY CA 96146

REE TRUST
1964 CONFIDENCE CT
GOLD RIVER CA 95670

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10750 OLSON DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10824 OLSON DR # D
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10824 OLSON DR # A
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10824 OLSON DR # C
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10824 OLSON DR # B
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10826 OLSON DR STE A
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10826 OLSON DR STE B
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10800 OLSON DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10830 OLSON DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2801 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2779 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10815 GOLD CENTER DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10755 GOLD CENTER DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10744 GOLD CENTER DR
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10801 WHITE ROCK RD
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 150
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 185B
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 325
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 180B
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 100
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 185A
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR # 350
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10850 GOLD CENTER DR STE 270
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
10826 OLSON DR # C
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 100
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 120
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 125
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 145
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CURRENT OCCUPANT
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CURRENT OCCUPANT
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CURRENT OCCUPANT
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CURRENT OCCUPANT
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CURRENT OCCUPANT
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CURRENT OCCUPANT
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RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 600
RANCHO CORDOVA CA 95670

CURRENT OCCUPANT
2868 PROSPECT PARK DR STE 650
RANCHO CORDOVA CA 95670

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
1965 BIRKMONT DR
RANCHO CORDOVA CA 95742

GOLDEN STATE WATER COMPANY
3005 GOLD CANAL DR
RANCHO CORDOVA CA 95670

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

MEMORANDUM

DATE: August 5, 2019

TO: Honorable Mayor and Council Members

FROM: Russell Ducharme, Neighborhood Services Manager

SUBJECT: **AN ORDINANCE ADDING CHAPTER 9.84, “PERSONAL PROPERTY STORAGE ON PUBLIC PROPERTY” TO TITLE 9 OF THE RANCHO CORDOVA MUNICIPAL CODE (PUBLIC PEACE, MORALS, AND SAFETY)**



RECOMMENDATION

Introduce and waive the first reading of the Ordinance.

RESULT OF RECOMMENDED ACTION

This Ordinance would not affect or impact the storage of personal property on any private property, nor would it apply to vehicles left upon public property, as that is already governed by different sections of the Municipal Code. Adoption of this Ordinance would simply amend the Rancho Cordova Municipal Code to make it a violation of the City code to store or leave personal property on public property, after twenty-four (24) hour pre-removal written notice, and providing a mechanism for recovery and retrieval of any impounded personal property.

BACKGROUND

The City already uses various tools for enforcing property left, disposed of, or abandoned on public areas, but the proposed Ordinance would give the City another tool to continue to maintain its regulations to encourage residents to keep public property in safe and accessible condition. This Ordinance would not apply to vehicles left on public property as that is already separately regulated by other City codes. This would simply deal with personal property that is left or abandoned after the required notice is given, ensuring there are clear processes to be followed for the benefit of the community.

The City is responsible for the maintenance of public property, including sidewalks and other public areas owned, managed or maintained by the City. Currently, the City uses a variety of tools to preserve the accessibility and conditions of the public sidewalks, roads, and other public areas. While the City has been successful at maintaining all public areas from premature deterioration or disrepair, many cities have also successfully adopted personal property storage ordinances or illegal dumping ordinances to help further combat the misappropriation of public spaces. These public areas must remain safe, clean, sanitary and accessible for public use by all individuals.

To promote general public health and safety of all public areas, the proposed Ordinance will regulate such personal property disposed, left, or stored on public property, with the allowance for the impoundment of such property, after the provision of notice. The proposed Ordinance's

legislative purpose states, in relevant part, that public property should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public property for the storage of personal property interferes with the rights of other members of the public to use public property for their intended purposes, including those with special accessibility issues and needs, and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of this Ordinance is to help maintain public property in a clean, sanitary, and accessible condition to prevent the misappropriation of public property for personal use and preserve the condition and maintenance of public property.

This Ordinance will give staff greater ability to timely enforce any illegal storage of personal property, as the law permits removal of storage of personal property on public property as long as adequate pre-removal notice is given. Here, this Ordinance is designed to give adequate pre-removal notice of twenty-four (24) hours, and to provide specificity in the content of the notice to ensure specific information is given for retrieval.

This Ordinance would balance the needs of the residents and public at large to access clean and sanitary public property consistent with the intended uses, with any individuals' personal property rights. On the one hand, the unauthorized use of public property for the storage of personal property interferes with the rights of members of the public to use public property for their intended purposes and can create a public health or safety hazard that adversely affects those who use the public areas. On the other hand, the pre- and post-removal notices will ensure that any individual who has left the personal property on public property will have the opportunity to retrieve any property so removed. This section attempts to balance the needs of all of the City's residents' right to safely use public property, while balancing the rights of the personal property owners.

Neighborhood Services and the Police Department will be responsible for ensuring compliance with this Ordinance. The proposed Ordinance adds provisions relating to enforcement and penalties for violations of the proposed Ordinance, which would include an administrative citation penalty amount consistent with other property maintenance violations, or a criminal misdemeanor or infraction citation.

FISCAL IMPACT

There are no immediate fiscal impacts relating to this discussion beyond staff time. There will be some fiscal impact as a result of the adoption of this proposed Ordinance as a result of the recovery of possible fines collected for violations.

ATTACHMENTS

1. Ordinance
2. Exhibit A to the Ordinance – Municipal Code Amendment

3323004.1

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2019**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING TITLE 9 (PUBLIC PEACE, MORALS AND SAFETY),
ADDING CHAPTER 9.84 "PERSONAL PROPERTY STORAGE ON PUBLIC PROPERTY" OF
THE RANCHO CORDOVA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Purpose and Declarations.**

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain additions to Title 9 (Public Peace, Morals and Safety), Chapter 9.84 "Personal Property Storage On Public Property" are necessary to regulate the storage of personal property on public property consistent with state law; and

WHEREAS, the unauthorized use of public areas for the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects residential and commercial areas; and

WHEREAS, the unauthorized use of public areas for the storage of personal property also interferes with the rights of disabled or handicapped members of the community protected by federal and state laws designed to ensure accessibility of travel, including on public pedestrian paths and sidewalks; and

WHEREAS, the purpose of this ordinance is to maintain public areas in clean, sanitary and accessible condition to prevent the misappropriation of public areas for personal use, to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses, and to provide a process for residents to recover impounded property; and

WHEREAS, on August 5, 2019 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

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

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) Based upon the facts and information contained in the staff report, administrative record, and written and oral testimony and comment, the City Council hereby finds that this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor have a significant

ATTACHMENT 1

impact on the environment. It can be seen with certainty that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment because the ordinance regulates human activity so as to provide clean, sanitary and accessible condition of public property in accordance with the goal of maintaining the health and safety of the community and will not result in a permanent alteration of property nor the construction of any new or expanded structures. Further, the ordinance is not a "project" within the meaning of CEQA because the activities described and regulated in the ordinance are a continuing administrative activity of the City involving general policy and procedure making and organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment. (State CEQA Guidelines, Cal. Code of Regs., Title 14, § 15378.) Therefore, no environmental assessment is required or necessary.

Section 3. Addition to Title 9 Public Peace, Morals and Safety.

The City Council hereby adopts Chapter 9.84 Personal Property Storage on Public Property of Title 9 of the Rancho Cordova Municipal Code (Public Peace, Morals and Safety), as shown and incorporated in Exhibit A to this ordinance.

Section 4. Severability.

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

Section 5. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, CMC, City Clerk

3325166.1

Rancho Cordova

Municipal Code Amendment

Title 9 Public Peace, Morals and Safety

Chapter 9.84 Personal Property Storage on Public Property

Chapter 9.84

Personal Property Storage on Public Property

9.84.010 Purpose.

9.84.020 Definitions.

9.84.030 Prohibitions.

9.84.040 Notice.

9.84.050 Property Disposition.

9.84.060 Violation—Penalty.

9.84.010 Purpose.

Public areas should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public property for the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes, including those with accessibility issues and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of this section is to maintain public areas in clean, sanitary and accessible condition to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

9.84.020 Definitions.

As used in this chapter, the following terms shall be ascribed the following meanings:

“Person” means any natural person or individual, group, business, business trust, company, corporation, joint venture, joint stock company, partnership, entity, association, club or organization composed of two or more individuals (or manager, lessee, agent servant, officer or employee).

“Personal Property” means any and all tangible thing or property, including without limitation, goods, materials, products, and merchandise or food of any kind. For purposes of this chapter, “personal property” shall not include abandoned, wrecked, dismantled, or inoperative vehicles situated or stored upon public property within the meaning of chapter 6.56 of this code.

“Public property” shall mean that portion of any public area or public areas within the City of Rancho Cordova that are owned, managed, controlled, or maintained by the City, including,

without limitation, any parking lot, lot, street, median strip, space, ground, building, structure, sidewalk, avenue, highway, lane, alley, court, place, square, parkway, curbs, bikeway, or any right-of-way or other public way in the City, improved or unimproved.

“Store” shall mean to put aside or accumulate for use when needed, or to put for safekeeping, and/or to place or leave or lay away in a location for preservation or later use or disposal, separate and apart from being carried, kept, or stored upon one’s natural person.

9.84.030 Prohibitions.

A. It shall be unlawful for any person to store personal property on public property within the City.

B. Personal property shall be deemed to be stored personal property if it has not been removed from public property within 24 hours of service of written notice, requiring such removal.

C. All stored personal property may be impounded by the City, pursuant to this chapter.

D. The provisions of this chapter shall not be applicable to, or deemed to prohibit, personal property that is stored in a public area pursuant to statute, ordinance, permit, regulation, or other lawful authorization by the city, state, or federal government.

9.84.040 Notice.

A. Pre-Removal Notice. The enforcement officer may remove personal property unlawfully stored or found in a public area as follows:

1. The location of any personal property shall be tagged and dated with a notice including the following:

It is illegal to store personal property in a City park, street, public parking lot, or any public area, improved or unimproved. If this personal property is not removed from public property within 24 hours from the date of this posting (specify date and time deadline), THIS PERSONAL PROPERTY SHALL BE DEEMED UNLAWFULLY STORED AND SUBJECT TO REMOVAL AND POSSIBLE DESTRUCTION.

2. The notice shall also include (i) a general description of the personal property to be removed, (ii) the date and time the notice was posted, (iii) how the removed personal property may be retrieved, including a telephone number and the internet website of the city through which a person may receive information as to impounded personal property, and (iv) that the impounded personal property may be discarded or destroyed if not claimed within 90 days after impoundment.

3. The enforcement officer may remove any personal property still unlawfully stored or remaining after the posting period has expired.

B. Post-Removal Notice. Upon removal of such personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written post-removal notice shall include (i) a general description and location of the personal property removed, (ii) the date and approximate time the personal property was removed, (iii) a statement that the personal property has been stored on public property in violation of Rancho Cordova Municipal Code chapter 9.84, (iv) how the removed personal property may be retrieved, including a telephone number and the internet website of the city through which a person may receive information as to impounded personal property, and (v) that the impounded personal property will be deemed abandoned and may be discarded or destroyed if not claimed within 90 days after impoundment.

C. Nothing in this section shall prevent, restrict, or otherwise limit the City's right to remove, without prior notice, (i) evidence of a crime or contraband from a public area, (ii) personal property placed in a public area that poses an immediate threat to the health or safety of the public, (iii) personal property placed in a public area after the closure time of such public area, (iv) abandoned personal property, and (v) any personal property otherwise authorized by law to be removed without prior notice. Post-removal notice shall be provided as set forth in subsection (B) herein.

9.84.050 Property Disposition.

A. Following removal of unlawfully stored personal property, an enforcement officer shall:

1. Maintain an inventory reasonably identifying the personal property, where the personal property was approximately located prior to removal; and
2. Place the removed personal property in containers or other appropriate storage devices or carriers labeled in a manner facilitating identification by the enforcement officer and owner and which reasonably protect such property from damage or theft; and
3. Store removed personal property in an area designated by the enforcement officer for a period of ninety (90) days.

B. If removed personal property is claimed within ninety (90) days from removal, unless the property is connected to, or evidence of, a crime or is illegal to possess, the enforcement officer shall release the stored property to the owner upon his or her identification of the property and the approximate location where the property was left by the owner.

C. All unlawfully stored personal property pursuant to this chapter remaining unclaimed at the end of ninety (90) days from removal shall be deemed intentionally abandoned and may be summarily abated or destroyed, or shall be dedicated for public use or may be given for charitable use to a local nonprofit agency, or placed for sale.

9.84.060 Violation—Penalty.

A. Every violation of this chapter is declared to be a misdemeanor and subject to the penalties

prescribed by this code. Notwithstanding the preceding sentence, a violation of this chapter may, in the discretion of the prosecuting attorney or other enforcing authority, be charged and prosecuted as an infraction.

B. Notwithstanding the foregoing, any person who violates a provision of this chapter is subject to the imposition of administrative citations pursuant to chapter 16.18.205.F. of this code.

C. The remedies and penalties provided in this chapter and this code are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others, including those in RCMC 1.01.190 and Chapter 16.18 RCMC, and none of these penalties and remedies prevent the city from using any other remedy at law or in equity which may be available to enforce this chapter or to abate a public nuisance.

3325151.1

MEMORANDUM

DATE: August 05, 2019

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SECOND AMENDMENT TO THE FIRST RESTATED AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS, NAVE, RIBACK, SILVER & WILSON

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will approve the Second Amendment to the First Restated Agreement for Legal Services ("Amended Agreement") with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave"). The Amended Agreement includes a 6% increase to partially account for inflation since the last rate increase, and appointing two Deputy City Attorneys. The Amended Agreement shall take effect beginning with the August 2019 billing period.

BACKGROUND

Meyers Nave has served as the City Attorney for Rancho Cordova since the City's incorporation in 2003. The City Council recently completed its performance evaluation of the City Attorney and reported out of closed session that "overall the City Attorney's service to the City of Rancho Cordova has been outstanding."

Meyers Nave's compensation was last adjusted for inflation in 2017. Since 2017, the Consumer Price Index (CPI) has increased by 7.1%. This Second Amendment would increase the City Attorney's current rates by 6%, rounded to the nearest \$5 for each rate category, which is slightly less than inflation as reflected in the CPI.

The compensation adjustments apply only to the hourly rate for legal services. The total amount that the City pays for Meyers Nave's legal services is based upon budgets annually adopted by the City Council in collaboration with the City Manager. Meyers Nave's services to the City have consistently been within those established budgets

ATTACHMENT

1. Resolution
2. Exhibit A to the Resolution – Legal Services Agreement

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE MAYOR TO APPROVE THE SECOND AMENDMENT TO THE
FIRST RESTATED AGREEMENT FOR LEGAL SERVICES WITH MEYERS, NAVE,
RIBACK, SILVER & WILSON**

WHEREAS, Meyers, Nave, Riback, Silver & Wilson (“Meyers Nave”) was hired by the City to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 (“Agreement”); and

WHEREAS, the City and Meyers Nave amended the Agreement on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement) and August 17, 2015; and

WHEREAS, the City Council recently conducted a performance review of the City Attorney and found the performance under the contract to be outstanding; and

WHEREAS, the City and Meyers Nave desire to update the Agreement, as set forth in this Amendment to the First Restated Agreement for Legal Services, to adjust compensation rates and to appoint two Meyers Nave Associates as Deputy City Attorneys.

NOW, THEREFORE, the City Council of the City of Rancho Cordova hereby approves the Second Amendment to the First Restated Agreement for Legal Services and resolves that the Mayor is authorized to execute the Second Amendment to the First Restated Agreement for Legal Services between the City of Rancho Cordova and Meyers, Nave, Riback, Silver & Wilson, attached hereto as Exhibit A. The Second Amendment to the First Restated Agreement for Legal Services shall be effective, beginning with the August 2019 billing period.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 5th day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2 EXHIBIT A TO THE RESOLUTION

SECOND AMENDMENT TO FIRST RESTATED AGREEMENT FOR LEGAL SERVICES

This Second Amendment to the First Restated Agreement for Legal Services ("Second Amendment") is made and entered into as of August 5, 2019 by and between the City of Rancho Cordova, a municipal corporation, in the State of California, acting by and through its City Council, (hereinafter "City") and Meyers, Nave, Riback, Silver & Wilson, a professional corporation (hereinafter "Meyers Nave").

RECITALS

WHEREAS, Meyers Nave was hired by the City to provide legal services as described in the initial Agreement for Legal Services dated February 24, 2003 ("Initial Agreement").

WHEREAS, the City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement for Legal Services, or "Agreement"), and August 17, 2015 to amend the appointments and compensation provided under the Agreement; and

WHEREAS, adjustments for inflation (CPI) have not been made since 2017; and

WHEREAS, two Meyers Nave Associates capably assist the City Attorney and are deserving of the distinction of appointment as Deputy City Attorney; and

WHEREAS, City and Meyers Nave now desire to amend the Agreement as set forth in this Second Amendment; and

WHEREAS, the City Council on August 5, 2019 authorized the Mayor to execute this Second Amendment on behalf of the City; and

WHEREAS, this Second Amendment shall take effect in the August 2019 billing cycle.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Section 1 of the Agreement, "Appointment of City Attorney," is hereby amended to read as follows:

Appointment of City Attorney.

City hereby appoints and retains Adam U. Lindgren, a Principal in the firm of Meyers Nave (hereinafter "Attorney"), as City Attorney for the City of Rancho Cordova. Meyers Nave agrees to faithfully represent the legal interests of City during the term of this Restated Agreement. City hereby appoints and retains Jose M. Sanchez, a Principal in the firm of Meyers Nave, as Assistant City Attorney. City hereby appoints and retains Frank A. Splendorio, an Associate in the firm of Meyers Nave, as Deputy City Attorney. City hereby

appoints and retains Trevor T. Taniguchi, an Associate in the firm of Meyers Nave, as Deputy City Attorney.

2. Section 4 of the Agreement, "Compensation," is hereby amended to read as follows:

Compensation:

City shall compensate Meyers Nave on an hourly basis in accordance with the terms and conditions of this Agreement in the following amounts:

- a. For general City Attorney services, a rate of \$265 per hour for all attorneys except for Principals, who shall receive \$275 per hour. Paralegal services at a rate of \$140 per hour.
- b. For all special counsel services, a rate of \$300 per hour for attorneys. Paralegal services at a rate of \$145 per hour. Special counsel services include post redevelopment, labor and employment and telecommunications.
- c. For litigation services, a rate of \$365 per hour for Senior Principals and Senior Of-Counsel Attorneys; \$335 for Junior Principals; \$300 for Senior Associates; and, \$265 for Junior Associates. Paralegal services at a rate of \$155 per hour.
- d. For cost-recovery services (all legal work chargeable to third party applicants of the City), a rate of \$345 per hour for Senior Principals; \$345 per hour for Junior Principals; \$315 for Senior Associates; and \$295 for Junior Associates. Paralegal services at a rate of \$170 per hour.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as document duplication, facsimile charges, postage, and mileage shall not be separately billed, but shall be billed as a surcharge of 3% of each invoice. Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. There shall be no charge for travel to regular City Council or regular City Staff meetings. Any travel costs charged shall be billed at one-half the applicable hourly rate.

Meyers Nave shall establish separate accounts and billing numbers for specific subject matters, municipal departments, distinct services and litigation in order to permit accurate accounting of legal costs associated with such separate matters. Billing narrative shall adequately describe the nature of the work performed, the billing attorney and the amount of time expended.

City shall establish by appropriate fee schedule, permit and processing fees adequate to reimburse City for legal costs incurred but reimbursable by third parties seeking entitlements,

permits or licenses.

3. Section 5 of the Agreement, "CPI Adjustment," is hereby deleted.

4. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the First Restated Agreement for Legal Services the day and year set below.

DATED: _____

Robert J. McGarvey, Mayor
City of Rancho Cordova

DATED: _____

Adam U. Lindgren, Principal
Meyers, Nave, Riback, Silver, & Wilson

3325827.2