

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, September 16, 2019

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

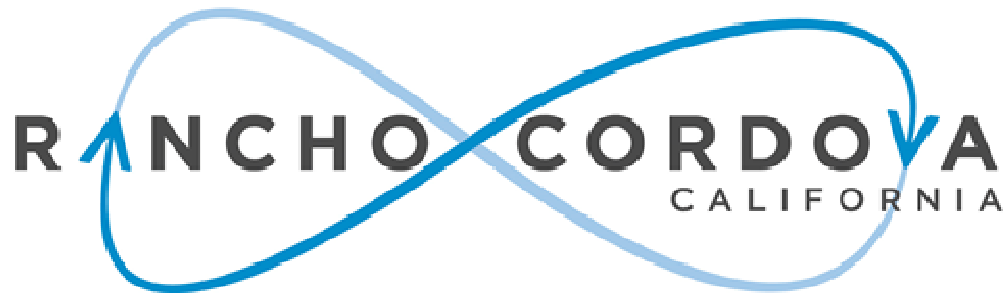
David Sander, Vice Mayor

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, September 16, 2019

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

President Wayne Langford from The Church of Jesus Christ of Latter-day Saints will give the invocation.

5. PRESENTATIONS

- 5.1 Community Enhancement Fund Grant Check Presentations to 1) Elk Grove Unified School District 2) Symphony d'Oro Rancho Cordova 3) Children's Choice for Hearing & Talking (CCHAT) 4) Cordova Community Council Foundation 5) Cordova Community Food Locker.
- 5.2 Introduce New Employees: Kelly Thompson, Deputy City Clerk by Stacy Leitner City Clerk, and Arthur Klets, Code Enforcement Officer I by Elizabeth Sparkman,

Community Development Director.

6. 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.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes from the Special City Council Meeting of August 27, 2019, and the Regular City Council Meeting of September 3, 2019.
Recommendation: Adopt the Minutes.
- 9.2 **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Michael Baker International, Inc. in an Amount Not to Exceed \$1,864,000 for a Term of October 1, 2019 to September 30, 2021 for On-Call Planning Services.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute a contract with Michael Baker International, Inc. in an amount not to exceed \$1,864,000 for a term of October 1, 2019 to September 30, 2021 for On-Call Planning Services.
Staff Report: Darcy Goulart, Planning Manager.
Advances Goals: 5.
- 9.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 24-2018-2 with Interwest Consulting Group to Increase the Contract Amount from \$300,000 to a Not to Exceed Amount of \$550,000 for Project Management and Technical Support for Design Projects, Development Services and Grant Opportunities.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 24-2018-2 with Interwest Consulting Group for project management and technical support for design projects, development services and grant opportunities. This will increase the contract amount from \$300,000 to an amount not to exceed \$550,000. The current contract term of June 30, 2020 remains unchanged.
Staff Report: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Engineer.
Advances Goals: 2, 3 and 5.
- 9.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 153-2019

with R3 Consulting Group, Inc. in an Amount Not to Exceed \$412,500 for On-Call Solid Waste Consulting Services.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 153-2019 with R3 Consulting Group, Inc. in an amount not to exceed \$412,500 for on-call solid waste consulting services through June 30, 2022.

Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Operations & Maintenance Division Manager.

Advances Goals: 1, 2 and 5.

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

Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Bradshaw Village project.

Result of Recommended Action: Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Bradshaw Village project and sets a public hearing for October 7, 2019 on the matter.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goals: 5.

- 9.6 **Subject:** A Resolution to Approve the Annexation Boundary Map for the Bradshaw Village Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution approves Annexation Boundary Map No. 29 for the Bradshaw Village project and Annexation of the Property to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goals: 5.

- 9.7 **Subject:** A resolution Authorizing the City Manager to Execute Contract No. 151-2019 with Madsen Roofing & Waterproofing, Inc. in an Amount not to Exceed \$234,111.90 for Construction and Installation of a New Roof and Mechanical Equipment at 2880 Gold Tailings Ct. Building for the Rancho Cordova Neighborhood Services Center (RCNC) Roof Replacement Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the resolution will authorize the City Manager to execute Contract No. 151-2019 with Madsen Roofing & Waterproofing, Inc. in an amount not to exceed \$234,111.90 to replace the roof and mechanical equipment at 2880 Gold Tailings Ct. for the RCNC Roof Replacement Project.

Staff Report: Laurel Bane, Facilities Services Representative.

Advances Goals: 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution Approving the 2018-19 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) for Submittal to the U.S. Department of Housing and Urban Development (HUD).
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will approve submittal of the 2018-19 CDBG CAPER for HUD review according to the requirements and timelines.
Staff Report: Stefan Heisler, Reinvestment Analyst.
Advances Goals: 1, 2, 5 and 6.

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Public Hearing to Accept the Final Economic Subsidy Reports Prepared Pursuant to Government Code Section 53083 for Previously Approved Incentives for a Proposed New Hotel and Event Space at 11212 Point East Drive, Rancho Cordova, CA and a Business Expansion at 11151 Trade Center Drive, Suite 106, Rancho Cordova, CA.
Recommendation: Conduct public hearing on two required economic subsidy reports for previously approved incentives and accept reports.
Result of Recommended Action: The City will fulfill its statutory reporting requirements for the two previously approved economic subsidies.
Staff Report: Amanda Norton, Economic Development Manager.
Advances Goals: 6.

12. REGULAR CALENDAR ITEMS

NONE.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

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

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item:

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

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

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	
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.

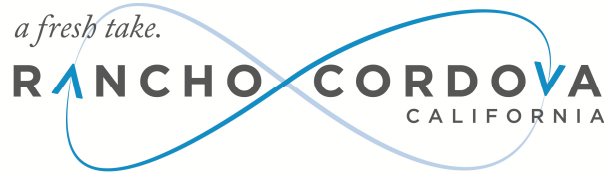
CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, September 16, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on September 12, 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.cityofranchocordova.org.

Signed September 12, 2019 at Rancho Cordova, California.



Stacy Leitner, CMC, City Clerk



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, August 27, 2019

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the special meeting to order in the American River Community Room at 5:37 p.m.

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

Council Members Absent: None.

Staff Members Present: Abhar, Carr, Cowles, Goulart, Heisler, Kniestedt, Norton, Pittman, Riley, Runner, Sosa, Sparkman, Splendorio, Stricker, Ulm.

2. PUBLIC COMMENT

Mayor McGarvey opened up the public comment period, seeing no speakers, Mayor McGarvey closed the public comment period.

3. SPECIAL MEETING ITEM

ACTION: Public comments and input were received regarding the Discussion on Age Restricted Active Adult Communities, and on the Status Update on Two Pending Residential Projects: The Ranch and Grantline 220 and an Overview of Potential Senior Independent Living Project.

- 3.1 **Subject:** Discussion on Age Restricted Active Adult Communities, Including a Status Update on Two Pending Residential Projects; The Ranch and Grantline 220 and an Overview of a Potential Senior Independent Living Project.

Recommendation: Receive a report on two pending age restricted active adult residential projects and one potential senior independent living project. Have a general discussion on various types of age restricted active adult communities and provide feedback and/or direction to staff on developing policies or standards for future age restricted active adult communities.

Result of Recommended Action: No formal action is requested of Council at this time. Staff will provide a status update of two projects and an overview of a potential project, as well as lead a general discussion on age restricted active adult communities. If the Council has a desire to provide policies or standards for future age restricted active adult communities, they can direct staff to prepare the policies and standards to be brought back for consideration at a later date.

Staff Report: Darcy Goulart, Planning Manager

Advances Goals: 1, 2, and 6.

4. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 7:17 p.m.

Stacy Leitner, CMC
City Clerk



CITY COUNCIL MEETING

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

Tuesday, September 03, 2019

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the Regular Meeting to order in the David B. Roberts Council Chambers at 5:40 p.m.

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

Council Members Absent: None.

Staff Members Present: Abhar, Carr, Cowles, Ducharme, Goulart, Kniestedt, Pittman, Riley, Runner, Sparkman, Splendorio, Stricker, Verdun.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recording and playback schedule.

3. PLEDGE OF ALLEGIANCE

Robert Van Cleef led the pledge.

4. INVOCATION

Dan DeShong from River City Christian gave the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Proclamation to Designate September 2019 as Prostate Cancer Awareness Month.

6. PUBLIC COMMENT

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

- Helen Fredericks
- Robert Van Cleef

Mayor McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.5 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

9.1 **Subject:** Meeting Minutes from the Regular City Council Meeting of August 19, 2019.

Recommendation: Adopt the Minutes.

9.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 45-2016-2 with Bender Rosenthal, Inc. to Increase the Contract Amount to a Not to Exceed Amount of \$200,000 and Extend the Contract Term from June 30, 2020 to December 31, 2020 for On-Call Right of Way Appraisal and Acquisition Services.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 45-2016-02 with Bender Rosenthal, Inc. (BRI) for On-Call Right of Way Appraisal and Acquisition Services to extend the contract term to December 31, 2020, which results in an increase to the contract amount from \$100,000 to a not to exceed amount of \$200,000.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

9.3 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 3, Subdivision No. FM-2018-001-04 and Execution of the Subdivision Improvement Agreement Contract No. 147-2019.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 147-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map creating 108 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.

- 9.4 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 4, Subdivision No. FM-2018-001-05 and Execution of the Subdivision Improvement Agreement Contract No. 148-2019.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 148-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 4, creating 124 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.
- 9.5 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 6 Subdivision No. FM-2018-001-06 and Execution of the Subdivision Improvement Agreement Contract No. 149-2019.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 149-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 6, creating 61 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.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Stonecreek Industrial Center project.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Stone Creek Industrial Center project. The action also sets 1:30 p.m. on September 18, 2019 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goals: 5.

Mayor McGarvey opened the public hearing, seeing no speakers, Mayor McGarvey closed the public hearing.

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

- 10.2 **Subject:** D.R. Horton for Anthology at Anatolia Subdivision Major Design Review Project No. DD9879.
Recommendation: Determine the project Exempt per Section 15182, of the CEQA Guidelines; and adopt the Resolution for D.R. Horton, Anthology at Anatolia Major Design Review.
Result of Recommended Action: Adoption of the Resolution would approve the Major

Design Review to include four new house plans within Anthology at Anatolia subdivision. Approval would allow the applicant to pursue necessary building permits for new construction.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2 and 6.

Council Members Gatewood and Terry recused themselves at 6:25 PM due to a conflict of interest due to the proximity of their homes to the properties related to Item 10.2.

Mayor McGarvey opened the public hearing, seeing no speakers, Mayor McGarvey closed the public hearing.

ACTION: Motion to approve by Budge, second by Sander; Motion passed with a 3:0 vote. Council Members Terry and Gatewood recused.

Council Members Terry and Gatewood returned to the Dias at 6:29 p.m.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Discussion and Direction on Potential Title 23 (Zoning Code) Amendments.

Recommendation: Receive a report and provide direction to staff on various Title 23 (Zoning Code) Amendments related to internal chain link fencing and storage yard separation requirements from residential uses.

Result of Recommended Action: No action will be taken by the City Council. Staff will provide an overview of the various potential amendments to Title 23 related to internal chain link fencing and storage yard separation requirements from residential uses and request direction from the City Council to prepare the amendments for a future public hearing and action.

Staff Report: Darcy Goulart, Planning Manager.

Advances Goals: 1, 2 and 6.

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

1. Chuck Shaw

Seeing no additional speaker, Mayor McGarvey closed the public comment period.

ACTION: Council gave staff direction regarding potential Title 23 (Zoning Code) Amendments. No action taken.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 7:15 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: September 16, 2019
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager



SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MICHAEL BAKER INTERNATIONAL, INC. IN AN AMOUNT NOT TO EXCEED \$1,864,000 FOR A TERM OF OCTOBER 1, 2019 TO SEPTEMBER 30, 2021 FOR ON-CALL PLANNING SERVICES

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute a contract with Michael Baker International, Inc. in an amount not to exceed \$1,864,000 for a term of October 1, 2019 to September 30, 2021 for On-Call Planning Services.

BACKGROUND

The City has been contracting with Michael Baker International (MBI) to provide planning and housing services for several years. These services have included staffing the Planning Department and performing regular department functions on a daily basis, environmental review and permitting, development and administration of housing policies and programs and some miscellaneous supplemental support tasks as needed.

Currently, the City has two separate contracts with MBI; one for planning and one for housing. Both of these contracts are set to expire at the end of the month. In anticipation of the contract expiration, staff looked at all the services that MBI is currently performing for the City and how best to consolidate all services provided into one contract, as well as capture any additional services that may be needed in the future. This resulted in the desire to issue a Request for Proposal (RFP) for a two-year On-Call Planning Services contract to include various consultant tasks to include Planning, Environmental, Housing and Supplemental Engineering Support Services.

ANALYSIS

As mentioned above, the City recently conducted a RFP for On-Call Planning Services to include the services listed above. As a result of the RFP, Michael Baker International was one of the firms selected to provide the City with On-Call Planning Services. As part of the new contract, MBI will provide the following:

- Planning – on-site full-time Senior Planner, environmental services and advanced planning services as needed.
- Housing – CDBG and Housing Program Services
- Public Works – off-site full-time support services for development review.

The total contract amount for the two-year period is \$1,864,000. While this compares in cost to the existing MBI contract, that contract only covers consultant services for Planning, which included four full-time on-site staff members. The City has since converted three of the four full-time positions into permanent City employees, which is a major factor as to why the planning contract amount is considerably less. Housing will continue to utilize off site staff resources for administration of the City's CDBG program and other support services. Public Works will utilize MBI for review of development projects, plan and map checks and other supplemental support as needed. The fiscal year breakdown for each department is as follows:

<u>FY 19/20</u>		<u>FY 20/21</u>	
Planning	\$400,000	Planning	\$450,000
Housing	\$107,000	Housing	\$107,000
Public Works	\$400,000	Public Works	\$400,000
Total	\$907,000	Total	\$957,000

By entering into a contract with MBI, there would not be any lapse in the current day to day operations of the three departments listed above. Additionally, operationally it is easier to manage all the services under one contract versus three separate contracts.

FISCAL IMPACT

There are sufficient funds budgeted to cover the costs of this contract and have been factored into the recently adopted 19/20 and 20/21 fiscal year budgets. The contract is funded through various means including entitlement fees, developer deposits, CDBG grant funding and the general fund. Approval of this contract would not result in a need to amend departmental budgets.

ATTACHMENTS

1. Resolution
2. Contract No. 156-2019

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 A
CONTRACT WITH MICHAEL BAKER INTERNATIONAL, INC. IN AN AMOUNT NOT TO
EXCEED \$1,864,000 FOR ON-CALL PLANNING SERVICES**

WHEREAS, the City of Rancho Cordova wishes to contract with Michael Baker International, Inc. for on-call services to include planning, housing and public works supplemental services; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute a Professional Services Agreement with Michael Baker International, Inc. to provide on-call services for an amount not to exceed \$907,000 for year one and \$957,000 for year two; and

WHEREAS, the Professional Services Agreement will be executed for a two-year period beginning on October 1, 2019 to September 30, 2021; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 156-2019 with Michael Baker International, Inc. for on-call services, in an amount not to exceed \$1,864,000 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

CONTRACT NO.: 156-2019

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN

THE CITY OF RANCHO CORDOVA AND

MICHAEL BAKER INTERNATIONAL, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Michael Baker International, Inc. a Pennsylvania corporation ("Professional") as of October 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 September 30, 2021 the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.4** **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed \$1,864,000 for the two-year term of the contract, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed thirty-five thousand dollars (\$35,000). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

Section 6. **STATUS OF PROFESSIONAL.**

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

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

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

Section 7. **LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon thirty (30) days written notification to Professional.

Professional may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6** **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. **KEEPING AND STATUS OF RECORDS.**

- 9.1** **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

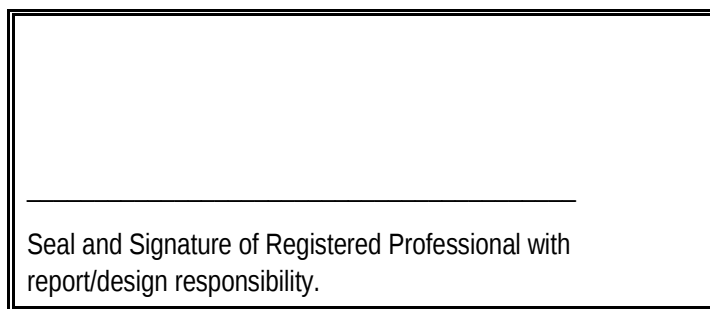
10.9 Contract Administration. This Agreement shall be administered by Elizabeth Sparkman, Community Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Professional shall be sent to:

Michael Baker International, Inc.
 2729 Prospect Park Drive, Suite 220
 Ranch Cordova, CA 95670
 Attn: Tom Tracy
 Email Address (for Insurance Update Requests)
 tom.tracy@mbakerintl.com

Any written notice to City shall be sent to:
 City of Rancho Cordova
 Attn: Elizabeth Sparkman
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

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



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Tom Tracy, Associate Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney



Proposal On-Call Planning Services

Exhibit A



INTRODUCTION

Since its incorporation in 2003, the City of Rancho Cordova has been a valued client, neighbor, and close partner with Michael Baker. Over that time, we have continued to work closely with City staff on multiple initiatives. As you will see in this proposal, we have an available, well-qualified, and experienced team that is prepared to continue delivering all of the services described in the RFP.

At Michael Baker, we focus on people, places, and creating great communities. We routinely provide extension of staff services for municipalities and agencies and exceed expectations for planning, housing, redevelopment, finance, GIS, project management, and beyond. We provide a cost-effective and flexible approach, assigning appropriately experienced and personable staff to match clients' work needs. As a full-service consulting firm, Michael Baker offers agency staffing, environmental, comprehensive planning, emergency management, engineering, and other services. Additionally, we are excited to include our **subconsultant partner, TRC**, who will provide the capability for any necessary field inspection services.

Michael Baker understands the challenges that local agencies face as opportunities for new development arise and require responsive and thorough professional analysis. From initial application review to project analysis, from overseeing noticing to preparing documents for decision-makers, our staff members have collectively processed thousands of development entitlements for cities throughout California. At Michael Baker, we work hard to ensure that we get the right person on the job with the experience and capacity to be successful. Our reputation depends on it.

In the following sections of this proposal, we will demonstrate our continued commitment to the City. We stand ready to continue offering our very best planning, environmental, housing, and engineering services with staff whom you have come to know and trust over our 16-year history together.

SERVICES TO THE CITY

PROPOSED SERVICES

Michael Baker understands the City is looking for a variety of services to support the Planning Division of the Community Development Department. Our team of experienced staff can assist the City with developing and delivering programs and projects associated with departmental obligations and overall fulfillment of citywide goals, among them being to "ensure a safe, inviting and livable community." As your current contract planning staff, we understand the City's facilities, processes, and operations. We recognize that City staff must respond quickly to City Council priorities and the needs of the community and project applicants. Michael Baker is responding to and proposing to provide all of the requested services identified in the RFP:

Services included in the proposal

City Services
1. Designated Contract Planner
2. Advanced Planning Services
3. Environmental Services
4. CDBG and Housing Program Services
5. Supplemental Services



Proposal On-Call Planning Services



MEETING YOUR COMMITMENTS

The City of Rancho Cordova is an important strategic client for Michael Baker. Our management team has a strong understanding of our team's workload, and we will ensure that work is allocated adequately so that staff can commit to project meetings, site visits, and assigned project tasks, as necessary. To demonstrate that we have the capacity to complete larger projects, our staffing section and organization chart show that we offer the required range of services and can call on Michael Baker's deep resources to complete substantial assignments.

UNDERSTANDING OF SERVICES PROPOSED

1. Designated Contract Planner

Based upon the RFP, we understand that the City is seeking a full-time in-house senior planner to assist City staff with major development projects and planning activities. Ms. June Cowles, AICP, will continue in her current role as the Designated Contract Planner. Ms. Cowles is a senior planner who will continue to receive general direction from the City's Planning Manager in providing essential services as the project planner for specific projects. We understand that the majority of assigned work would include tasks such as:

- Assistance with public counter support and preapplication reviews; fielding/answering general and online information questions
- Application intake, reporting, and tracking
- Preliminary project and application review
- Consultation with other City departments, other outside agencies, special districts, and community groups as needed
- Formal application review, plan review, map checking, and evaluation for completeness
- Analysis of zoning, General Plan, specific plans, master plans, and area plans
- Site visits and on-site inspection for all new development activity
- Attendance as needed at project meetings with City staff or the applicant
- Project compliance with City policies and local and state guideline development standards and regulations
- Preparation of staff reports and public hearing notices for review by the City Council, as required
- Engagement and management of technical consultants for specific tasks or reports (as requested)
- Presentations and/or assistance to the City staff with project presentations to City Council
- Conducting scoping, outreach, or public information meetings with City staff
- Preparing annual development agreement reviews as required under applicable law and notices of compliance
- Assistance with regional planning activities
- Managing third-party agreements with the City for planning and related projects

2. Advanced Planning Services

Michael Baker is well qualified to support the City on long-range planning and special projects. We provide a broad range of services with subject matter experts in community planning, urban design, public outreach, sustainability and climate change, and municipal finance.

Our team has prepared many comprehensive general plan and zoning code updates and is well prepared to assist the City as the need arises to adjust and update these key City policy documents. While we have served as the consultant team on comprehensive updates, our staff members have also worked behind the counter, processing projects and working with the policy documents of many public agencies. We understand the challenges of ambiguous code sections and appreciate that, despite the best intentions, sometimes adopted regulations do not reflect the intent of a community and its elected officials.



Proposal On-Call Planning Services



For many of our client agencies, Michael Baker has either prepared focused updates to zoning or subdivision ordinances to respond to specific issues or completed an annual “cleanup” ordinance revision that offers further clarification on specific items. However the City wishes to approach these revisions, Michael Baker is ready and able to assist with ensuring the City’s regulations are consistent with new state legislation, case law, best practices, or local preferences.

3. Environmental Services

This section describes our overall qualifications and approach to providing environmental consulting services to the City as outlined in the RFP. Mr. Patrick Hindmarsh will continue in his current role in taking the lead on environmental consulting services. Mr. Hindmarsh is familiar with the studies, permits, and reports necessary to obtain environmental clearance for a variety of public facility development projects which Michael Baker staff have been a part of for years through our continued relationship with the City.

Our staff cover all the environmental disciplines required for CEQA, NEPA, site assessments, and regulatory permitting. The majority of assigned work would include tasks that Michael Baker have helped the City with in the past such as:

- Preparing environmental determinations for public and private projects processed by the City
- Environmental clearance, permitting, and compliance for projects
- On-site inspections and field surveys
- Assistance with the implementation of mitigation monitoring programs as well as long-term management and monitoring and reporting
- Peer review and advice on documents prepared by others
- Preparation, management, and/or review of associated CEQA documents
- Preparation of NEPA documentation for CDBG projects

The City and project applicants will want to understand the likely level of CEQA analysis early in the project review process:

- Conduct reviews in coordination with project planner and City staff.
- Focus on expediting CEQA review—to the extent appropriate, rely on previously completed CEQA analysis.
- Seek legally defensible CEQA analysis, conducted in an efficient and timely manner.

Our staff members are active in professional associations such as the Association of Environmental Professionals and the American Planning Association, and we stay current on CEQA and NEPA best practices and case law.

A complete listing of Michael Baker’s CEQA, NEPA, environmental permitting, and site assessment capabilities is included in the following table.

Service Type	Expertise	
Environmental Documents	▪ Categorical Exemptions/Exclusions (CE) ▪ Initial Studies/Negative Declarations/Mitigated Negative Declarations (IS/ND/MND) ▪ Environmental Assessments/Finding of No Significant Impacts (EA/FONSI) ▪ Environmental Impact Reports (EIR), Environmental Impact Statements (EIS)	
Technical Studies	▪ Air Quality Modeling ▪ Architectural History Evaluations ▪ LESA Agricultural Land Modeling ▪ Impact Fee Studies ▪ Community Impact Analysis ▪ Cultural Resources Reports	▪ Visual Impact Analysis ▪ Recreation/Trail Design ▪ Recreation Use Surveys ▪ GIS Mapping/Analysis ▪ Opportunities and Constraints Studies ▪ Native American and Historic Resources



Proposal On-Call Planning Services



Service Type	Expertise	
Technical Studies (continued)	- Greenhouse Gas Emissions Analysis - Environmental Justice Evaluation - Preliminary Hazardous Materials Assessments - Hydrology and Water Quality Analysis - Hydraulic Modeling - Noise Modeling	- Transportation/Traffic Impact Study - Utility Investigation - Visual Impact Analysis - Photo-simulations - Water Resource Study - Water Supply Assessment
Public Outreach	- CEQA Public Notices (Notice of Preparation, Notice of Completion, Notice of Availability, Notice of Intent, Findings, Statement of Overriding Considerations, Notice of Determination) - NEPA Notices (Notice of Intent, Notice of Availability, Record of Decision, FONSI) - Legal Ads - Social Media - Scoping Meetings - Attendance and Representation at Public Hearings and Agency Meetings - Focused Discussion Groups - Consensus Building	
Mitigation Monitoring	- Mitigation Monitoring Plans - Development of Success Criteria and Monitoring Schedules - Preconstruction and Construction Surveys - On-Site Monitoring - Project Mitigation and Mitigation Bank Evaluation - Regulatory Permit Compliance	

4. CDBG and Housing Program Services

Under the leadership of Ms. Patrice Clemons, Michael Baker is prepared to continue providing CDBG and housing program services to the City. Our Housing and Community Development team has worked with more than 70 agencies in California to prepare housing assessments, assist in developing affordable housing strategies, and implement effective housing and community development projects, programs, policies, and plans. Our staff has also provided support staff and technical assistance to help jurisdictions successfully administer HUD-funded housing and community development programs and to develop and implement other state and federal grant-funded programs. Michael Baker has prepared numerous housing and community services analyses for jurisdictions looking for fact-based and data-driven policy recommendations, and we understand and are fluent in working with the data analysis and reporting requirements involved in successfully managing HUD grant and housing programs.

Our Housing and Community Development team can assist the City of Rancho Cordova with any of the following services, described in detail below:

- CDBG subrecipient assistance
- CDBG HUD required reporting
- 2021-2026 Consolidated Plan community engagement
- CDBG program support
- Housing program support
- Labor standards
- Construction management



Proposal On-Call Planning Services



CDBG Subrecipient Assistance

Subrecipient Management and Technical Assistance

- Michael Baker will assist the City to manage its CDBG program subrecipients and will work closely with subrecipients to communicate performance expectations, ensure regular reporting requirements are being met, and monitor performance to provide technical assistance as needed. Michael Baker has developed and utilizes standardized reporting forms for use by subrecipients.

CDBG Eligibility and Compliance

- Michael Baker will assist the City with ongoing compliance with CDBG program requirements. This will include assistance with determining and documenting compliance with basic eligibility and with ongoing documentation supporting eligibility and the measurement of program impact.

Michael Baker will also review applications for CDBG funds, proposed uses of CDBG funds, subrecipient agreements, contracts for services and construction, bid documents, and required HUD reporting (paper and online in IDIS) for compliance with CDBG requirements.

Application Assistance and Review

- Michael Baker will assist the City to evaluate proposed CDBG projects and programs. This will include the solicitation of proposals from potential subrecipients, preapplication technical assistance, public workshops, review and ranking of applications, initial recommendations, and work plan development for selected projects.

Michael Baker has available standardized application and review forms, and time-tested presentation materials available for the City's use.

CDBG HUD Required Reporting

Program Performance

- Michael Baker will assist the City with reporting on program performance. This task will be supported by working with subrecipients, specifically with assisting them to gather accurate information on program impact and report it in a timely manner. Michael Baker will ensure that the City is proposing, tracking, and reporting on the correct measures for each given activity type.

Contracting and Labor Standards

- Michael Baker will assist the City with compiling the required information to complete all information related to contracting and compliance with federal labor standards. This task will be supported by Michael Baker's assistance with labor compliance. Reports will include the Semi-annual Labor Standards Enforcement Report (HUD-4710) and the annual Contract and Subcontract Activity Report (HUD-2516). We will also collect and compile reports on the City's progress toward meeting goals in contracting with MBE/WBE and Section 3 firms and hiring of Section 3 persons.

Required Financial Reporting

- Michael Baker will assist the City with completing financial reports to HUD including the Federal Financial Report (SF-425). We will also assist with gathering and verifying the required information for this and any other financial status report required by HUD or other granting agency.

CAPER

- Michael Baker will work closely with City staff to complete the annual CAPER. We will collect and compile information on a quarterly basis throughout the year to ensure the quick and efficient completion of the CAPER.



Proposal On-Call Planning Services



Reprogramming and Reallocations

- Michael Baker will assist the City with tracking program progress and identify the need for mid-year reallocation of funds to new or existing programs or projects. Michael Baker will advise the City on the requirement for plan amendment and assist with plan amendment.

Financial Record Keeping and Reporting

- Michael Baker will assist the City with local record keeping and grant-side financial tracking. This will include the regular reconciliation with City Finance staff required to ensure accurate and timely reporting to HUD, and provide up-to-the-minute information on progress to meeting goals and the commitment and expenditure of CDBG funds.

Michael Baker has developed custom tools in Excel to track CDBG programs, which will be used to assist the City.

2021-2026 Consolidated Plan Community Engagement

Michael Baker will conduct enhanced community engagement, in collaboration with City staff, for the 2021-2026 Consolidated Plan efforts. Public outreach activities may include the following:

Stakeholders Consultations

- Michael Baker will conduct two consultation meetings with those organizations and agencies that have been identified and selected by the City of Rancho Cordova; the City estimates approximately 30 organizations. Consultations may be held with the following stakeholders and other similar groups: community-based organizations, social service agencies, faith-based organizations, local fair housing organizations, employment agencies, job-training organizations, youth and senior organizations, ADA advocacy groups, domestic violence shelters and service organizations, AID/HIV health providers, public/private housing providers, affordable housing advocates, affordable housing developers, real estate agents, housing authority resident advisory boards, homeless advocates, school districts, labor unions, local and regional transit agencies, tenant organizations, landlord organizations, philanthropic organizations, and City departments such as Community Development, Building, and Public Works.
- At these meetings, we will facilitate discussion to obtain stakeholder perspectives on the Consolidated Plan maps and data, community needs and issues, and contributing factors, and identify and prioritize solutions and goals.
- The two meeting locations will be determined after consultation with the City. Michael Baker will prepare meeting materials and will facilitate the meeting. One meeting will be with City staff; the second meeting will target all other stakeholder groups. Michael Baker will provide follow-up email and phone consultations for those that do not attend meetings.

Community Leaders Consultations

- Michael Baker will schedule, prepare materials, facilitate, and provide feedback for approximately 25 one-on-one consultation meetings with community leaders. These individuals typically work or volunteer in the community that they live in and/or are trusted resident leaders. City staff is anticipated to attend most one-on-one consultation meetings as well. Community leaders will be identified and selected by City staff; approximately 32 are anticipated. Consultation meetings will last approximately two hours each.

Neighborhood Meetings

- Michael Baker will facilitate three focus group meetings in CDBG target neighborhoods. Moreover, these group meetings will focus on reaching target populations, which may include persons with disabilities, racial and ethnic minorities, seniors, low-income families, and others as identified during the community engagement process. Michael Baker staff will create focus group materials. The City will determine the meeting locations and assist in scheduling. The City anticipates one meeting in collaboration with resident leaders in Lincoln Village, a second meeting with Walnut Wood/Aspen Creek, and a third meeting location to be selected from one of the other 8 target neighborhoods (see list below).



Proposal On-Call Planning Services



- The City Community Engagement Program will conduct outreach and promotion of these meetings, with guidance from Michael Baker staff. Michael Baker will work collaboratively with the City Community Engagement Program in preparation of these meetings.

Community Leader-led Neighborhood Meetings

- Michael Baker staff will prepare materials and provide training to community leaders for the community leaders to conduct and facilitate three to four additional focus group meetings in one of the focus neighborhoods, which may include South White Rock Road, North White Rock Road, Cordova Meadows, Cordova Gardens, Cordova Vineyards, Cordova Lane, Mills Ranch, and various mobile home parks.

Pop-Up Events

- Michael Baker staff will prepare materials, schedule, and collect data from four pop-up events. City staff will determine locations and may attend meetings. Community leaders are anticipated to facilitate and attend pop-up events.

Survey

- Michael Baker will develop an online and paper survey, coordinate with the City on distributing the survey, assist in preparing marketing materials, and track and compile survey responses. The City will provide translation for three to four languages, and Michael Baker will provide four additional online survey platforms and paper surveys.
- The City will design and create marketing materials for promoting the survey citywide, which may include flyers, postcards, digital content for website and email distribution, and online content. Michael Baker will work with the City to have the City post the survey through their websites, social media, and advertising space, send to relevant email distribution lists, and distribute postcards. Michael Baker will provide information to the City regarding the purpose of the survey, how to take the survey, and other basic information for the content of the marketing materials. We can review marketing materials to ensure accurate information. Michael Baker will prepare legal notices. Advertising fees will be covered by the City.
- A limited number of paper surveys will be distributed as agreed up with the City. Paper copies will be distributed through advocacy networks, PHA residents, voucher holders, and rental associations. The City will be responsible for entering the data from paper surveys into the online survey tool.

Public Hearings

- Two public hearings will be held at City Hall: one meeting to present draft Consolidated Plan, and the second for final approval of the Consolidated Plan. Michael Baker will prepare the materials and present at the meetings.

Language Interpretive Services and Material Translations

- Michael Baker staff will coordinate and guide the City in determining interpretive and translation services to be provided for community engagement efforts. The City will procure and pay fees for interpretive services at neighborhood and community engagement meetings, as determined in consultation with Michael Baker. The City will procure and pay fees for translation of survey, community engagement, and marketing materials, as determined in consultation with Michael Baker. The City anticipates the following potential languages: Spanish, Russian, Farsi, Vietnamese, and/or Urdu. Michael Baker will then create online and paper surveys formats in three to four languages, as determined by the City.

Provide Preliminary Summary of Community Engagement Responses

- Michael Baker staff will monitor and report preliminary findings of survey and community engagement responses to the City. This information will be helpful in adjusting ongoing community engagement efforts.



Proposal On-Call Planning Services



CDBG Program Support

IDIS

- Michael Baker will ensure accurate reporting of program accomplishments in IDIS. This will include annual setup, regular reporting, and project completion. Michael Baker will also provide training to City staff as desired.

Annual Calendar

- Michael Baker will provide the City with an annual calendar of program requirements including reporting, public meetings, and notices.

Public Outreach

- Michael Baker will engage the public in the CDBG planning process. This will include the development and deployment of survey instruments, planning and facilitation of public workshops, and individual consultation with community leaders and civic organizations. Michael Baker has the in-house ability to develop customized web surveys and use audience response technology to garner live meeting results.

Faith-Based Initiatives

- Michael Baker will coordinate with faith-based service organizations currently serving the City or who would be interested in expanding services with support from the City. The focus of efforts will be to increase participation in program planning and to leverage resources made available through faith-based organizations.

Program and Project Files

- Michael Baker will provide the City with a standard format for the contents and organization of program and project files. Michael Baker will also assist the City with managing and monitoring the contents of program and project files to ensure required documentation is in place and readily accessible.

Environmental Review

- Michael Baker will complete all required environmental review for the City's CDBG projects and programs. This includes annual program clearances, project reviews, and site-specific reviews. Michael Baker will complete the required worksheets and forms for the City's review, and coordinate with City staff to upload necessary documentation to the HEROS program. Michael Baker will coordinate review and clearance by the HUD field office as required.

Michael Baker can provide full-service environmental review services for the City's CDBG program. In addition to the HUD environmental review requirements and NEPA, Michael Baker can assist with any required CEQA review.

Housing Program Support

HOME Consortium

- Michael Baker will attend approximately six meetings with HUD, the City, and HOME Consortium member to evaluate program year change. Michael Baker will also provide guidance and analysis of the pros and cons to program year change.

Relocation

- In the event relocation assistance must be provided as the result of CDBG-funded projects, Michael Baker will assist the City to determine eligibility of businesses and persons for relocation assistance. Michael Baker will also manage the relocation process and provide advisory services as necessary.

Housing Program Planning and Implementation

- Michael Baker will be available to assist the City in the implementation of its housing programs, as well as prepare the City's required Housing Element Annual Report, due to the California Department of Housing and Community Development on April 1 of each year. We also have experience in commercial façade improvement programs and



Proposal On-Call Planning Services



residential rehabilitation and homeownership programs, and are available to provide support and guidance in developing and implementing new programs as desired.

Loan Portfolio Management

- Michael Baker will work with City staff to develop long-term management and maintenance plans for the City's owner-occupied housing rehabilitation loan portfolio and implementation assistance for the new HOME consortium funding as well as housing funding not yet identified.

Annual Monitoring and Financial Tracking

- Michael Baker will provide annual monitoring and financial tracking of the City's owner-occupied housing rehabilitation loan portfolio, including tenancy certification, insurance, insurance document management, annual statements, loan payoffs, foreclosures, subordinations, and similar activities necessary in successfully managing a loan portfolio.

Labor Standards

Bidding and Preconstruction

- Michael Baker will review bid documents prepared by the City to ensure all information regarding compliance with federal labor standards has been included and all necessary certifications and statements from the bidders are obtained.

After contract award, Michael Baker will ensure all the required documentation is submitted by the prime contractor and subcontractors. Michael Baker will attend the preconstruction meeting and discuss the reporting requirements and expectations for submittal of documentation, employee interviews, and review of payrolls.

Employee Interviews

- Michael Baker will conduct employee interviews to include all represented trades in all major phases of construction. Michael Baker will review interview results against payroll reports.

Certified Payroll Review

- Michael Baker will review weekly certified payroll reports and document compliance. Michael Baker will enforce prevailing wage requirements.

Reporting

- Michael Baker will complete all required reporting related to labor compliance. (Please see "C. HUD Required Reporting.")
Should departments or subrecipients elect to contract with other firms to provide labor compliance services, the Michael Baker team will review work for HUD Davis-Bacon compliance and provide support for any audits or HUD monitoring.

Construction Management

Michael Baker staff can assist the City in managing a housing or other similar project through its multiple phases of development: from pre-planning through construction completion, to project close-out and monitoring.

5. Supplemental Services

As a comprehensive multiservice company, Michael Baker is aligned to bridge planning and engineering, and to provide all of the complementary and supporting services needed to help any city department deliver its commitments to the community. The Michael Baker team includes in-house licensed expertise in surveying, mapping, GIS, civil engineering, structural engineering, architecture, and construction management and graphic assistance. Our subconsultant partner, TRC, brings the additional capability for any necessary field inspection services.



Proposal On-Call Planning Services



Engineering

Our professionals provide consulting services for a wide variety of public sector disciplines and project types, including roadway design, infrastructure design, water/wastewater facilities, stormwater conveyance, hydrology and hydraulics, bridges, site grading, and land development. This has been a cornerstone of Michael Baker for over 75 years, giving us the depth of experience and level of expertise needed to approach and form solutions to any challenge. We have proven experience in developing practical and cost-effective solutions to challenges from the earliest stages of a project in the development and analysis of project alternatives to final engineering design and construction.

Specific engineering support services for which we anticipate the City will request our continued assistance include map and development plan review and processing. Through our current work together, we have developed a clear understanding of the requirements of the Subdivision Map Act, the Land Surveyors Act, the City's Development Code, and City ordinances. The work has primarily involved review of subdivision maps, parcel maps, legal descriptions, lot line adjustments, and assessment districts, as well as planning application review of land development projects. Understanding that development review tasks are regularly time-sensitive, we have developed a method for timely reviews. We can anticipate your needs so that when you call to discuss a task, we will help you identify those needs, enabling successful completion of the project. We are here to assist the City to provide services to the surveyors, civil engineering community, and developers, so that the job is easier and allows the City's staff to excel.

Field Inspections

Staff from TRC will complement the Michael Baker team by providing management and staffing for any necessary construction field inspections. This includes services such as quality assurance, pre-warranty expiration inspection, and testing. TRC is a leading provider of construction management, inspection, and stormwater compliance services to clients throughout California.



HOURLY RATES

Michael Baker International
HOURLY RATE SCHEDULE
Effective through December 2019



2019-2020 Rate Schedule

Comprehensive Planning Services

Project Executive	\$295 - \$335
Project Manager	\$150 - \$200
Principal Planner	\$130 - \$165
Senior Planner	\$120 - \$160
Land Use Planner	\$120 - \$140
Associate Planner	\$95 - \$125
Assistant Planner	\$85 - \$110
Planning Technician	\$65 - \$85

Environmental Services

Project Director/Advisor	\$180 - \$260
CEQA Project Manager	\$140 - \$185
Senior Env. Specialist/Planner	\$120 - \$165
Associate Env. Specialist/Planner	\$110 - \$140

GIS

Senior GIS Analyst	\$155 - \$165
GIS Analyst	\$135 - \$155
GIS Support	\$95 - \$135

Transportation Services

Project Director/Advisor	\$180 - \$250
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$260
Senior Public Information Officer	\$120 - \$160
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$150
Graphic/Web Designer	\$90 - \$125

Engineering Services

Eng. Service Lead/Project Principal	\$230 - \$290
Technical Manager	\$195 - \$225
Engineer	\$145 - \$195
Design Technician	\$110 - \$135
Civil Associate	\$105 - \$125
Engineering Aid	\$85 - \$115

Surveying Services

Survey Manager	\$225 - \$255
Licensed Surveyor	\$190 - \$230
Field Supervisor	\$175 - \$195
2-person Survey Crew	\$275 - \$295
1-person Survey Crew	\$165 - \$195
Survey Analyst	\$145 - \$175

Housing & Redevelopment

Project Manager	\$125 - \$185
Senior Housing Planner	\$110 - \$135
Associate Housing Planner / Grant Specialist	\$90 - \$115
Assistant Housing Planner / Grant Specialist	\$75 - \$105

Municipal Finance

Project Director/Advisor	\$185 - \$260
Municipal Finance Manager	\$145 - \$185
Municipal Finance Coordinator	\$125 - \$155
Municipal Finance Analyst	\$85 - \$125

Administrative Services

Project Coordinator	\$110 - \$135
Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up. Vehicle mileage will be charged as an additional cost at the IRS approved rate. Rates are subject to a 5% increase each year.

May not include all staff titles. Placement of individual staff within the rate ranges provided above are determined by skill level and years of experience.

TRC HOURLY RATE SCHEDULE

ATTACHMENT 2



RANCHO CORDOVA
CONSTRUCTION INSPECTION AND ENGINEERING DEVELOPMENT REVIEW SERVICES

August 14, 2019

LABOR RATES

Classification	Name	Shift	Fully Loaded Bill Rate
Team Leader	Lincoln Leaman, PE		\$ 238.00
Resident Engineer	Eric Keber, PE	ST	\$ 152.00
		OT	\$ 228.00
		DT	\$ 304.00
* Construction Inspector, Group 2	John Mahoney	Day ST	\$ 173.00
		Day OT	\$ 234.00
		Day DT	\$ 295.00
		Night ST	\$ 188.00
		Night OT	\$ 257.00
		Night DT	\$ 325.00
* Construction Inspector, Group 2	Ed Palma	Day ST	\$ 178.00
		Day OT	\$ 239.00
		Day DT	\$ 300.00
		Night ST	\$ 193.00
		Night OT	\$ 262.00
		Night DT	\$ 331.00
* Construction Inspector, Group 2	Doug Blum	Day ST	\$ 176.00
		Day OT	\$ 237.00
		Day DT	\$ 298.00
		Night ST	\$ 191.00
		Night OT	\$ 260.00
		Night DT	\$ 328.00
* Construction Inspector, Group 2	Garrett Davis	Day ST	\$ 164.00
		Day OT	\$ 225.00
		Day DT	\$ 286.00
		Night ST	\$ 180.00
		Night OT	\$ 248.00
		Night DT	\$ 317.00
* Construction Inspector, Group 2	Luke Miller	Day ST	\$ 168.00
		Day OT	\$ 229.00
		Day DT	\$ 290.00
		Night ST	\$ 183.00
		Night OT	\$ 252.00
		Night DT	\$ 321.00
* Construction Inspector, Group 2	Matt Boutros, CQM	Day ST	\$ 174.00
		Day OT	\$ 235.00
		Day DT	\$ 296.00
		Night ST	\$ 189.00
		Night OT	\$ 258.00
		Night DT	\$ 326.00

- Rates are valid through 12/31/2019.
- 3% annual escalation effective every January 1st beginning 1/1/20.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee), rounded up to nearest whole dollar.
- Wages for inspection subject to Calif. Labor Code Section 1772.
- Rates are based on DIR Prevailing Wage Determination NC 63 3 9 2018 2, which includes two predetermined increases: \$3.20/hr effective 10/1/19 (included) and \$3.45/hr effective 7/1/20. TRC will adjust pay rates and bill accordingly for prevailing wage classifications.
- * Denotes employees/classifications that are subject to prevailing wage.

OTHER DIRECT COSTS (ODCs)

Description	Unit	Rate
Document Control Software: ProCore (if used)	month	\$350.00

MEMORANDUM



DATE: September 16, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 24-2018-2 WITH INTERWEST CONSULTING GROUP TO INCREASE THE CONTRACT AMOUNT FROM \$300,000 TO A NOT TO EXCEED AMOUNT OF \$550,000 FOR PROJECT MANAGEMENT AND TECHNICAL SUPPORT FOR DESIGN PROJECTS, DEVELOPMENT SERVICES AND GRANT OPPORTUNITIES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 24-2018-2 with Interwest Consulting Group for project management and technical support for design projects, development services and grant opportunities. This will increase the contract amount from \$300,000 to an amount not to exceed \$550,000. The current contract term of June 30, 2020 remains unchanged.

BACKGROUND

In order to provide flexibility and adapt to variable workloads for design projects, development services, grant opportunities and other special projects, City departments employ the assistance of qualified consultants to provide engineering and planning services. This on-call contract allows the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

The City previously entered into Professional Services Agreement No. 24-2018 with Interwest Consulting Group to provide engineering services including project management and plan review for various capital improvement and development projects. The original agreement was executed on February 27, 2018, with the term to expire on June 30, 2019 for an amount not to exceed \$100,000. On December 17, 2018, City Council authorized Contract Amendment 24-2018-1 to extend the contract term to June 30, 2020 and increase the contract to a not to exceed amount of \$300,000.

The contract funds have been expended assisting staff with various project planning and design efforts including a Safe Routes to School Planning Study and White Rock Road Improvement Design Support. The purpose of this second contract amendment is to increase the maximum compensation from \$200,000 to \$550,000 to allow Interwest Consulting Group to continue to provide a full range of engineering, planning, project management and technical services to multiple departments within the City.

FISCAL IMPACT

There are sufficient funds budgeted to cover the costs of this contract amendment. Project management of planning, design and construction projects are paid through various funding sources appropriated for the projects. Engineering support of development projects are direct billed to the development projects.

ATTACHMENTS

1. Resolution
2. Contract Amendment No. 24-2018-2

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 AMENDMENT NO. 24-2018-2 WITH INTERWEST CONSULTING
GROUP TO INCREASE THE CONTRACT AMOUNT FROM \$300,000 TO A NOT TO
EXCEED AMOUNT OF \$550,000 FOR PROJECT MANAGEMENT AND TECHNICAL
SUPPORT FOR DESIGN PROJECTS, DEVELOPMENT SERVICES
AND GRANT OPPORTUNITIES**

WHEREAS, the Parties entered into Professional Services Agreement (PSA) Contract 24-2018 on February 27, 2018, in the not to exceed amount of \$100,000 for Engineering Services; and

WHEREAS, Contract Amendment No. 1 was executed on December 17, 2018 and increased the contract amount from \$100,000 to \$300,000 and extended the contract to June 30, 2020; and

WHEREAS, Contract Amendment No. 2 will increase the contract amount from \$300,000 to \$550,000 and the current contract term of June 30, 2020 remains unchanged; and

WHEREAS, Contract Amendment No. 2 will provide the assistance of qualified consultants for engineering and planning services and the flexibility to adapt to variable workloads for design projects, development services, grant opportunities and other special projects, thus increasing the ability to handle workload peaks and maintain efficient response times; and

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

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract. Project management of planning, design and construction projects are paid through various funding sources appropriate for the projects. Engineering support of development projects are direct billed to the development projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment 24-2018-2 with Interwest Consulting Group in a form approved by the City Attorney to increase the contract amount from \$300,000 to an amount not to exceed \$550,000.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ATTACHMENT 1**ABSTAIN:**

Robert J. McGarvey, Mayor**ATTEST:**

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2
CONTRACT NO. 24-2018-2

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND INTERWEST CONSULTING GROUP
FOR PROJECT MANAGEMENT AND TECHNICAL SUPPORT TO SPECIAL PROJECTS**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Interwest Consulting Group ("Professional") as of September 16, 2019. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated February 27, 2018 for the purpose of providing on-call professional engineering services; and

WHEREAS, Amendment No. 1 was executed on December 17, 2018 and increased the contract amount from \$100,000 to \$300,000 and extended the contract term to June 30, 2020; and

WHEREAS, Amendment No. 2 will increase the contract amount from \$300,000 to \$550,000 and the current term of June 30, 2020 remains unchanged; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$100,000. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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4. **Contract Administration.** This Agreement shall be administered by Quoc Nham ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Theron Roschen
Interwest Consulting Group
9300 W. Stockton Blvd. Suite 105
Elk Grove, CA 95758

Email Address (for Insurance Update Requests):

TRoschen@Interwestgrp.com

Any written notice to City shall be sent to:

Quoc Nham
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916.851.8710

QNham@cityofranchocordova.org

SIGNATURE PAGE FOLLOWING

ATTACHMENT 2
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IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Michael Kashiwagi,
 Chief Operations Officer

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
 City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

MEMORANDUM

DATE: September 16, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Steve Harriman, Operations & Maintenance Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 153-2019 WITH R3 CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$412,500 FOR ON-CALL SOLID WASTE CONSULTING SERVICES**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 153-2019 with R3 Consulting Group, Inc. in an amount not to exceed \$412,500 for on-call solid waste consulting services through June 30, 2022.

BACKGROUND

The Public Works Department uses consultant services to assist with the management and administration of the City's solid waste and recycling program. The current contract with R3 Consulting Group expires on September 30, 2019. The City released a Request for Proposals document on July 18, 2019, and proposals from three firms were received at City Hall on August 23, 2019. An evaluation committee selected R3 Consulting Group as the top ranked firm.

The scope of work for this 33-month engagement includes management and administration of the City's residential and commercial franchise agreements, development and implementation of new ordinances and programs to comply with state law, implementation of public education and outreach programs, and grant administration and compliance reporting services.

FISCAL IMPACT

The proposed contract has no impact to City's General Fund. This agreement is funded by the Public Works Operating Budget and a \$50,000 annual payment to the City by Republic Services as required in the residential Collection Service and Street Sweeping Contract.

ATTACHMENTS

1. Resolution
2. Contract No. 153-2019

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. 153-2019 WITH R3 CONSULTING GROUP INC. IN AN AMOUNT NOT TO EXCEED \$412,500 FOR ON-CALL SOLID WASTE CONSULTING SERVICES

WHEREAS, the City of Rancho Cordova desires to execute Contract No. 153-2019 with R3 Consulting Group, Inc. in an amount not to exceed \$412,500 for on-call solid waste consulting services through June 30, 2022; and

WHEREAS, the City solicited proposals for this engagement on July 18, 2019. Three proposals were received at City Hall on August 23, 2019, and an evaluation committee selected R3 Consulting Group Inc. as the top ranked firm; and

WHEREAS, the scope of work for this 33-month engagement includes on-call solid waste consulting services to ensure the highest quality municipal services and compliance with local, state and federal requirements; and

WHEREAS, this contract is funded by the Public Works Operating Budget and a \$50,000 annual payment to the City by Republic Services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 153-2019 with R3 Consulting Group, Inc. in an amount not to exceed \$412,500 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2
CONTRACT NO: 153-2019

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND R3 CONSULTING GROUP INC.
FOR SOLID WASTE CONSULTING SERVICES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and R3 Consulting Group Inc. a California Corporation ("Professional") as of October 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 FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$412,500) 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

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herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 Item Intentionally Omitted.

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, and shall not exceed (N/A). 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.

- 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

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Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and

its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

ATTACHMENT 2
CONTRACT NO. 153-2019

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 Steve Harriman ("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:

William Schoen, Project Director
R3 Consulting Group Inc.
1512 Eureka Road, Suite 220
Roseville, Ca 95661
916-782-7821

Wshoen@r3cgi.com

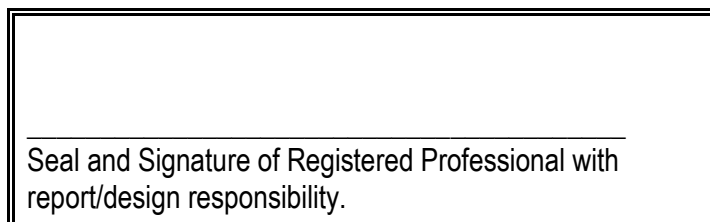
Email Address (for Insurance Update Requests)

ATTACHMENT 2
CONTRACT NO. 153-2019

Any written notice to City shall be sent to:

Steve Harriman, O&M Manager
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
sharriman@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.

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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

R3 CONSULTING GROUP INC.

Cyrus Abhar, City Manager

Richard Tagore-Erwin, Principal

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A

Rancho Cordova, CA | On-Call Solid Waste Consulting Services | August 23, 2019

Section 1

Scope of
Services
Understanding

Scope of Services Understanding

Project Understanding

The City's Scope of Services covers a multifaceted range of tasks that support contract administration and compliance for both the exclusive residential collection franchise and non-exclusive commercial franchise. As such, R3 will provide expert knowledge and technical assistance to aid in program development and success in all areas of the City's solid waste management program.

The ultimate goal for this engagement, as outlined in the City's RFP, is for the selected consultant to manage the City's solid waste management program, in collaboration with City staff, to verify that their franchised haulers operate safely and effectively, that they comply with their contractual obligations, and that the City complies with all relevant laws and regulations. As the City's consultant, R3 will determine if the franchised haulers are contractually compliant through monthly and/or quarterly contract assessments and recommend any necessary corrective actions. R3 will also assist in maintaining the City's compliance with the state by preparing required reports, communicating with CalRecycle, and performing all obligations as set by the governing entities. Detailed descriptions of how R3 will address each task in the City's RFP are provided below.

Potential Challenges

The City must comply with numerous state recycling laws and will soon face the particular challenge of cost effectively implementing the requirements of SB 1383 before the law goes into effect on January 1, 2022. To achieve compliance with SB 1383, the City will need to implement new programs and services leading to a potential adjustment to customer rates to cover associated increased costs. Those new components and rate issues will need to be addressed with the City's solid waste haulers through negotiated amendments to their Agreements (exclusive residential franchise with Republic, which expires on December 31, 2024; and non-exclusive commercial franchises, which expire on December 31, 2022). Mr. Schoen, with the support of Ms. Grimes and R3 staff will assist the City in developing the necessary Agreement amendments to achieve SB 1383 compliance. Ms. Grimes and Mr. Schoen will also assist the City in communication with the Cordova Community Food Locker (CCFL) and development of partnerships and programs to address the edible food recovery requirements mandated by SB 1383.

We will also support the City's AB 1826 implementation efforts in order to achieve a good faith effort towards compliance with the state. R3 will provide additional support for the mandatory organics recycling program by submitting monthly covered generator reports to CalRecycle, performing quarterly on-site audits to non-compliant customers with representatives from the three main waste haulers, and assisting in enforcement actions, as needed.

Scope of Services

Task 1 Contract Administration for Residential Services

R3 will act as City staff and assume responsibility for the tracking and on-time submittal of all reports, franchise fees, and required deliverables, per the residential Agreement.

R3

Section 1

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R3 will assist the City in monitoring Republic's residential programs and contractual obligations and remain accessible to all residential customers to provide guidance on disposal, recycling, and proper solid waste management. We will schedule monthly meetings with Republic and prepare agenda items to review contract compliance components, tonnage and diversion reports, and any current and upcoming solid waste activities. As needed at each meeting, R3 will track the hauler's compliance with the requirements set forth in the Agreement through a Contract Compliance Monitoring Schedule. We will perform data analysis to verify Republic's compliance with mandatory diversion quotas, conduct assessments on under-performance, identify errors, and discuss data anomalies. Our staff will act as oversight for the City, provide recommended actions to address non-compliance, assist in Agreement amendments, perform operations and performance reviews, assess liquidated damages, and provide technical assistance in areas that may require additional service, such as education and outreach and Proposition 218 processes.

Task 1 Deliverables

- One (1) recordkeeping system for the calendar year to track and verify that Republic is meeting all requirements and submitting on-time payments as set forth in the Agreement;
- One (1) Contract Compliance Monitoring Schedule highlighting key deadlines and payment dates;
- Assessment of the annual Public Education and Outreach Plan;
- Assessment of the annual report;
- Schedule monthly meetings with Republic;
- As-needed customer service support;
- Meeting agendas and meeting minutes for all scheduled monthly meetings;
- As-needed preparation of amendments to residential Agreement;
- Letters of under-performance, assessing penalties and liquidated damages, as needed; and
- Review of Republic's annual rate-adjustment application to verify that it satisfies the rate-adjustment methodology, per the Agreement.

Task 2 Contract Administration for Commercial Services

Along with City staff, R3 will support the implementation and oversight of the commercial waste haulers' contract compliance efforts. As such, R3 is prepared to assist the City in the tasks outlined below.

Task 2.1 Commercial Hauler Contract Compliance Monitoring

The haulers are required to meet an annual 30% diversion rate and submit diversion reports to the City on a quarterly basis showing material types, tonnages, diversion rate, and end-destinations of materials. This is an integral component of the City's overall strategy to comply with the 50% diversion mandates of AB 939. As such, R3 will develop a commercial Contract Compliance Monitoring Schedule to support the City's solid waste management efforts and monitor the waste haulers' performance. R3 will provide recommendations and assist in preparation of amendments to the Agreements, assessing liquidated damages, identifying data anomalies, and providing recommended actions for compliance monitoring.

R3

Task 2.2 Commercial Hauler Payment Monitoring

R3 will review monthly franchise fee reports submitted to the City by the haulers and perform monitoring and tracking services for future potential financial review.

Task 2 Deliverables

- Quarterly verification that all haulers have submitted the required 10% franchise fees to the City within sixty (60) calendar days of the end of each month;
- Scheduling of quarterly meetings with commercial waste haulers;
- Assessment of annual plan and report;
- One (1) recordkeeping system for the calendar year to track commercial haulers Contract compliance activities and verify they are meeting all requirements set forth in the Agreements;
- One (1) Contract Compliance Monitoring Schedule highlighting key deadlines and payment dates;
- Quarterly email reminders to commercial waste haulers for submittal of quarterly diversion reports;
- One (1) Excel spreadsheet to track revenues, payments, and deductions for each hauler, and distribution of the spreadsheet to appropriate City staff;
- Six (6) site visits to certified used oil collection centers;
- As-needed customer service support;
- As-needed preparation of amendments to commercial Agreements;
- As-needed preparation of letters for City signature to notify haulers of delinquent franchise fee payments; and
- As-needed administration of the penalty process for late payments of franchise fees.

Task 3 Prepare, Monitor, and Manage Grants

R3 will assist the City by managing and administering current grant programs and submitting reports to the applicable grant agencies. R3 will prepare the grants for the Used Oil Payment Program, City/County Payment Program, and Household Hazardous Waste Program, as requested or needed by the City. R3 will stay up to date on all current and upcoming grant cycles, maintain knowledge of all new and existing grants, and provide necessary recommendations to the City.

Task 3 Deliverables

- Submittal of Used Oil Payment Program Grant application;
- Submittal of City/County Payment Program Grant application;
- Submittal of HHW Grant application;
- Recommendations for spending of grant funding; and
- Updates to the City with information on new grant opportunities.

Section 1
**Scope of
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Section 1

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Understanding**Task 4 Construction and Demolition Debris Program**

R3 will assist the City in monitoring and compliance with the City's C&D Debris Reduction, Reuse, and Recycling Ordinance, commercial Agreement diversion requirements, and those portions of the California Green Building Standards Code (CalGreen) related to the disposal and diversion of C&D from covered projects.

R3 will assume responsibility for monitoring and tracking disposal of all loads of C&D to verify compliance with the City's mandatory Ordinance, collaborate with applicable staff departments, assist in administering penalties, and provide support for education and outreach.

Task 4 Deliverables

- One (1) annual in-person meeting with all C&D waste haulers to review City Ordinance and diversion requirements;
- Quarterly verification that haulers are diverting all C&D loads to Sacramento Solid Waste Authority (SWA)¹-certified C&D facilities and reporting correct diversion rates;
- Management of GreenHalo for online reporting and review of waste management plans, if the program remains active;
- Communication with Building Division staff, as needed;
- Quarterly reviews of the City's website to verify all information is up-to-date and accurate; and
- Communication with Community Development Department on a quarterly basis to schedule needed tailoring or updates to C&D documents and/or forms.

Task 5 AB 939 Annual Report Preparation and CalRecycle Coordination

R3 will prepare all annual reports required by CalRecycle to support the City's compliance with the state's 50% AB 939 diversion goals. R3 will prepare the Electronic Annual Report (EAR) to describe the activities undertaken through the programs adopted in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Element (HHWE). Such programs include the AB 341 Mandatory Commercial Recycling component, AB 1826 Mandatory Organics Recycling component, and AB 1594 Green Material Used as Alternative Daily Cover component. Additionally, R3 will prepare and submit the following reports: Form 303 Household Hazardous Waste; Used Oil Payment Program Expenditure Report; and the City/County Payment Program Expenditure Report. R3 will participate in meetings with CalRecycle, as well as assume responsibility for all ongoing communication with the City's local assistance and market development (LAMD) representatives.

Task 5 Deliverables

- One (1) recordkeeping system to track residential and commercial diversion tonnage for the calendar year;
- Submittal of City's EAR; and

R3

¹ R3 is aware that SWA is currently undergoing a potential dissolution and that the outcome remains unknown. Please see Task 8 for additional information.

Rancho Cordova, CA | On-Call Solid Waste Consulting Services | August 23, 2019

- One (1) annual in-person meeting with CalRecycle to discuss compliance and conduct AB 341 and AB 1826 on-site visits.

Task 6 Regional Commercial Waste Hauler Audits

R3 will assist the City in performing the joint SWA hauler audits, if requested by the City. This will entail determining the proper payment of fees and/or the accuracy of reported tonnages.

If this action is requested, R3 will audit the following items submitted by each commercial waste hauler:

- The franchisee's quarterly franchise fee payments for a specified quarter;
- The franchisee's diversion and disposal tonnage records for the same quarter; and
- The franchisee's compliance with SWA Code.

Task 6 Deliverable

- One (1) draft letter report submitted electronically to SWA.

Task 7 Legislative and Regulatory Planning and Monitoring

Task 7.1 AB 341 and AB 1826 Monitoring

R3 will monitor and manage the City's mandatory commercial and multi-family recycling programs to aid the City in complying with all legislative requirements. R3 will track submittal of quarterly covered generator reports for completeness and accuracy and discuss current program effectiveness with the commercial haulers at quarterly meetings. R3 is prepared to organize and host educational meetings with City staff to provide expert knowledge on recycling and collaborate with all applicable staff departments to support the success of the City's food waste collection program.

In addition, we will review and assist in the development of educational materials for recycling education, prepare enforcement letters, and assist in preparing mailers to address covered generator non-compliance. We will act as the primary resource to assist the City in any upcoming program implementation involving future legislative requirements, such as SB 1383, and provide recommended actions to effectively improve the City's legislative compliance program to meet statewide goals.

Task 7.2 SB 1383 Planning

R3, specifically Ms. Grimes and Mr. Schoen, have been working collaboratively with the City to enhance the jurisdiction's solid waste management program and increase compliance with mandatory state legislation. SB 1383, effective January 1, 2022, sets statewide goals to reduce organic waste disposal by 50% from the 2014 level by 2020, and 75% from the 2014 level by 2025. It also establishes a target of recovering 20% of currently disposed edible food for human consumption by 2025. SB 1383 presents considerable changes that will inevitably affect the City's solid waste program. As such, R3 is prepared to assist the City to develop an approach that will support the City's solid waste management objectives and meet the mandatory requirements set by SB 1383.

Currently, R3 has been conducting on-site commercial customer audits to support the City's mandatory commercial recycling (AB 341) and mandatory organics collection programs (AB 1826).

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R3 has identified key requirements in SB 1383 and, along with the City and its three main waste haulers (Atlas Disposal, Waste Management, and Republic Services), has begun strategizing for the upcoming changes that will be required for commercial and residential solid waste programs.

Based on SB 1383 requirements, as currently drafted, R3 has identified the following seven (7) key legislative compliance plans that we propose to develop for the City:

- Green Material SB 1383 Compliance Plan;
- Cart and Container Color and Labeling Compliance Plan;
- Plan preparation for commercial and residential route review, which may be conducted by hauler if required through contract amendment;
- AB 341, AB 1826, and SB 1383 Education and Outreach Plan;
- SB 1383 Inspection and Enforcement Plan;
- SB 1383 Edible Food Recovery Plan; and
- SB 1383 Self-Haul Outreach and Education Plan.

In conjunction with the above-listed compliance plans, R3 will prepare a Legislative Compliance Timeline that clearly identifies key decision points for the City. R3 is extremely knowledgeable of the unique characteristics of the City's current solid waste franchised service providers and programs. We are committed to continuing to proactively move the City toward full compliance with all relevant regulations, including AB 939, AB 341, AB 1826 and SB 1383. Some of the responsibilities associated with the above-listed plans may be assigned to the City's hauler(s) as their designee(s) and, as such, will require negotiations and amendments to the City's current Agreements, with which R3 is prepared to assist.

R3 and the City have collaborated to either develop or begin developing the following strategies for SB 1383 planning and compliance:

- Provided communication and held meetings with the Cordova Community Food Locker to discuss current and future capacity needs, funding needs, and staff needs;
- Developed an RFP for Republic for SB 1383 planning for residential solid waste program requirements; the plan is due December 31, 2019;
- Initiated and continue discussions with the City's three main waste haulers regarding SB 1383 planning for commercial solid waste program requirements;
- Identified key components within the City's internal solid waste management structure that will require amending, such as Ordinances and contract terms, and has begun developing required SB 1383 draft Ordinances; and
- Begun to evaluate, determine, and recommend items needed for the City's current solid waste management program, such as additional recordkeeping requirements, additional compliance plans, and new documents applicable to SB 1383 regulations.

In support of ongoing proactive efforts towards SB 1383 planning and compliance, R3 is prepared to assist the City in all required tasks and planning processes. We will provide recommendations and relevant knowledge to bring the City into compliance upon implementation of SB 1383 on January 1, 2022.

R3

Task 7 Deliverables

- Quarterly meetings with commercial waste haulers to review legislative compliance efforts;
- Quarterly site visits to non-compliant covered generators and assistance in recycling and organics program implementation;
- Analysis of recycling and organics subscription data to identify covered generators and compliance rates;
- Provide applicable City staff with updates on new solid waste legislation;
- Preparation of letters for signature to notify customers of noncompliance;
- Assistance with education and outreach collateral;
- One (1) recordkeeping system to track all conducted site visits and exemption forms;
- Quarterly assessment of City website to address any needed changes;
- Monthly email reminders to commercial waste haulers for submittal of covered generator reports due on the first of each month;
- Monthly covered generator reports to CalRecycle covering legislative compliance statistics and ongoing solid waste management activities in the City;
- One (1) tracking system for monitoring on-time submittals of monthly covered generator reports;
- Quarterly recycling updates to City staff addressing local and regional current events;
- One (1) draft presentation to City Council to further address the changes required by SB 1383, such as mandatory enforcement measures;
- Meetings with the City's code enforcement team, as well as all relevant departments affected by the new regulations;
- Meetings to discuss options to revise the exclusive and non-exclusive franchise hauler market structure, such as requiring a universal mandatory subscription to recycling and organics;
- Evaluation of the C&D program and Ordinance to ensure it meets SB 1383 requirements;
- Meetings with City department heads and procurement staff to discuss and collaborate how to fulfill procurement requirements of recyclable and organic products;
- Meetings with various City department heads to collaborate, discuss, and identify potential markets for the recovered organic waste material products that SB 1383 requires the City to procure;
- Collaboration with all relevant City departments to establish a methodology for the mandatory SB 1383 recordkeeping and reporting system;
- Establishment of the required Edible Food Recovery Plan; and
- Update to the City's Municipal Code, as applicable.

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Understanding**Task 8 Regional Meetings**

R3 will attend the monthly meetings of the Solid Waste Working Group (SWWG) and SWA on behalf of the City of Rancho Cordova to monitor regional solid waste issues. R3 is aware that SWA is currently undergoing a potential dissolution and that the outcome remains unknown. As such, we will attend all scheduled and relevant SWA meetings that present beneficial knowledge and updates to the City.

Task 8 Deliverables

- Attendance at all relevant regional meetings; and
- Provision of meeting updates to all applicable City staff.

Special Considerations

The current SB 1383 Draft Regulations allow a 3-container collection system to qualify as a Performance-Based Source-Separated Organics Waste Collection Service, provided that the waste stream contains less than 25% organic materials. Qualifying the City's collection system as a performance-based service would relieve the City of several of SB 1383's monitoring and reporting requirements. As such, R3 recommends that the City consider qualifying their collection system as a performance-based service; R3 is prepared to assist with those efforts.

Ability to Meet Insurance Requirements

R3 will maintain the required insurance coverages throughout the term of the City's engagement.

Professional Services Agreement

R3 has reviewed the City's Professional Services Agreement (Agreement), has no objections to its terms and conditions, and is willing to sign the Agreement upon receipt of authorization to proceed.

R3

COST PROPOSAL**EXHIBIT B****CONTRACT NO. 153-2019**

Task	R3 Consulting Group*				Cost	Hours
	William Schoen (Project Director) Off-site Rate	Taylor Grimes (Project Analyst) Off-site Rate	William Schoen (Project Director) On-site Auditing Rate	Taylor Grimes (Project Analyst) On-site Auditing Rate		
	\$198	\$140	\$198	\$140		
1 Contract Administration for Residential Services	18	36	16	70	\$21,577	140
2 Contract Administrations for Commercial Services	18	36	16	70	\$21,577	140
3 Prepare, Monitor and Manage Grants	10	24		41	\$11,081	75
4 Construction and Demolition Debris Program	16	20		34	\$10,730	70
5 AB 939 Annual Report Preparation and CalRecycle Coordination	8	28		44	\$11,665	80
6 Regional Commercial Waste Hauler Audits	24	32	8	32	\$15,300	96
7 Legislative and Regulatory Planning and Monitoring	30	60	8	253	\$51,349	351
8 Regional Meetings	0	10		38	\$6,720	48
Total Hours		124	246	48	582	1000
Total Cost		\$ 24,569	\$ 34,440	\$ 9,511	\$ 81,480	\$ 150,000

* Additional As-Needed Staff (Richard Tagore-Erwin, Garth Schultz, Carrie Baxter, Rose Radford, Ryan Calkins, Claire Wilson, Nikhil Tagore-Erwin, and Kristy Dalay) will be utilized when necessary at the rates listed in Tables 4-2 and 4-3.

COST PROPOSAL**EXHIBIT B****CONTRACT NO. 153-2019**

Task	R3 Consulting Group*				Cost	Hours
	William Schoen (Project Director) Off-site Rate	Taylor Grimes (Project Analyst) Off-site Rate	William Schoen (Project Director) On-site Auditing Rate	Taylor Grimes (Project Analyst) On-site Auditing Rate		
	\$198	\$140	\$198	\$140		
1 Contract Administration for Residential Services	50	99	44	193	\$59,336	385
2 Contract Administrations for Commercial Services	50	99	44	193	\$59,336	385
3 Prepare, Monitor and Manage Grants	28	66		113	\$30,474	206
4 Construction and Demolition Debris Program	44	55		94	\$29,508	193
5 AB 939 Annual Report Preparation and CalRecycle Coordination	22	77		121	\$32,079	220
6 Regional Commercial Waste Hauler Audits	66	88	22	88	\$42,076	264
7 Legislative and Regulatory Planning and Monitoring	83	165	22	696	\$141,211	965
8 Regional Meetings	0	28		105	\$18,480	132
Total Hours		341	677	132	1,601	2,750
Total Cost		\$ 67,566	\$ 94,710	\$ 26,154	\$224,070	\$ 412,500

* Additional As-Needed Staff (Richard Tagore-Erwin, Garth Schultz, Carrie Baxter, Rose Radford, Ryan Calkins, Claire Wilson, Nikhil Tagore-Erwin, and Kristy Dalay) will be utilized when necessary at the rates listed in Tables 4-2 and 4-3.

Updated 9/10/19

MEMORANDUM

DATE: September 16, 2019

TO: Honorable Mayor and Council Members

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



SUBJECT: A RESOLUTION DECLARING CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE BRADSHAW VILLAGE PROJECT

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Bradshaw Village project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Bradshaw Village project and sets a public hearing for October 7, 2019 on the matter.

BACKGROUND

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

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

DISCUSSION

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

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

A sample of the Stormwater Utility Fees for Fiscal Year 2019-2020 are summarized in the following table:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$131.64
Single Family Residential (SFR2)	0.22	\$144.80
Single Family Residential (SFR3)	0.30	\$154.69
Single Family Residential (SFR4)	0.40	\$164.54
Single Family Residential (SFR5)	1.00	\$164.54
Multi-Family Residential (MFR1)	5.00	\$1,151.95
Commercial	1.00	\$1,234.24
Industrial	1.00	\$1,316.54
Schools	5.00	\$822.83
Private Recreation	1.00	\$411.40
Parks/Greenbelts	2.00	\$164.54
Public Property (with structures)	2.00	\$493.68

Attachment 1 is a Resolution which sets 5:30 p.m., or as soon thereafter as possible, on October 7, 2019 as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law. Furthermore, a notice of the hearing will be mailed to each to each property owner within the proposed Stormwater Utility Fee area.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution
3. Annexation Map

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, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR BRADSHAW VILLAGE PROJECT**

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2020-2021, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

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

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

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

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday, October 7, 2019 at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described Written Report and protests or objections to the imposition of the proposed Stormwater Utility Fee.

ATTACHMENT 1

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

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.
4. Reference is hereby made to the Written Report, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.
5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2

Exhibit A to the Resolution

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

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

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A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2019-2020.

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

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

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

ATTACHMENT 2

Exhibit A to the Resolution

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

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

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2019-2020;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

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

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

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

C. Eligibility to File a Protest

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

ATTACHMENT 2

Exhibit A to the Resolution

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

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

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

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

D. Submission of Written Protests

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

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

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

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

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

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

ATTACHMENT 2

Exhibit A to the Resolution

All written protests shall be considered public records.

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

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

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

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

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

Each mailed ballot shall contain all of the following:

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

ATTACHMENT 2

Exhibit A to the Resolution

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

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

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

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

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

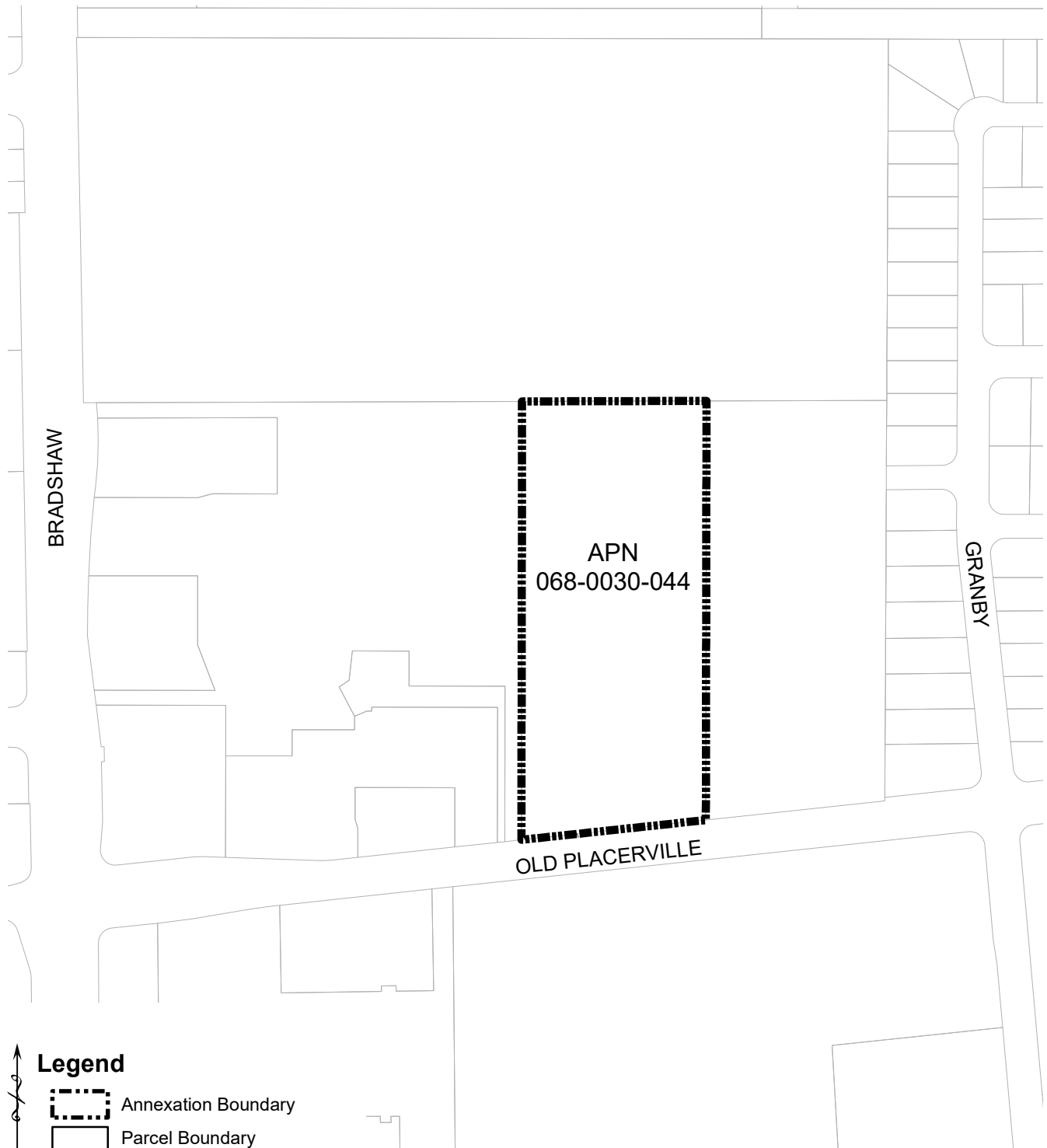
At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

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

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

ATTACHMENT 3

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 20
(BRADSHAW VILLAGE)



MEMORANDUM

DATE: September 16, 2019

TO: Honorable Mayor and Council Members

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



SUBJECT: A RESOLUTION TO APPROVE THE ANNEXATION BOUNDARY MAP FOR THE BRADSHAW VILLAGE PROJECT AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution approves Annexation Boundary Map No. 29 for the Bradshaw Village project and Annexation of the Property to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

BACKGROUND

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

DISCUSSION

The Bradshaw Village project was conditioned to annex to CFD No. 2008-1 to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way. The property owner signed a Petition (with waivers) of the annexation to CFD No. 2008-1. Adoption of the attached Resolution approves Annexation Boundary Map No. 29 for the project, approves the annexation

of the Property into the CFD, and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the Property.

FISCAL IMPACT

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

ATTACHMENT

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

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, APPROVING THE ANNEXATION BOUNDARY MAP FOR THE BRADSHAW VILLAGE PROJECT AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

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

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

WHEREAS, on July 17, 2019 the property owner of the subject property signed a Petition with Waivers form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the District in accordance with the Rate and Method of the District; and

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

WHEREAS, City staff has caused to be prepared Annexation Boundary Map No. 29 for the property known as Bradshaw Village project, Exhibit A attached hereto, for the annexation of the property into the District.

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

1. The above recitals are true and correct, and the Council so finds and determines.
2. Council approves Annexation Boundary Map No. 29 and finds and determines that the territory shown in Annexation Boundary Map No. 29 is hereby added to and made a part of the District with full legal effect;
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 29 in the office of the County Recorder of Sacramento County no later than 15 days after the adoption of this resolution;
4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2020-

ATTACHMENT 1

2021, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B, attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 29.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September 2019, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

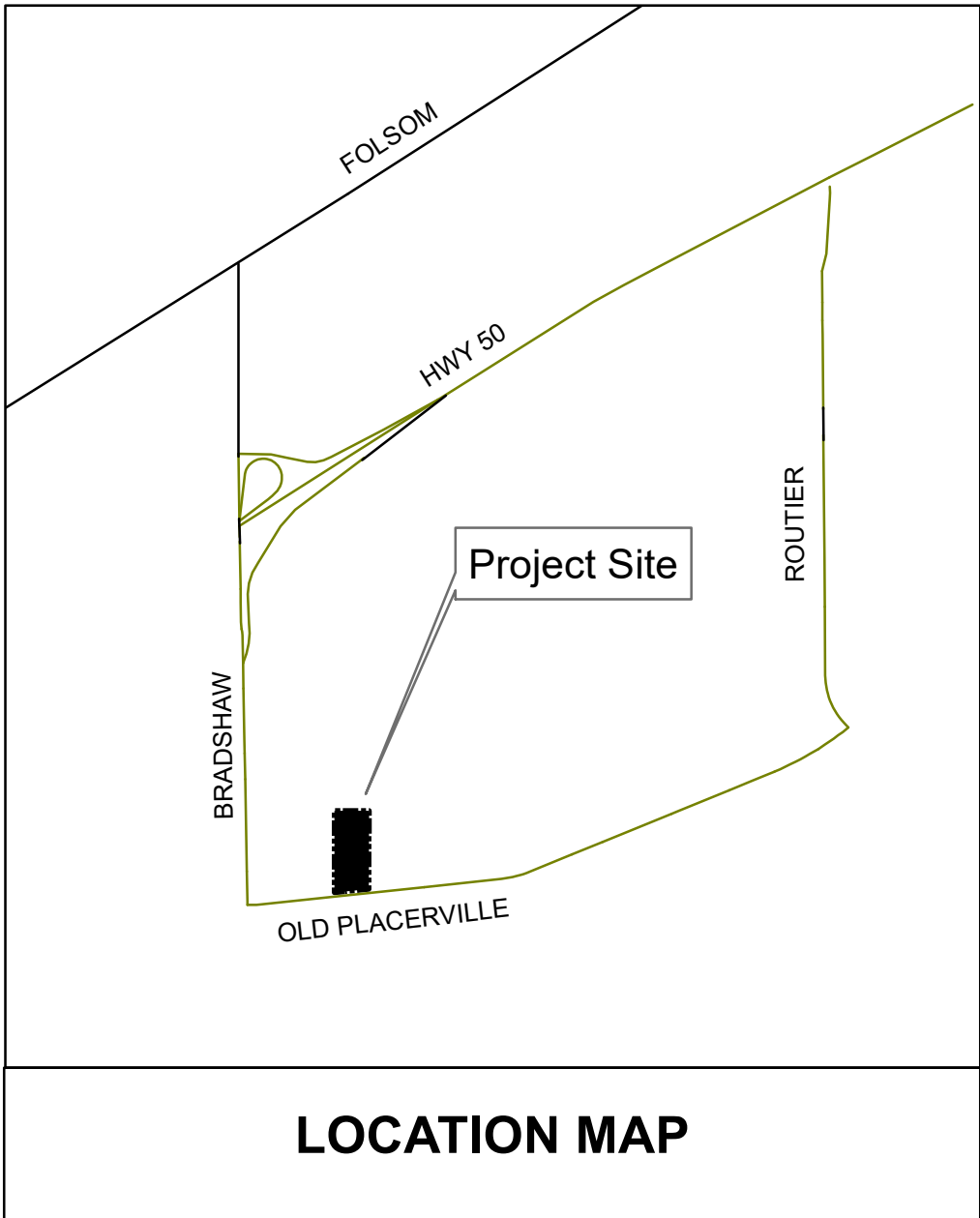
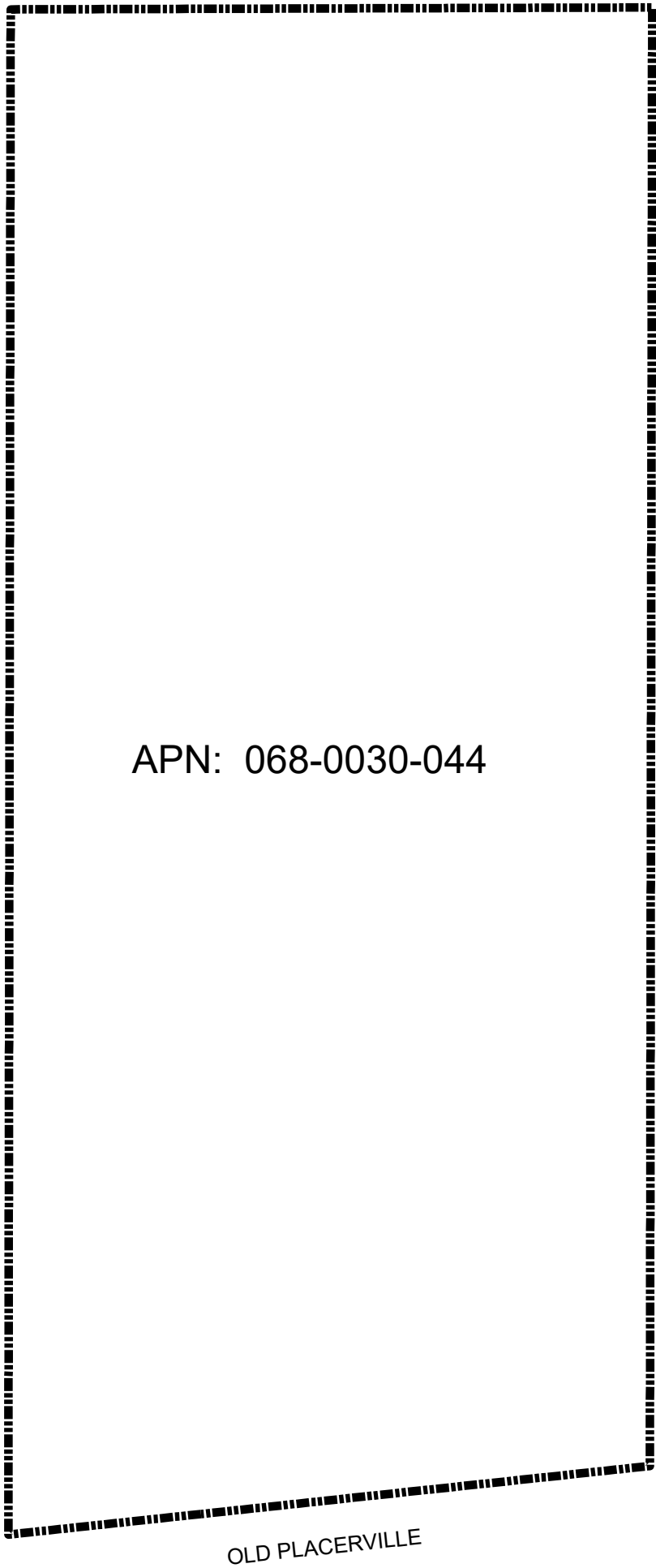
ATTEST:

Stacy Leitner, CMC, City Clerk

ANNEXATION MAP NO. 29
BRADSHAW VILLAGE

COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK’S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2019.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK’S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 29 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2019. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

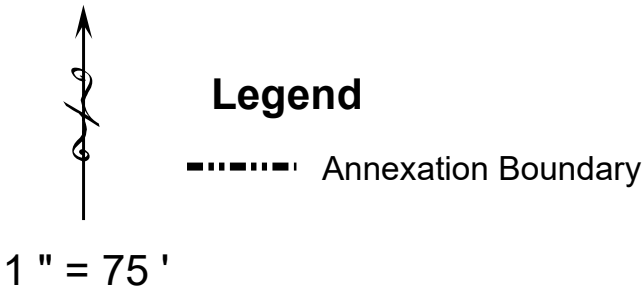
COUNTY RECORDER'S FILING STATEMENT

FILED THIS _____ DAY OF _____ 2019. AT THE HOUR OF _____ O’CLOCK _____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____



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

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

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

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

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

ANNEXATION MAP

City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 29 (Bradshaw Village)
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

AMENDED NOTICE OF SPECIAL TAX LIEN

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

The special taxes are authorized to be levied within Annexation Map No. 29 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

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

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

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

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

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

Reference is made to the boundary map of the District recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California (the "Original Boundary Map"), and the map of the Annexed Territory recorded at Book 129, Page 0010, Document No. 201908290610 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

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

Date: _____

By: _____

Stacy Leitner, CMC, City Clerk
City of Rancho Cordova

EXHIBIT A

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

DESCRIPTION OF DISTRICT SERVICES

Description of services:

Maintenance and lighting of public streets and roads

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the District.

Reserve Fund

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

“City” means the City of Rancho Cordova.

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

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

“County” means the County of Sacramento.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DATA COLLECTION FOR ANNUAL TAX LEVY

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

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

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

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

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

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

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

2. Tax Zone 2

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

3. Tax Zone 3

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

a. Ordinary Use Parcels

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

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

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

b. Residential Alley Parcels

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

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

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

c. Decorative Lighting Parcels

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

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

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

d. Additional Load Parcels

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

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

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

e. Additional Load and Decorative Lighting Parcels

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

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

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

f. Residential Alley and Decorative Lighting Parcels

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

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

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

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

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

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

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

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

E. LIMITATIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

ATTACHMENT 1

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

IDENTIFICATION OF TAX ZONES

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

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

EXHIBIT C

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

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

Assessor's
Parcel Nos.

Names of Property Owners

068-0030-044

Bradshaw Village Parc, LLC

MEMORANDUM



DATE: September 16, 2019

TO: Honorable Mayor and Council Members

FROM: Laurel Bane, Facilities Services Representative

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 151-2019 WITH MADSEN ROOFING & WATERPROOFING, INC. IN AN AMOUNT NOT TO EXCEED \$234,111.90 FOR CONSTRUCTION AND INSTALLATION OF A NEW ROOF AND MECHANICAL EQUIPMENT AT 2880 GOLD TAILINGS CT. BUILDING FOR THE RANCHO CORDOVA NEIGHBORHOOD SERVICES CENTER (RCNC) ROOF REPLACEMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 151-2019 with Madsen Roofing & Waterproofing, Inc. in an amount not to exceed \$234,111.90 to replace the roof and mechanical equipment at 2880 Gold Tailings Ct. for the RCNC Roof Replacement Project.

BACKGROUND

This project will replace the existing 1996 roof of a city owned and occupied office and warehouse building with a new single-ply vinyl roof material (approximately 11,500 sq. ft.) to meet Title 24 requirements and new insulation standards. The project will also replace four HVAC units and two evaporation coolers that are also original to the building. The units are at the end of their lifespan and have been under regular repair and due for replacement as part of our capital improvement plan.

The City opened bids for the RCNC Roof Replacement Project on September 11, 2019. In total, the City received four bids, and Madsen Roofing & Waterproofing, Inc.'s bid of \$212,829.00 was deemed to be the lowest responsive and responsible bidder.

Accordingly, staff recommends that the City Manager be authorized to enter into Contract No. 151-2019 for the RCNC Roof Replacement Project with Madsen Roofing & Waterproofing, Inc. in an amount not to exceed \$234,111.90 which includes a 10% contingency.

Tentative Schedule for the Project

October 1-4

Week One: Relocate employees to City Hall. Disconnect, remove and demo AC units and tear off old roof membrane.

October 7-11

Week Two: Install new roofing membrane, flashing and patching around walk off mats. Install new AC units.

October 14-18

Week Three: Complete installation and hookup units. Test new AC units and startup.

October 21-25

Week Four: Move employees back in.

FISCAL IMPACT

The total cost for this project is \$234,111.90. Funded by the 2019/2020 adopted Facilities Capitol Improvement Fund 7300.

ATTACHMENTS

1. Resolution
2. Contract No. 151-2019

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. 151-2019 WITH MADSEN ROOFING & WATERPROOFING, INC. IN AN AMOUNT NOT TO EXCEED \$234,111.90 FOR CONSTRUCTION AND INSTALLATION OF A NEW ROOF AND MECHANICAL EQUIPMENT AT 2880 GOLD TAILINGS CT. BUILDING FOR THE RANCHO CORDOVA NEIGHBORHOOD SERVICES CENTER (RCNC) ROOF REPLACEMENT PROJECT

WHEREAS, the City of Rancho Cordova requires new roofing and mechanical equipment to be installed at its office and warehouse building located at 2880 Gold Tailings Court; and

WHEREAS, the proposed RCNC Roof Replacement Project will replace the existing 1996 roof of the 2880 Gold Tailings Court building with a new single-ply vinyl roof material (approximately 11,500 sq. ft.) to meet Title 24 requirements and new insulation standards. The project will also replace four HVAC units and two evaporation coolers that are also original to the building. The units are at the end of their lifespan and have been under regular repair and due for replacement as part of our capital improvement plan; and

WHEREAS, the City opened bids on September 11, 2019, and Madsen Roofing & Waterproofing, Inc.'s bid was determined to be the lowest responsible and responsive bidder; and

WHEREAS, the City desires to enter into contract no. 151-2019 with Madsen Roofing & Waterproofing, Inc. in an amount not to exceed \$234,111.90 for the RCNC Roof Replacement Project; and

WHEREAS, the contractor shall furnish all tools, equipment and material necessary to remove the existing mechanical units and worn roofing material and replace with new units and a new single-ply durable roofing material and flashing as specified in the scope of work; and

WHEREAS, the contract will be paid through the 2019/2020 adopted Facilities Capitol Improvement Fund 7300; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 151-2019 with Madsen Roofing & Waterproofing, Inc. in an amount not to exceed \$234,111.90 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

AYES:

NOES:

ATTACHMENT 1**ABSENT:****ABSTAIN:**

Robert J. McGarvey, Mayor**ATTEST:**

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2**CONTRACT NO. 151-2019**

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MADSEN ROOFING & WATERPROOFING, INC.
FOR RCNC ROOF REPLACEMENT PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Madsen Roofing & Waterproofing, Inc. ("Contractor") as of September 16, 2019.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for RCNC Roof Replacement Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on August 29, 2019 and September 6, 2019 in the Grapevine Independent ("Notice"); and

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

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

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

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

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No.151-2019, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Madsen Roofing & Waterproofing, Inc.

September 16, 2019
Page 1 of 4

ATTACHMENT 2**CONTRACT NO. 151-2019**

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

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

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Two hundred and thirty four thousand, one hundred and eleven dollars and ninety cents (\$234,111.90). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the

ATTACHMENT 2**CONTRACT NO. 151-2019**

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

Section 9. INDEMNIFICATION.

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Michael Woodbury
Madsen Roofing
5960 Bradshaw Road
Sacramento, CA 95829
mike@madsenroof.com

Any written notice to City shall be sent to:

Todd Humphrey
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

ATTACHMENT 2**CONTRACT NO. 151-2019**

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Christian Madsen, President

 Date

 Date

Attest:

Stacy Leitner, City Clerk

 Date

Approved as to Form:

Adam U. Lindgren, City Attorney

 Date

SPECIAL PROVISIONS

1-1 Standard Construction Specifications

All work performed under this contract will conform to federal, state & local city & county codes and the manufacturer's specifications. All work will be installed in the best manner of the trade. Improperly installed work will be rejected, and corrections made prior to final payment.

2-1 Subcontractors

Contractor shall list all sub-contractors as defined on the designation of sub-contractor's form provided in the invitation to bid packet and include contractor's license number if applicable.

3-1 Insurance

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers' compensation and builders' risk insurance as required by the Standard Specifications. The City of Rancho Cordova requires a minimum of two million dollars of coverage for Projects, specifically naming the City of Rancho Cordova, as the additionally insured with endorsements. Please refer to Exhibit C Insurance Requirements.

3-2 Workers' Compensation Certification.

By execution of this agreement, the Contractor certifies as follows:

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

4-1 Scope of Work

The work to be done under this contract consists, in general, of furnishing all labor, materials, tools, equipment, incidentals, and for doing all work necessary to complete the Roof Replacement Project in accordance with the Contract Documents.

Project # 151-2019 Scope of Roof Replacement:
Overlay existing roof with a new single-ply roof assembly.

B. Roofing Material Supplier shall:

1. Be an Associate Member in good standing with the National Roofing Contractors' Association (NCRA) for at least five years.
2. Be national recognized in roofing and waterproofing industry.
3. Employ full-time Field Technical Services Representative available for final roof inspection.
4. Provide final roof inspection with manufacturer and City of Rancho Cordova representative present to ultimately obtain 20-year Manufacturer's warranty.

Properly prep HVAC and Evaporative cooler units for removal from roof.
Remove the three (3ea.) Carrier and one (1) Lennox HVAC Units, and both the evaporative coolers from the roof and properly dispose/recycle.
Upon completion of the roofing replacement, install the replacement HVAC & evaporative units as per the instructions on the project drawings.

All disconnection and re-connection shall be performed by mechanical and electrical contractors licensed to perform work in the State of California and work performed in the best manner of the trade Contractor to obtain & pay for all necessary permits, fees and licenses.

Submittals

The Contractor will be required to provide the following special submittals in addition to all submittals routinely required. These submittals shall be submitted and approved prior to work, the Contractor will assume a 3-day review period for each submittal. The Schedule and List of submittals will be submitted within 2-days of notice to proceed.

1. List of ALL required Submittals, Permits, and Filings for this Project.
2. Demolition and Dust Control Plan
3. Personnel and Public Safety Plan (The Contractor is to submit its Injury and Illness Prevention Plan as well as Job Hazard Analysis)
4. Schedule (including submittals and operations)
5. Storm Water Prevention Plan
6. Site Security Plan during and after work shift
7. Disposal Records, Weights and Chain of Custody.

Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, and are available upon request. The prevailing wage determinations are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

6-2 Existing Utilities

All existing utilities within the project limits shall remain in use during construction. The Contractor shall take adequate measures to ensure that his operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

The Contractor shall use caution during his operations so that existing utility conduits are not disturbed. The Contractor shall repair or replace, at his expense, any utilities damaged by his personnel or equipment during the course of construction work to the satisfaction of the City.

7-1 Time of Completion

The time for completion of this contract shall be No later than 30 working days from notice to proceed.

The counting of working days shall begin one day after the Contractor is notified by that the contract has been executed for the City of Rancho Cordova.

7-2 Order of Work

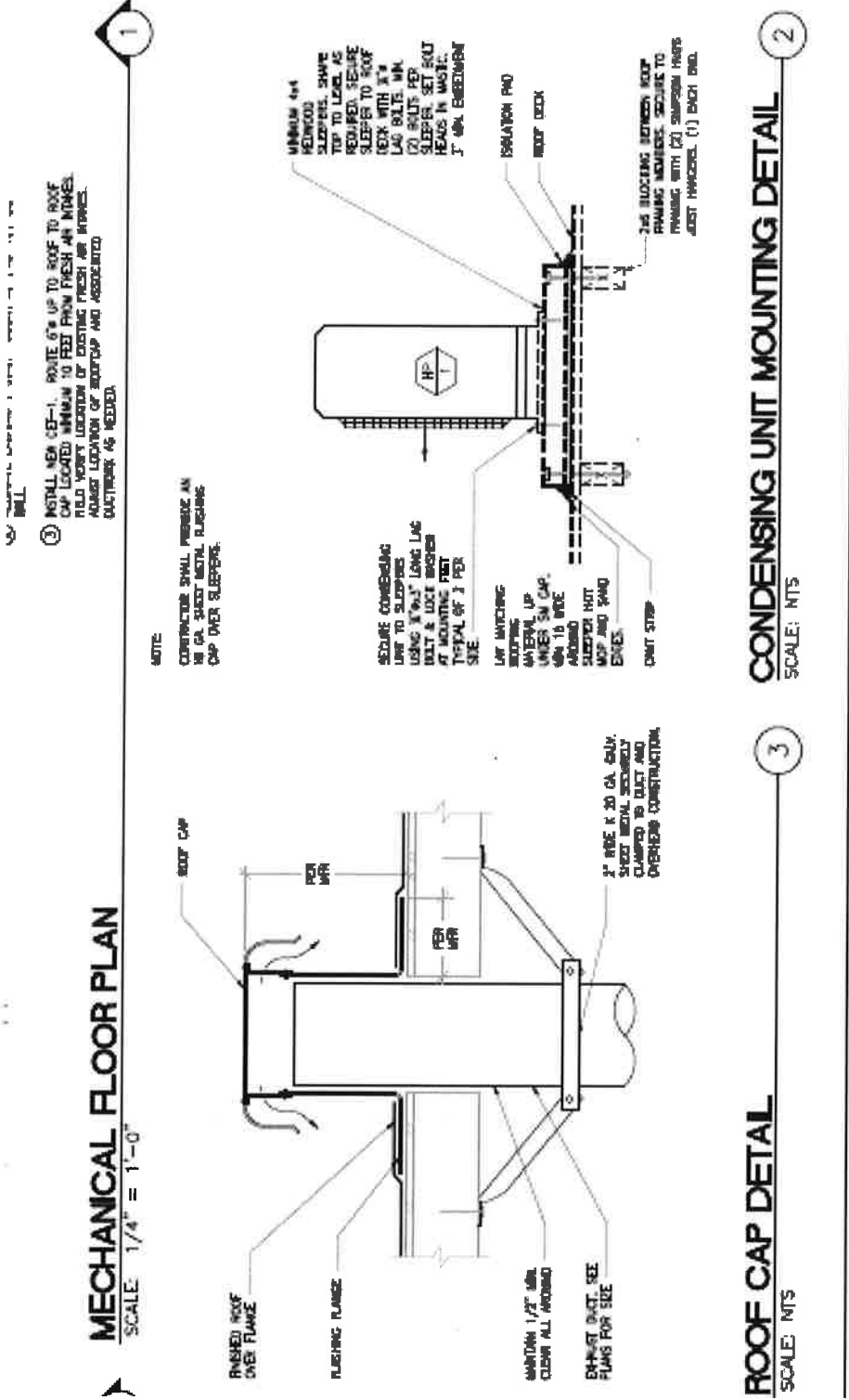
No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and/or insurance. City will issue a notice to proceed to the contractor, once the requirements of the contract are complete.

7-3 Weekend, Holiday, and Night Work

Unless otherwise noted in the Special Provisions or approved by the Agency, no work shall be done between the hours of 6 p.m. and 6 a.m. except with written permission of the Facilities Services Manager, or in case of an emergency repair, when necessary for the proper care and protection of work already performed. Working hours are Monday through Saturday from 6 a.m. to 6 p.m.

7-4 Aesthetic Clean-Up

The contractor shall remove from the City's property and from all public property, all temporary structures, rubbish and waste materials, resulting from their operation at no additional cost to the City.





Example of Electrical Jack Box

EXHIBIT -A

Principal	
ALAN C. HOM	C 16279
DENNIS DONG	C 12163
ANDY C. KWONG	C 26580
LOANGLIE R. NEWSOME	C 22048
Principal	
KARIN RYLANDER	C 23836

2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TEL. 916/446-7741 FAX 916/446-0457

consultant

ABBREVIATIONS

AC	ASPH	ASPH	CONCRETE	GA	GALV	GALV	GALVANIZED	RGR	REGISTER
ACOUS	AC	AC	ACOUSTICAL	GA	GALV	GALV	GALVANIZED	REIN	REINFORCED
AD	ADJ	ADJ	AREA DRAIN	GB	GALV	GALV	GRAB BAR	REQD	REQUIRED
AFF	AFF	AFF	ADJUSTABLE	GL	GND	GND	GLASS / GLAZING	RESIL	RESILIENT
AGGR	AGGR	AGGR	ABOVE FINISH FLOOR	GND	GR	GR	GROUND	RHWS	ROUND HEAD WOOD SCREW
AL	AL	AL	AGGREGATE	GR	GYP	GYP	GRADE	RM	ROOM
ALUMINUM	ALUMINUM	ALUMINUM	ALUMINUM	GYP	GYP	GYP	GYP	RO	ROUGH OPENING
APPROX	APPROX	APPROX	APPROXIMATE	GYP	GYP	GYP	GYP	RUD	RED WOOD
ARCH	ARCH	ARCH	ARCHITECTURAL	GYP	GYP	GYP	GYP	RUL	RAIN WATER LEADER
ASPH	ASPH	ASPH	ASPHALT	HB	HC	HC	HOSE BIB	S	SOUTH
				HB	HC	HC	HOLLOW CORE	SC	SOLID CORE
BD	BLDG	BLDG	BOARD	HDUR	HDUR	HDUR	HARDWOOD	SCD	SEAT COVER DISPENSER
BLK	BLK	BLK	BLOCK	HM	HM	HM	HARDWARE	SCHD	SCHEDULE
BLKG	BLKG	BLKG	BLOCKING	HR	HR	HR	HORIZONTAL	SD	SOAP DISPENSER
BM	BM	BM	BEAM	HR	HR	HR	HOUR	SECT	SECTION
BOT	BOT	BOT	BOTTOM	HT	HT	HT	HEIGHT	SH	SHELL
								SHR	SHOWER
CAB	CAB	CAB	CABINET	ID	ID	ID	INSIDE DIMENSION	SHT	SHEET
CB	CB	CB	CATCH BASIN	INSUL	INSUL	INSUL	INSULATION	SIM	SIMILAR
CEM	CEM	CEM	CEMENT	INT	INT	INT	INTERIOR	SND	SANITARY NAPKIN DISPENSER
CP	CP	CP	CEMENT PLASTER					SNR	SANITARY NAPKIN RECEPTACLE
CL	CL	CL	CAST IRON					SPEC	SPECIFICATION
CG	CG	CG	CORNER GUARD	JAN	JAN	JAN	JANITOR	SS	SQUARE
CLG	CLG	CLG	CEILING	JT	JT	JT	JOINT	S6	STAINLESS STEEL
CLKG	CLKG	CLKG	CEILING					S9K	SERVICE SINK
CLR	CLR	CLR	CEILING					STA	STATION
CHJ	CHJ	CHJ	CONCRETE MASONRY UNIT	LAB	LAM	LAM	LABORATORY	STD	STANDARD
COL	COL	COL	COLUMN	LAV	LAV	LAV	LAVATORY	STL	STEEL
CONC	CONC	CONC	CONCRETE	LKR	LKR	LKR	LOCKER	STOR	STORAGE
CONN	CONN	CONN	CONNECTION	LT	LT	LT	LIGHT	STRL	STRUCTURAL
CONSTR	CONSTR	CONSTR	CONSTRUCTION	lbs	lbs	lbs	POUNDS	SUP	SUSPENDED
CONT	CONT	CONT	CONTINUOUS	M	M	M	MIRROR	SV	SHEET VINYL
CT	CTK	CTK	CERAMIC TILE	M OR MIR	MAT	MAT	MATERIAL	SYM	SYMMETRICAL
CNTR	CNTR	CNTR	COUNTERSINK	MAX	MAX	MAX	MAXIMUM	TRD	TREAD
CTR	CTR	CTR	CENTER	MECH	MECH	MECH	MECHANICAL	TE	TOILET BAR
				MEMB	MEMB	MEMB	MEMBRANE	TEL	TELEPHONE
DBL	DBL	DBL	DOUBLE	MFR	MFR	MFR	MANUFACTURED	TG	TONGUE & GROOVE
DF	DF	DF	DRINKING FOUNTAIN	MH	MH	MH	MANHOLE	THK	THICK
DET	DET	DET	DETAIL	MN	MN	MN	MINIMUM	T.O.	TOP OF (W - WALL, C - CURB, P - PAVEMENT, PL - PLATE
DIA	DIA	DIA	DIAMETER	MISC	MISC	MISC	MISCELLANEOUS	TFD	TOILET PAPER DISPENSER
DM	DM	DM	DIMENSION	MO	MO	MO	MASONRY OPENING	TV	TELEVISION
DISP	DISP	DISP	DISPENSER	MTD	MTD	MTD	MOUNTED	TYP	TYPICAL
DN	DN	DN	DOWN	MTL	MTL	MTL	MATERIAL		
D5	D5	D5	DOWNSPOUT	MUL	MUL	MUL	MULLION	UNF	UNFINISHED
DUG	DUG	DUG	DRAWING					UNL	UNLESS OTHERWISE NOTED
								UR	UPR
E	E	E	EAST	N	N	N	NORTH	US	UNDER SIDE
EA	EA	EA	EACH	NIC	NIC	NIC	NOT IN CONTRACT		
EDF	EDF	EDF	ELECTRIC DRINKING FOUNTAIN	NO OR *	NO OR *	NO OR *	NUMBER		
EXP	EXP	EXP	EXPANSION JOINT	NOM	NOM	NOM	NOMINAL		
EL	EL	EL	ELEVATOR	NBS	NBS	NBS	NOT TO SCALE	VCT	VINYL COMPOSITION TYPE
ELEC	ELEC	ELEC	ELECTRICAL					VERT	VERTICAL
ELEV	ELEV	ELEV	ELEVATOR					VEST	VESTIBULE
EMER	EMER	EMER	EMERGENCY	O/	O/	O/	OVER		
ENCL	ENCL	ENCL	ENCLOSURE	OA	OA	OA	OVERALL	W	WEST
EP	EP	EP	ELECTRICAL PANEL BOARD	OC	OC	OC	ON CENTER	W	WITH
EQ	EQ	EQ	EQUAL	OD	OD	OD	OUTSIDE DIAMETER	WC	WATER CLOSET
EQPT	EQPT	EQPT	EQUIPMENT	OFNG	OFNG	OFNG	OPENING	WD	WOOD
EXP	EXP	EXP	EXPANSION	OFF	OFF	OFF	OPPOSITE	W/O	WITHOUT
EXT	EXT	EXT	EXTERIOR					WF	WATER PROOF
				PRE-CAST	PRE-CAST	PRE-CAST	PAPER TOWEL DISPENSER	WR	WATER RESILIENT
FA	FA	FA	FIRE ALARM	PL	PL	PL	PLATE	W/ST	WAINSCOT
FD	FD	FD	FLOOR DRAIN	PLAM	PLAM	PLAM	PLASTIC LAMINATE	WT	WEIGHT
FDN	FDN	FDN	FOUNDATION	PLAS	PLAS	PLAS	PLASTER	WUF	WELDED WIRE FABRIC
FE	FE	FE	FIRE EXTINGUISHER	PLYUD	PLYUD	PLYUD	PLYWOOD		
FEC	FEC	FEC	FIRE EXTINGUISHER CABINET	FR	FR	FR	PAIR		
FF	FF	FF	FINISH FLOOR	PT	PT	PT	POINT	+	AND
FHC	FHC	FHC	FIRE HOSE CABINET	PTD	PTD	PTD	PAPER TOWEL DISPENSER	+	AT
FHWS	FHWS	FHWS	FLAT HEAD WOOD SCREW	PTD/R	PTD/R	PTD/R	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	+	CENTERLINE
FIN	FIN	FIN	FINISH					+	CENTERLINE
FL	FL	FL	FLOOR	PTN	PTN	PTN	PARTITION	+	+
FLASH	FLASH	FLASH	FLASHING	FTR	FTR	FTR	PAPER TOWEL RECEPTACLE	+	+
FLUOR	FLUOR	FLUOR	FLUORESCENT					(e)	EXISTING
FOC	FOC	FOC	FACE OF CONCRETE	QT	QT	QT	QUARRY TILE	(n)	NEW
FOP	FOP	FOP	FACE OF FINISH					+	DIAMETER
FOS	FOS	FOS	FACE OF STUD						
FPFR	FPFR	FPFR	FIREPROOF	R	R	R	RISER		
FS	FS	FS	FULL SIZE	RAD	RAD	RAD	RADIUS		
FT	FT	FT	FOOT / FEET	RD	RD	RD	ROOF DRAIN		
FTG	FTG	FTG	FOOTING	REF	REF	REF	REFERENCE		
FURR	FURR	FURR	FURRING	REFR	REFR	REFR	REFRIGERATOR		
FUT	FUT	FUT	FUTURE						

The diagram illustrates various symbols used in architectural drawings, organized into two columns. Each symbol is accompanied by a label and an arrow pointing to it.

Left Column Symbols:

- A circle with the letter 'A' inside, representing a column line.
- A circle with the number '1' inside, representing a door number.
- A diamond with the number '2' inside, representing a window type.
- A cloud shape with the number '2' inside, representing skip letters '1' and '0'.
- A circle with a cross inside, representing a revision number.
- A circle with a cross inside, representing a work point / control point or datum point.
- A circle with 'A' and 'A6' inside, representing section identification.
- A circle with '2' and 'A5' inside, representing detail identification.
- A circle with a cross inside, representing interior elevation identification.
- A circle with a cross inside, representing elevation identification.
- A circle with a cross inside, representing sheet where elevation is drawn.
- A circle with a cross inside, representing office.
- A circle with a cross inside, representing room identification.
- A circle with a cross inside, representing room name.
- A circle with a cross inside, representing room number.
- A circle with a cross inside, representing room square footage.
- A circle with a cross inside, representing room occupancy load.
- A circle with a cross inside, representing dimensions.
- A circle with a cross inside, representing dimension to centerline.
- A circle with a cross inside, representing dimension to face of material.

Right Column Labels:

- COLUMN LINES
- DOOR NUMBER
- WINDOW TYPE
- SKIP LETTERS "1" AND "0"
- REVISION NUMBER
- WORK POINT / CONTROL POINT OR DATUM POINT
- SECTION IDENTIFICATION SHEET WHERE SECTION IS DRAWN
- DETAIL IDENTIFICATION SHEET WHERE DETAIL IS DRAWN
- INTERIOR ELEVATION ELEVATION IDENTIFICATION NO ARROW INDICATES ELEVATION NOT SHOWN SHEET WHERE ELEVATION IS DRAWN
- OFFICE
- ROOM IDENTIFICATION
- ROOM NAME
- ROOM NUMBER
- ROOM SQUARE FOOTAGE
- ROOM OCCUPANCY LOAD
- DIMENSIONS
- DIMENSION TO CENTERLINE
- DIMENSION TO FACE OF MATERIAL

<u>ARCHITECTS</u>	<u>BUILDING MANAGEMENT</u>
CALFO HOM 4 DONG ARCHITECTS	XXXXXXXX
CONTACT: KARL CHAN	XXXX
2120 20TH STREET	XXXX
SUITE ONE	XXXX
SACRAMENTO, CA 95818	XXXXXXXX
PHONE: (916)446-1741	PHONE:(900) XXXX-XXXX
FAX: (916)446-0451	FAX:(900) XXXX-XXXX

1. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AND STANDARDS AS ADOPTED BY THE OFFICE OF THE STATE FIRE MARSHAL:
 - 2016 CA BUILDING STANDARDS ADMINISTRATIVE CODE
 - 2016 CALIFORNIA BUILDING CODE
 - 2016 CALIFORNIA ELECTRICAL CODE
 - 2016 CALIFORNIA MECHANICAL CODE
 - 2016 CALIFORNIA PLUMBING CODE
 - 2016 CALIFORNIA ENERGY CODE
 - 2016 CALIFORNIA FIRE CODE
 - 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
 - 2016 CALIFORNIA REFERENCED STANDARDS CODE
 - CBC TITLE 13, PUBLIC SAFETY, DIVISION 1, STATE FIRE MARSHAL
 - 2016 NFPA 13- INSTALLATION OF FIRE SPRINKLERS
 - 2016 NFPA 14- INSTALLATION OF STANDPIPE AND HOSE SYSTEM
 - 2017 NFPA 17A- WET CHEMICAL SYSTEMS
 - 2016 NFPA 20- INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION
 - 2016 NFPA 24- INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES
 - 2017 NFPA 25 CALIFORNIA EDITION, INSPECTION, TESTING & MAINTENANCE OF WATER BASED FIRE PROTECTION SYSTEMS
 - 2016 NFPA 72- NATIONAL FIRE ALARM AND SIGNALING CODE
 - 2015 NFPA 2001- CLEAN AGENT FIRE EXTINGUISHING SYSTEMS
- * AS AMENDED BY CALIFORNIA
2. INFORMATION CONTAINED WITHIN THESE DOCUMENTS SHALL NOT BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO REFERENCED CODES.
3. CONTRACTOR SHALL EXAMINE THE DOCUMENTS AND THE SITE AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES FOUND PRIOR TO THE START OF WORK.
4. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO ANY EXCAVATING.
5. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACES, SHORING, AND GUTS REQUIRED TO SUPPORT ALL LOADS TO WHICH THE STRUCTURE AND COMPONENTS, ADJACENT SOILS AND STRUCTURES, UTILITIES AND RIGHT OF WAYS MAY BE SUBJECT TO DURING CONSTRUCTION.
6. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB EXCAVATIONS, DEPRESSED AREAS AND ALL OTHER REQUIREMENTS MAY BE COORDINATED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
7. ALL DETAILS, SCHEDULES AND SPECIFICATIONS BOUND SEPARATELY ARE PART OF THE CONTRACT DOCUMENTS.
8. ITEMS MARKED N/C, ARE NOT IN CONTRACT. SUCH ITEMS ARE INCLUDED IN THE DOCUMENTS WHEN CONTRACTORS COORDINATION FOR CONSTRUCTION IS REQUIRED.
9. DIMENSIONS:
 - A) IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON DRAWINGS.
 - B) ALL DIMENSIONS ARE TO THE ROUGH UNLESS OTHERWISE NOTED.
 - C) ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
 - D) CEILING HEIGHT DIMENSIONS ARE FROM THE FINISHED FLOOR TO THE FINISHED FACE OF CEILING.
 - E) ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO PROCEEDING WITH CONSTRUCTION.
10. DETAILS MARKED 'TYPICAL' SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
11. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION OF THE PROJECTS.
12. DOOR OPENINGS NOT LOCATED BY DIMENSIONS SHALL BE CENTER IN THE WALL AS SHOWN OR SHALL BE LOCATED 4" FROM FINISHED WALL TO FINISHED JAMB.
13. THESE PLANS ARE BEING REVIEWED AND INSPECTED UNDER THE APPLICABLE PROVISIONS OF THE CALIFORNIA BUILDING CODE (CBC) CHAPTER 10A & 10B. APPROVAL OF THESE PLANS DOES NOT SIGNIFY REVIEW OR APPROVAL OF ANY OTHER ACCESSIBILITY STANDARD (ADAS, ANSI, UFAS, ETC.)
- ALL CONTRACTORS PERFORMING WORK ON THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE 2016 CFC CH 4.33, AND NFPA 241 FIRE PREVENTION PROGRAM THROUGHOUT ALL PHASES OF THE DEMOLITION AND CONSTRUCTION.
- NO DEMOLITION OR INSTALLATION WORK SHALL COMMENCE ON ANY FIRE SPRINKLER AND FIRE ALARM COMPONENTS WITHOUT APPROVED FIRE SPRINKLER AND FIRE ALARM DRAWINGS, ALL FIRE SPRINKLER AND FIRE ALARM DEMO OR TENANT IMPROVEMENT WORK SHALL BE PERFORMED ONLY BY THE LICENSED C-16 FIRE SPRINKLER CONTRACTOR OR C-10 FIRE ALARM CONTRACTOR RESPONSIBLE FOR THIS PROJECT TENANT IMPROVEMENT.

ARCHITECTURAL

C5 COVER SHEET
A11 SITE PLAN
A21 ROOF PLAN AND DETAILS

MECHANICAL

M11 SCHEDULES & LEGEND
M21 MECHANICAL PLAN

ELECTRICAL

E11 PLAN, SYMBOLS & ELEVATION

ROOF AND MECHANICAL REPLACEMENT

The map shows the Job Site location in the North York area of Toronto. The Job Site is marked with a black dot and labeled 'JOB SITE' with a line pointing to it. The location is at the intersection of Finch Ave. E. and Midland Ave. Surrounding locations include The Home Depot, Lloy's, and various restaurants and businesses.

CONSTRUCTION TYPE:	X	FULLY SPRINKLERED:	X
OCCUPANCY GROUP :	X	TOTAL OCCUPANCY LOAD:	X
DESCRIPTION OF USE:	X		
USABLE AREA :	X		

(by ARCHITECT'S GRAPHIC ESTIMATE)

NOTE:
ALL BIDDERS ARE REQUIRED TO TOUR THE PROJECT SITE AND FAMILIARIZE THEMSELVES
WITH THE EXISTING CONDITIONS. BIDDERS ARE REQUIRED TO NOTIFY THE ARCHITECT
5 WORKING DAYS PRIOR TO BID, OF ANY DISCREPANCIES TO EXISTING CONDITIONS
AND / OR DOCUMENTS IF NO COMMENTS ARE RECEIVED BY THAT TIME IT IS ASSUMED ALL
MODIFICATIONS REQUIRED FOR THIS BUILD-OUT IS INCLUSIVE OF THE SUBMITTED BID.

PRINCIPALS	
ALAN C. HORN	C 169
DENNIS DONG	C 121
ANDY C. KWONG	C 286
LOANGLIE R. NEWSOME	E 220
ASSOCIATES	
KARIN RYLANDER	C 282

2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TEL. 916/446-7741 FAX 916/446-0457

project

ROOF & MECHANICAL REPLACEMENT

2880 GOLD TAILINGS
RANCHO CORDOVA, CA 95670

SITE PLAN

The information contained does not represent the
these plans or the specifications in connection
therewith are suitable, whether or not modified for any
other use than the one for which they were specifically
prepared. The architect disclaims responsibility for
these plans and specifications if they are used in
whole or in part at any other site.

The contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing of any variation from the dimensions and conditions shown by these drawings.

This drawing is not final or to be used for construction until signed by the architect and owner.

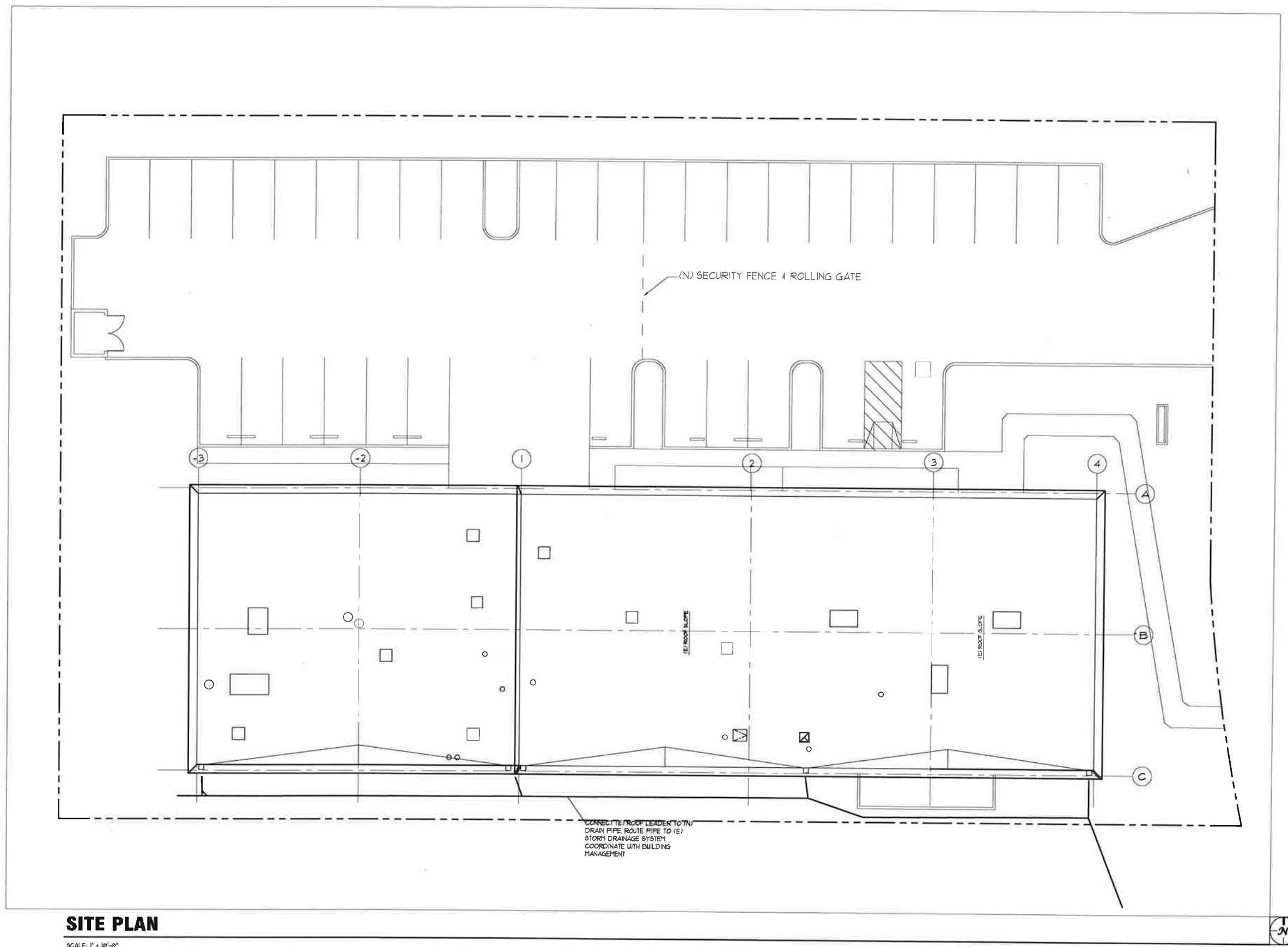
All drawings and written material appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or disclosed without written consent of the Architect.

Architect of Record	LRN	
Project Architect	LRN	
Drawn By	GURNEET KAUR	
Revisions		
NO.	DATE	DESCRIPTION

Job No	18022
Date	OCTOBER 2018

drawing no.

A1.1



MECHANICAL LEGEND	
SYMBOL	DESCRIPTION
	DETAIL NUMBER SHEET ON WHICH DETAIL IS FOUND
	DUCT RISE
	DUCT DROP
	OUTSIDE AIR
	SUPPLY AIR
	RETURN AIR
	BALANCE DAMPER
	DIAMETER OR PHASE
	FLEXIBLE DUCT
	DUCT - DIMENSION SHOWN X WIDTH OR HEIGHT NOT SHOWN
	ACOUSTICAL LINED DUCTING
	DUCT TRANSITION
	SUPPLY AIR DIFFUSER, RETURN OR EXHAUST AIR GRILLE
	THERMOSTAT
	RELOCATE
	MOTORIZED DAMPER
	EXISTING PIPING OR FIXTURE TO BE REMOVED OR ABANDONED IN PLACE
	POINT OF CONNECTION
	ABOVE CEILING
	AIR EXTRACTOR
	ABOVE FINISHED FLOOR
	ABOVE FINISHED GRADE
	ACCESS PANEL
	UNDER CUT DOOR
	CONDENSATE DRAIN
	CUBIC FEET OF AIRFLOW PER MINUTE
	CEILING
	EXISTING TO BE FIELD VERIFIED BY CONTRACTOR
	FROM ABOVE, TO ABOVE
	FROM BELOW, TO BELOW
	FLEXIBLE CONNECTION
	FINISHED FLOOR
	FIRE SMOKE DAMPER
	PER FOOT
	NEW
	NOT IN MECHANICAL CONTRACT
	NOT TO SCALE
	OPPOSED BLADE DAMPER
	REFERENCE
	SMOKE DETECTOR
	TYPICAL

GENERAL MECHANICAL NOTES

- ALL EQUIPMENT AND MATERIALS SHALL BE NEW AND SHALL BE EQUAL IN QUALITY, TYPE, CAPACITY EFFICIENCY AND ACCESSORIES TO THE EQUIPMENT NOTED ON THE DRAWINGS. ADJUSTMENTS TO CONSTRUCTION AND ACCESSORIES ON SUBSTITUTED EQUIPMENT MAY BE REQUIRED TO ACHIEVE THIS EQUALITY, AND SHALL BE INCLUDED AT NO EXTRA COST TO THE OWNER. MAKE ANY CHANGES IN DUCTWORK, PIPING, FRAMING, ETC., AS REQUIRED TO ACCOMMODATE SUBSTITUTED EQUIPMENT.
- INSTALL ALL EQUIPMENT AND MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES. APPLICABLE CODES SHALL INCLUDE, BUT NOT BE LIMITED TO THE 2016 CALIFORNIA MECHANICAL CODE, 2016 CALIFORNIA CODE OF REGULATIONS (CCR), 2016 CALIFORNIA FIRE REGULATIONS, 2016 CALIFORNIA GREEN BUILDING STANDARDS AND 2016 CALIFORNIA TITLE 24 ENERGY EFFICIENCY STANDARDS. WHERE HEAVIER GAGES OF MATERIAL, LARGER SIZES OR MORE STRINGENT REQUIREMENTS THAN THE CODES ARE REQUIRED BY THE CONTRACT DOCUMENTS, SUCH INCREASED REQUIREMENTS SHALL APPLY.
- FABRICATE AND INSTALL ALL DUCTWORK IN ACCORDANCE WITH THE LATEST EDITION OF SMACNA GUIDELINES FOR DUCT CONSTRUCTION AND THE 2015 CALIFORNIA MECHANICAL CODE. ALL DUCT JOINTS INCLUDING MECHANICAL FLANGED JOINTS SHALL BE SEALED WITH SILVER TAPE OR ARABOL AND CANVAS. SEAL THE JOINTS OF ALL DUCTS EXPOSED TO THE WEATHER WITH ARABOL AND CANVAS. PROVIDE ALL BRANCH DUCTS WITH VOLUME DAMPERS WITH LOCKING QUADRANTS LOCATED AT LEAST FIVE FEET (5') FROM THE GRILLE OR DIFFUSER SERVED.
- SUPPORTS FOR ALL PIPING AND DUCTWORK SHALL BE IN ACCORDANCE WITH SMACNA "GUIDELINES FOR SEISMIC RESTRAINT OF MECHANICAL SYSTEMS". CONTRACTOR SHALL PROVIDE CALCULATIONS FOR ISOLATORS AND MOUNTING ACCEPTABLE TO THE REVIEWING AUTHORITY WHEN REQUIRED BY SAME.
- ALL RECTANGULAR OR ROUND RIGID DUCTS SHALL BE OF SMACNA GAGE GALVANIZED STEEL OR ALUMINUM, UNLESS OTHERWISE NOTED ON THE DRAWINGS. PROVIDE FLAT BEAM CONSTRUCTION FOR ANY DUCTS EXPOSED IN OCCUPIED SPACE. NOTE: ALUMA-FLEX IS NOT ACCEPTABLE IN LIEU OF ROUND RIGID DUCTWORK.
- FLEXIBLE DUCTS WHERE PERMITTED SHALL BE GENFLEX IL, THERMAFLEX G-KM, CASCO OR EQUAL FACTORY INSULATED. FLEXIBLE DUCT SHALL NOT EXCEED 5'-0" IN LENGTH (DOWNSIDE OF RIGID ELBOWS), PER 2016 CMC 6-03.41. INSULATE ALL SUPPLY AND RETURN DUCTS WITH 2" THICK 3/4 PCF DENSITY O-C F OR EQUAL, FIBERGLASS DUCT WRAP, TYPE IV, WITH FACTORY APPLIED FLAME RETARDANT FOIL REINFORCED KRAFT FACING. LAP ALL JOINT 4" MINIMUM, AND SECURE WITH GALVANIZED STEEL WIRE.
- LINE ALL SUPPLY AND RETURN DUCT DROPS FOR A MINIMUM OF 10' FROM THE UNIT WITH 1" THICK O-C F AEROFLEX TYPE 200 OR EQUAL ACOUSTIC DUCT LINER. INSTALL WITH 100% COVERAGE ADHESIVE, AND FURTHER APPLY MECHANICAL PIN FASTENERS WHERE DUCT SIDE EXCEEDS 24". DUCT DIMENSIONS ARE NET INTERNAL DIMENSION. SEAL BUTT ENDS OF EXPOSED INSULATION IN THE DUCTS WITH MANUFACTURERS RECOMMENDED SEALANT OR ADHESIVE.
- CONTROLS SHALL COMPLY WITH THE 2016 CALIFORNIA ENERGY CODE. ALL CONTROLS AND CONTROL WIRING NOT SPECIFICALLY SHOWN BUT REQUIRED FOR A COMPLETE AND WORKABLE SYSTEM SHALL BE SUPPLIED BY THE CONTRACTOR AND INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
- ALL AIR SYSTEMS SHALL BE BALANCED BY A QUALIFIED MECHANICAL CONTRACTOR USING AABC, SMACNA OR NEBB PROCEDURES. AIR QUANTITIES SHALL BE BALANCED TO NOT MORE THAN 10% ABOVE OR 0% BELOW THE QUANTITIES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL SUBMIT A COMPLETE AIR BALANCE REPORT INDICATING, AS A MINIMUM, THE AIR DELIVERY FOR EACH DIFFUSER. THE FINAL OPERATING DATA FOR THE SYSTEMS AND THE AIR CONDITIONING UNITS.
- SUBMIT FOR APPROVAL (6) COPIES OF COMPLETE SUBMITTAL DATA ON SPECIFIED AND PROPOSED EQUIPMENT AND MATERIALS. SUBMITTALS SHALL INCLUDE EQUIPMENT SIZES, CAPACITY, MOTOR LOCATIONS, PERFORMANCE CURVES AND OTHER PERTINENT DATA. EACH SUBMITTAL SHALL INCLUDE IDENTIFICATION TAGS OR SYMBOLS TO MATCH TAGS. PARTIAL SUBMITTALS OR SUBMITTALS WHICH ARE NOT MARKED WITH EQUIPMENT TAGS OR PERFORMANCE DATA WILL BE REJECTED.
- PROVIDE PERMANENT ENGRAVED PLASTIC NAME PLATED FOR ALL EQUIPMENT INSTALLED, INDICATING THE PLAN DESIGNATION OF THE UNIT (AC-1, REF, ETC.) AND ALSO THE BUILDING AREA SERVED (CLASSROOMS 2-4, CONFERENCE ROOM, ETC.). STAMPED METAL TAPES APPLIED WITH SELF-CONTAINED ADHESIVE WILL NOT BE ACCEPTABLE.
- CONTRACTOR SHALL VERIFY ALL WORK CONDITIONS PRIOR TO COMMENCING WORK, INCLUDING, BUT NOT LIMITED TO: DIMENSIONS, EQUIPMENT, STRUCTURAL ELEMENTS AND MATERIALS INDICATED AS EXISTING, AS WELL AS THE COORDINATED INSTALLATION OF ALL NEW WORK, MATERIALS, EQUIPMENT, ETC. COORDINATE THE LOCATION OF ALL ROOF MOUNTED EQUIPMENT WITH THE STRUCTURAL ENGINEER.
- CONTRACTOR SHALL FIELD COORDINATE AND INSTALL PACKAGED ROOFTOP EQUIPMENT TO MAINTAIN A MINIMUM OF 10'-0" CLEARANCE FROM OUTSIDE AIR INTAKE TO ALL EXHAUST OUTLETS AND (VTR) VENT THRU ROOF, TYPICAL.
- SUBMITTAL NOTE: MECHANICAL SYSTEMS DESIGN REFLECT EQUIPMENT SPECIFIED. WHEN EQUIPMENT SUBSTITUTIONS OCCUR AND DUCT DESIGN, DUCT DROPS, GAS INPUT AND ELECTRICAL SERVICE VARIES FROM THAT SPECIFIED, THEN IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR FOR ALL ADDITIONAL ENGINEERING FEES AND OTHER DISCIPLINE CHANGE ORDERS (STRUCTURAL, ELECTRICAL, ARCHITECTURAL, PLUMBING, ETC.) WHEN SUBSTITUTED EQUIPMENT IS USED.

EQUIPMENT SCHEDULE	
SYMBOL	DESCRIPTION
	PACKAGED ROOFTOP AIR-CONDITIONING UNIT WITH NATURAL GAS FIRED HEATING, ELECTRIC COOLING WITH PURON REFRIGERANT, VERTICAL DISCHARGE, LOW HEAT CAPACITY. FURNISH COMPLETE WITH ROOF CURB, BELT-DRIVE MOTORS, FULLY MODULATING 100% OUTSIDE AIR ECONOMIZER WITH MODULATING POWER EXHAUST, PROGRAMMABLE THERMOSTAT, DISPOSABLE FILTERS IN FILTER RACK, FACTORY MOUNTED DUCT SMOKE DETECTOR WIRED TO SHUTDOWN UNIT UPON DETECTION OF SMOKE. CARRIER MODEL NO.: 48HCDA06 OR EQUAL, 15.2 SEER, 80.0 AFUE, NOMINAL 5.0 TON UNIT. TOTAL COOLING CAPACITY: 56,900 BTUH SENSIBLE COOLING CAPACITY: 46,600 BTUH HEATING CAPACITY: 12,000 BTUH INPUT 56,000 BTUH OUTPUT AIR FLOW SETTING: 1950 CFM AT 0.5 E.S.P. ELECTRICAL SERVICE: 200 V/3 PH/60 HZ COMPRESSOR: 1 AT 13.3 RLA, 83.0 LRA EVAPORATOR FAN MOTOR: 1 AT 10 BHP, 16 FLA CONDENSER FAN MOTOR: 1 AT 0.25 HP, 14 FLA COMBUSTION FAN MOTOR: 1 AT 48 FLA MCA: 27.0 MOCP: 40.0 UNIT WEIGHT: 600 LBS.
	CARRIER MODEL NO.: 48HCDA07 OR EQUAL, 12 EER, 80.0 AFUE, NOMINAL 6.0 TON UNIT. TOTAL COOLING CAPACITY: 71,200 BTUH SENSIBLE COOLING CAPACITY: 55,300 BTUH HEATING CAPACITY: 12,000 BTUH INPUT 56,000 BTUH OUTPUT AIR FLOW SETTING: 2400 CFM AT 0.5 E.S.P. ELECTRICAL SERVICE: 200 V/3 PH/60 HZ COMPRESSOR: 1 AT 36.0 RLA, 135.0 LRA EVAPORATOR FAN MOTOR: 1 AT 10 BHP, 16 FLA CONDENSER FAN MOTOR: 1 AT 0.25 HP, 14 FLA COMBUSTION FAN MOTOR: 1 AT 48 FLA MCA: 37.0 MOCP: 50.0 UNIT WEIGHT: 925 LBS.
	PACKAGED ROOFTOP AIR-CONDITIONING UNIT WITH NATURAL GAS FIRED HEATING, ELECTRIC COOLING WITH PURON REFRIGERANT, VERTICAL DISCHARGE, LOW HEAT CAPACITY. FURNISH COMPLETE WITH ROOF CURB, BELT-DRIVE MOTORS, MANUAL OUTDOOR AIR DAMPER, PROGRAMMABLE THERMOSTAT, DISPOSABLE FILTERS IN FILTER RACK. CARRIER MODEL NO.: 48HCDA05 OR EQUAL, 15.6 SEER, 82.0 AFUE, NOMINAL 4.0 TON UNIT. TOTAL COOLING CAPACITY: 41,700 BTUH SENSIBLE COOLING CAPACITY: 37,000 BTUH HEATING CAPACITY: 12,000 BTUH INPUT 56,000 BTUH OUTPUT AIR FLOW SETTING: 1600 CFM AT 0.5 E.S.P. ELECTRICAL SERVICE: 200 V/3 PH/60 HZ COMPRESSOR: 1 AT 13.1 RLA, 83.0 LRA EVAPORATOR FAN MOTOR: 1 AT 10 BHP, 52 FLA CONDENSER FAN MOTOR: 1 AT 0.25 HP, 14 FLA COMBUSTION FAN MOTOR: 1 AT 48 FLA MCA: 24.0 MOCP: 30.0 UNIT WEIGHT: 590 LBS. OUTSIDE AIR SETTING: 400 CFM
	UNIT HEATER, NATURAL GAS, PROPELLER TYPE, 80.0 AFUE. REZNOR MODEL NO. F50 OR EQUAL. HEATING CAPACITY: 50,000 BTUH INPUT 40,000 BTUH OUTPUT AIR FLOW SETTING: 650 CFM AT 0.1 E.S.P. ELECTRICAL SERVICE: 120 V/1 PH/60 HZ BLOWER FAN: 1 AT 1/35 HP, 13 FLA, 60 WATTS WEIGHT: 75 LBS. FURNISH: SINGLE STAGE GAS CONTROL, INTERMITTENT SPARK IGNITION, FLUE VENT FAN, ROOF VENT CAP, THERMOSTAT, MOUNTING HARDWARE.
	EVAPORATIVE COOLER: CHAMPION MODEL NO. 5000DD OR EQUAL. AIR FLOW SETTING: 4000 CFM AT 0.1 E.S.P. ELECTRICAL SERVICE: 115 V/1 PH/60 HZ MOTOR: 1/2 HP, 9.8 AMPS, 330 RPM PUMP: 120 V/1 PH/60 HZ, 0.1 AMPS WEIGHT: 309 LBS.
	EVAPORATIVE COOLER: CHAMPION MODEL NO. T5/B5DD OR EQUAL. AIR FLOW SETTING: 6450 CFM AT 0.1 E.S.P. ELECTRICAL SERVICE: 115 V/1 PH/60 HZ MOTOR: 1 HP, 16 AMPS, 342 RPM PUMP: 120 V/1 PH/60 HZ, 12 AMPS MOTOR: 403 LBS.



2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TEL: 916/446-7741 FAX: 916/446-0457



project
ROOF & MECHANICAL
REPLACEMENT

2880 GOLD TAILINGS
RANCHO CORDOVA, CA 95670

sheet title



Date Signed: July 17, 2019

Architect of Record	LRN	
Project Architect	LRN	
Revised		
NO.	DATE	DESCRIPTION
Drawn By		
Date	OCTOBER 2018	
drawing no.		

M1.1

- ① REPLACE EXISTING AC UNIT WITH NEW UNIT. RECONNECT TO EXISTING PLUMBING SERVICES. RECONNECT TO EXISTING DUCTWORK. EXISTING DIFFUSERS TO REMAIN. NEW UNITS DO NOT AFFECT AIR FLOW
- ② MOUNT UNIT HEATER TO BEAM OVERHEAD. CONNECT NEW UNIT HEATER TO EXISTING GAS PIPE.
- ③ REPLACE EXISTING EVAPORATIVE COOLER WITH NEW UNIT. RECONNECT TO EXISTING PLUMBING SERVICES.

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TEL. 916/446-7741 FAX 916/446-0457



project

**ROOF & MECHANICA
REPLACEMENT**

2880 GOLD TAILINGS
RANCHO CORDOVA, CA 95570

abstract

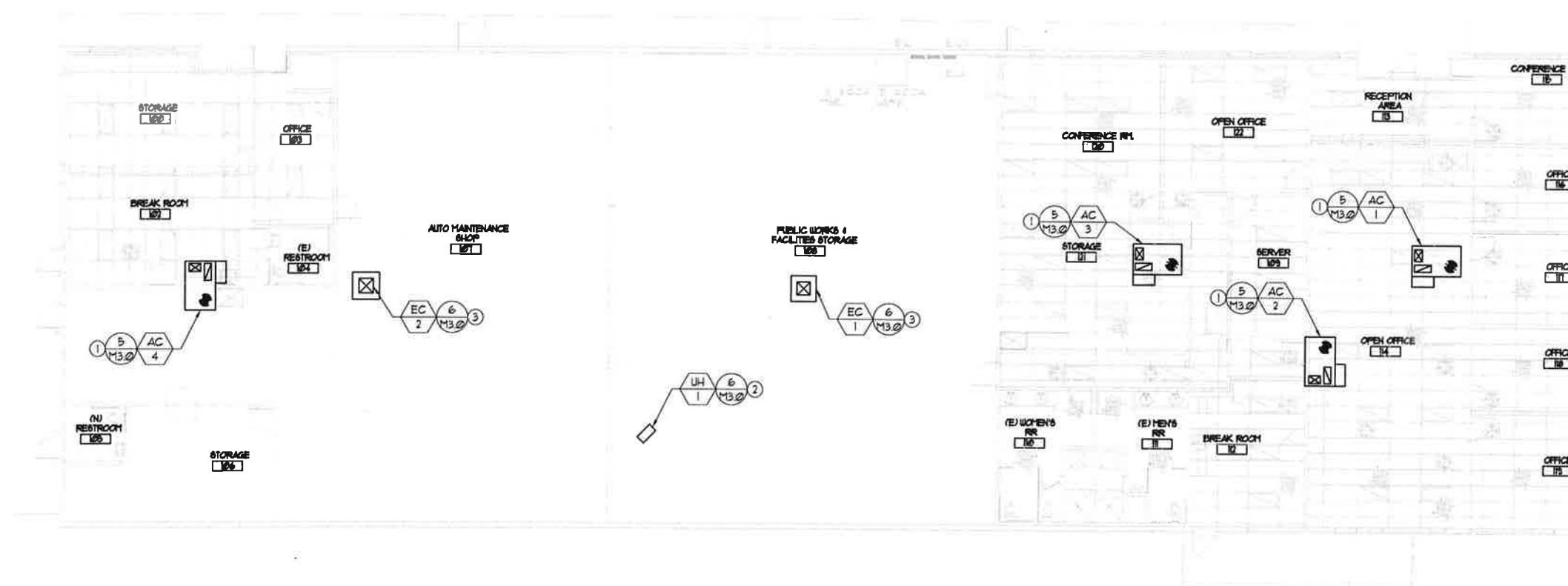


Date Signed: July 17, 2019

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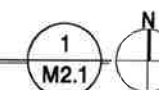
drawing no.

M2.1



MECHANICAL PLAN

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



MEMORANDUM

DATE: September 16, 2019

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst



SUBJECT: A RESOLUTION APPROVING THE 2018-19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will approve submittal of the 2018-19 CDBG CAPER for HUD review according to the requirements and timelines.

BACKGROUND

The City receives an annual entitlement allocation of the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). The City received \$586,085 of CDBG in Program Year 2018-19 (PY 2018). CDBG allows the City to carry out housing and community development projects and programs, such as housing rehabilitation, neighborhood infrastructure improvements, and public services, for low- and moderate-income, individuals, households, and neighborhoods.

HUD requires an annual evaluation of their grant programs, also known as the "Consolidated Annual Performance and Evaluation Report," or CAPER. The PY 2018 CAPER describes the City's accomplishments in the implementation of programs and activities under the CDBG program. It also reports the progress of the City in meeting overall five-year goals and priorities identified as part of the 2016-2020 Consolidated Plan.

CDBG regulations require that the public be given a 15-day period in which to review the CAPER and provide comments prior to approval by the City Council. A public notice announcing the availability of the CAPER was published in the Grapevine Independent on August 23, 2019 that the public comment period would begin on September 6, 2019, and copies of the CAPER were made available for public review at City Hall and on the City's website. The public comment period will close on September 21, 2019, and any non-substantial comments received will be acknowledged, considered and incorporated in the final draft of the CAPER and submitted to HUD. In the unlikely event that a substantial comment is received, requiring a substantial change to the CAPER, a special session of Council would be needed to adopt the change and meet the HUD deadline for submittal by September 27, 2019.

PY 2018 was the City's 13th year as an entitlement jurisdiction for CDBG funds, and the third year of the 2016-2020 Consolidated Plan cycle. The City's program is in good standing with HUD, and program administrators have continued to work on refining guidelines and procedures, assisting service providers to provide technical assistance in administering CDBG funds, and partnering with regional neighbors too improve efficiencies and identify best practices for program administration.

The City made significant progress toward the five-year goals identified in the 2016-2020 Consolidated Plan. These include:

- Helping 227 low-income households, including families at risk of homelessness remain in their housing,
- Completed 1,779 code enforcement inspections of general properties in the CDBG target area,
- Conducted 1,416 inspections of rental units in the CDBG target area, resulting in 26 health and safety violations,
- Provided social services and meals for 176 seniors in the community,
- Replaced severely damaged roofs and critical system repairs on 15 homes occupied by low-income households, including 7 senior households,
- Provided youth mentoring services to 79 at-risk youth, and
- Completed two public facility and infrastructure projects that provide improved ADA accessibility to members of the community, focused on improving access in low-income neighborhoods.

The City was able to meet all of HUD's required reporting and spending deadlines and has recently completed a thorough monitoring of all of the CDBG funded programs and projects, with no serious findings or concerns.

FISCAL IMPACT

The CAPER has no direct fiscal impact on the City. CDBG includes funds for the ongoing planning and administration of the program. CDBG funds were used to partially support two full-time-employee positions in the Neighborhood Services department as part of the Code Enforcement and Rental Housing Inspection programs. At the end of PY 2018, the City had approximately \$29,600 of roll-over funds from prior year programs. Those funds have been budgeted as part of the 2019-20 Annual Action Plan.

ATTACHMENT(S)

1. Resolution
2. City of Rancho Cordova 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER)

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, APPROVING THE FY 2018-19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR SUBMITTAL TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the City of Rancho Cordova has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff has completed the 2018-19 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and a 15-day public comment period for the report was published in the Grapevine Independent on August 23, 2019; and

WHEREAS, the 15-day public comment period did open September 6, 2019, and will close September 21, 2019, and the CAPER has been considered by the Rancho Cordova City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council:

Approves the 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER); Authorizes the City Manager, or the City Manager's designee, to submit the CAPER to the Department of Housing and Urban Development; and Authorizes staff to make technical modifications to the CAPER as required by HUD, and pending any public comment received prior to September 21, 2019.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of September, 2019 by the following vote:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

City of Rancho Cordova

2018-19 CDBG CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant
9/6/2019

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The City received \$586,085 from the Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) in the 2018-19 program year, the third year of the 2016-2020 Five-Year Consolidated Plan. Additionally, approximately \$30,000 in funds were rolled over from program year 2017-2018. A list of the key programs supported by the CDBG program and their original 2018-19 program year budgets are listed below.

- During the 2018-19 program year, the City used \$172,000 of CDBG funding for **the Code Enforcement and Rental Housing Inspection programs**, which provide health and safety code inspections for owner- and renter-occupied properties, as well as businesses in the CDBG target area.
- An additional \$37,000 in CDBG funding was used to fund a program that aids senior populations, including home-bound seniors, by providing access to nutritious meals; this is accomplished through the **Meals on Wheels program**.
- The City assisted the **Folsom Cordova Community Partnership** with \$28,000 of CDBG funds to help support the Group Mentoring Initiative program. This program provides youth support and improves community involvement through intensive one-on-one and group youth mentoring.
- The City allocated \$22,912 for fair housing services with the **Sacramento Self-Help Housing - Renters Helpline and Housing Counseling** programs, which help prevent discrimination and at-risk households from becoming homeless.
- The City allocated \$150,000 to housing repair through the Roof Rehab & Repair Program and the Critical Systems Home Repair program operated by **Rebuilding Together Sacramento**.
- Through a substantive amendment to the 2018-19 Annual Action Plan, \$100,000 was spent on a capital improvement project supporting the City's annual sidewalk program to remove and replace damaged curbs, gutters, and sidewalks. This project's funding was the result of leftover funds from the prior 2017-18 CDBG program year, in conjunction with the City receiving a higher CDBG allocation than anticipated.
- The City allocated \$110,178 in **staff time for the purposes of planning and administration** of the CDBG program. These tasks generally involve the management of community participation efforts in the administration of CDBG funds, assisting subrecipients of CDBG funds with information and guidance on CDBG policies and procedures, planning for future CDBG goals and actions, and any other general administration activities that are involved in the implementation of the CDBG program.
- The City also used \$7,039 to intensify its role in fair housing efforts, including staff time, marketing and educational materials, and fair housing enforcement and mediation referrals

through **Sacramento Self-Help Housing**.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1, below, provides a detailed evaluation of the City's individual programs and projects and compares them to the goals identified in the 2018-2019 Action Plan and the 2016-2020 Consolidated Plan. Most of the City's programs performed very close to or even above their annual goal.

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Project/Activity	Agency/Operator	Goal	Funding	Estimated Expenses	Indicator	Unit of Measure	Goal 5 yr Plan	Actual 5 yr Plan	% Comp.	Goal 2018	Actual 2018	% Comp.
Planning and Administration - PA-18												
Planning and Administration	City Staff	Planning and Administration	\$110,178	\$70,064.13	Successfully administered the CDBG program according to HUD regulations	Efficient Administration				NA	NA	100%
Planning & Administration: Fair Housing	Sacramento Self Help	Homelessness Prevention	\$7,039	\$6,523.66	Public Services Low/Mod Housing Benefit	Household Housing Unit				38	27	71%
Public Services - PS-18												
Homelessness Prevention - Households and Housing Units							1000	1,233	123%	536	360	67%
Renters Helpline	Sacramento Self-Help Housing	Homelessness Prevention	\$8,412	\$8,132.50	Public Services Low/Mod Housing Benefit	Household Housing Unit				418	227	54%
Housing Counseling	Sacramento Self-Help Housing	Homelessness Prevention	\$14,500	\$12,670.88	Public Services other than Low/Mod Housing Benefit	Households Assisted				150	133	89%
Senior Services - Persons Assisted							1000	558	56%	150	176	117%
Senior Nutrition Program	Meals on Wheels	Senior Services	\$37,000	\$37,000	Public Services other than Low/Mod Housing Benefit	Persons Assisted				150	176	117%
Youth Services - Persons Assisted							700	425	61%	77	79	103%
Group Mentoring Initiative	Folsom Cordova Community Partnership	Youth Services	\$28,000	\$26,753.39	Public Services other than Low/Mod Housing Benefit	Persons Assisted				77	79	103%
Housing Preservation Program HP-18												
Code Enforcement - Code Cases and Inspections							5000	10,615	212%	1600	3,195	200%
Code Enforcement	City Staff	Housing preservation- Code Enforcement	\$86,000	\$86,000	Housing Code Enforcement/For enclosed Property Care	Code Cases				800	1,779	222%
Rental Housing Inspection Program	City Staff	Code Enforcement	\$86,000	\$86,000	Housing Code Enforcement/For enclosed Property Care	Code Cases				800	1,416	177%
Housing Preservation - Housing Units							30	29	97%	15	11	73%
Critical Repair Program	Rebuilding Together Sacramento	Housing Preservation- Homeless Prevention	\$150,000	\$150,000	Homeowner Housing Rehabilitated	Household Housing Unit				15	11	73%
Public Infrastructure PI-18												
Public Infrastructure - Persons Provided Improved Access							3000	59,490	198%	2,075	2,075	100%
Public Facilities and Infrastructure	ADA Sidewalk Program	Public Infrastructure	\$100,000	\$100,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Infrastructure Projects Completed				2,075	2,075	100%

Three programs performed below their anticipated program goals, while **four** programs performed above their projected goals in the 2018-19 program year:

Below Goal - Explanation of goal outcomes for Rebuilding Together Sacramento and Sacramento Self-Help Housing:

Rebuilding Together Sacramento reached 73% of its goal (11 homeowners) to assist 15 homeowners. Rebuilding Together Sacramento came in slightly under its expected goals for the 2018-19 program year; however, it was able to spend down all funds. The goal was created by an estimate of anticipated costs; however, home repair costs can vary widely across projects. This program year's projects turned out to be costlier than anticipated, so fewer projects than expected were completed with the funds allocated. Though Rebuilding Together Sacramento did not reach its goal, it still successfully assisted 11 households with critical repairs. These repairs included roof and HVAC replacements, water pipe and bathroom repairs, electrical system repairs, safety railing installation, plumbing repairs, ADA improvements for homebound seniors, floor repairs, and home safety repairs. All of these repairs helped assist low- to moderate-income individuals, many of whom did not have the necessary capabilities or resources to complete the repairs otherwise.

Sacramento Self-Help Housing (SSHH) Renters Helpline reached 54% of its goal, or 227 of the goal of 418. At the same time, the fair housing referral component of this project was also undercut by the lack in Renters Helpline call intakes. Renters Helpline was meant to refer a total of 38 cases to Project Sentinel and the California Apartment Association for follow-up on housing discrimination and disputes, however, only 23 cases were referred to these entities in the City of Rancho Cordova. That being said, over 250 units of service were delivered by Renters Helpline and Fair Housing services, which helped to address issues surrounding discrimination and housing discrepancies in the City. This underperformance can be attributed to a change in office locations in the beginning months of the program year, along with SSHH still being a relatively new resource in the region. Location changes, along with the logistical issues that accompany a change in the agency's location, negatively affected the organization's ability to conduct targeted outreach in Rancho Cordova, which reduced the number of client intakes. Additionally, as a new resource, SSHH is still working on accurately predicting goals for the program.

Sacramento Self-Help Housing's Housing Counseling reached 89% of its goal. SSHH's Housing Counseling program served a total of 133 individuals out of the anticipated 150 that were set as the 2018-19 program goals. This slight difference between the outcomes and projected goals can be explained by the decrease in Renters Helpline intakes, which is the initial process prior to the client being referred to Housing Counseling, and the relocation of the agency's local office.

Above Goal: Goal outcomes for Rental Housing Inspection program, Code Enforcement program, Folsom Cordova Community Partnership, and Meals on Wheels

Folsom Cordova Community Partnership reached 103% of its goal. The partnership was able to leverage the participation in its group mentoring program by partnering with the Folsom Cordova Unified School District and taking advantage of other grant funding to substantially increase the number of mentoring groups, total

number of participants, and the number of school sites and housing groups in the region. The popularity of the group mentoring program among at-risk youth has been a key to the successful leveraging of the CDBG funding and helped to serve 79 individuals and their families.

Code Enforcement reached 222% of its goal. The City-operated Code Enforcement program continues to help proactively address health and safety issues in both residential and commercial neighborhoods in the CDBG target area. In the 2018-19 program year, Code Enforcement officers responded to a total of 1,779 instances of code violation issues.

Rental Housing Inspection reached 177% of its goal. The Rental Housing Inspection program has been a pivotal program in addressing poor housing conditions in rental housing units in the CDBG target area. The City uses CDBG funding to leverage the program and support the goal of inspecting every registered rental unit in the City in two-year cycles. The program allows the City to proactively address deferred maintenance and poor housing conditions that pose health and safety risks to tenants without requiring that tenants first report on the housing conditions and risk potential retaliation from property owners and landlords. In the 2018-19 program year, 1,416 inspections occurred through the Rental Housing Inspection program.

Meals on Wheels reached 117% of its goal. The Meals on Wheels program expected to serve 150 seniors but ended up assisting a total of 176 seniors in the program year. Hot meals were provided to seniors through the organization's Café program, in which meals are served Monday-Friday at different host community centers. In conjunction with the Café meals served, the program also supplies meals to homebound seniors, providing individuals with social interaction and a healthy meal to enjoy at home.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2018-19 program year is the third year of the 2016-2020 Five Year Consolidated Plan, which identified the following goals and priorities for projects funded through CDBG. Those goals are as follows:

- Homelessness Prevention
- Senior Services
- Youth Services
- Public Facilities
- Public Infrastructure
- Housing Preservation- Code Enforcement
- Homeless Housing
- Housing Preservation- Homelessness Prevention

CDBG-funded programs in the 2018-19 program year aligned with five of the eight goals that were outlined in the 2016-2020 Consolidated Plan. Those are Housing Preservation for Code Enforcement, Housing Preservation for Homelessness Prevention, Youth Services, Senior Services, and Public Infrastructure. Table 1 above shows these goals and their associated projects in more detail, along with the one-year progress against the five-year goals established in the strategic plan section of the Consolidated Plan.

The City is currently leveraging non-CDBG funds to help address homeless housing needs and is the primary driving force behind one project in particular, known as the Mather Veterans Village project. This project is a three-phase affordable housing project that will, at completion, include at least 100 permanent supportive housing units for veterans and their families, and as many as 60 transitional housing beds for veterans currently experiencing homelessness. The entire project will be served by the Veterans Resource Centers of America in coordination with Mather Veterans Hospital to serve veterans in need of housing support.

Currently, the project is in its final two phases of construction and units may be ready for occupants by November 2019.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Race and Ethnicity	CDBG	% Total
White	313	50.0%
Black or African American	135	21.6%
Asian	20	3.2%
American Indian or American Native	5	0.8%
Native Hawaiian or Other Pacific Islander	2	0.3%
American Indian or American Native and White	8	1.3%
Asian and White	6	1.0%
Black or African American and White	17	2.7%
American Indian or American Native and Black/African American	3	0.5%
Other Multi-Racial	117	18.8%
Did not Report	0	0%
TOTAL	626	100.0%
Hispanic or Latino	91	17.0%
Not Hispanic or Latino	535	83.0%

Narrative

Table 2 above shows the race and ethnic distribution of persons who received assistance or services through the CDBG program during the 2018-19 program year. The 2016 American Community Survey race and ethnicity population estimates for the City of Rancho Cordova are as follows.

Race and Ethnicity	2016 ACS
White	63.0%
Black or African American	9.5%
Asian	11.4%
American Indian or American Native	0.6%
Native Hawaiian or Other Pacific Islander	1.4%
American Indian or American Native and White	0.8%
Black or African American and White	2.1%
Asian and White	1.6%
American Indian or American Native and White	0.8%
American Indian or American Native and Black/African American	0.3%
Other Muti-Racial	7.5%
TOTAL Population: 69,482	100.0%
Hispanic or Latino	21.0%
Not Hispanic or Latino	79.0%

A comparison of the race of those assisted with the 2015 ACS shows that the ratio of persons served by the CDBG program generally tracks with the population distribution, with slightly more minority groups accessing services in comparison to the City's overall demographic distribution.

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area to help make sure they benefit as many low- and moderate-income residents as possible.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Source	Prior Year Resources 2017-18 Roll-Over	Entitlement	Estimated Expenditures During Program Year
CDBG	CDBG	\$27,120	\$586,085	\$576,620.91

Narrative

In the 2018-19 program year, the City received an allocation of \$586,085, and about \$30,000 in prior year rollover funds. For the 2018-19 program year, the City had originally budgeted for an allocation of \$530,000 to be distributed to different programs and projects. When the actual allocation was received, it was approximately \$56,000 more than originally anticipated. With excess funds, and approximately \$30,000 in rollover funds, the City was able to add a public infrastructure project through a substantial amendment to the Annual Action Plan. The following is a breakout of the allocated funds for each of the 2018-19 CDBG program year's programs and projects. It should be noted that this budget will be different than the budget described in Annual Action Plan for 2018-19 due to the substantial amendment.

- Planning and Administration, including Fair Housing (\$117,217)
 - General Planning and Administration- \$110,178
 - SSHH: Fair Housing Services- \$7,039
- Public Services (\$87,912)
 - SSHH: Renters Helpline- \$8,412
 - SSHH: Housing Counseling- \$14,500
 - Folsom Cordova Community Partnership: Group Mentoring Initiative- \$28,000
 - Meals on Wheels: Senior Nutrition- \$37,000
- Capital Improvements
 - Housing Preservation (\$322,000)
 - § Rental Housing Inspection Program- \$86,000
 - § Code Enforcement- \$86,000
 - § Housing Repair- \$150,000
 - Public Infrastructure and Facilities (\$100,000)
 - § 2018-19 ADA Sidewalk Improvement Project- \$100,000

All programs were performed according to CDBG requirements and all public service programs made regular draws and completed quarterly reports. All projects, aside from the ADA Sidewalk Improvement project, were completed during the program year, and all projects were completed within their allocated budget. The ADA Sidewalk Improvement project was completed in September 2019. The City has met timeliness requirements every year since becoming an entitlement jurisdiction.

The City has spent down \$576,620.91 during the 2018-19 CDBG program year; this includes expenses drawn

down from prior program years and expenses for the 2018 ADA Sidewalk Improvement project. Additionally, the City had left-over Planning and Admin funds from the 2018-19 program year in the amount of \$40,629.21, and \$3,870.57 left over from public service project funds. \$14,880 of the Planning and Admin left over is re-allocated the following program: Rental Housing Inspection Program (\$6,000); Code Enforcement (\$6,000); and Sidewalk ADA Improvements (\$2,880). This leaves roll-over funds in the amount of \$29,619.78 (\$3,870.57 + 25,749.21).

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Area	60%	83%	Meals on Wheels, Folsom Cordova Community Partnership, and Sacramento Self-Help Housing programs were provided to populations throughout the city, while programs like Rental Housing Inspection, Code Enforcement, Rebuilding Together Sacramento and the ADA Sidewalk Improvements project took place in the City's designated CDBG target area.

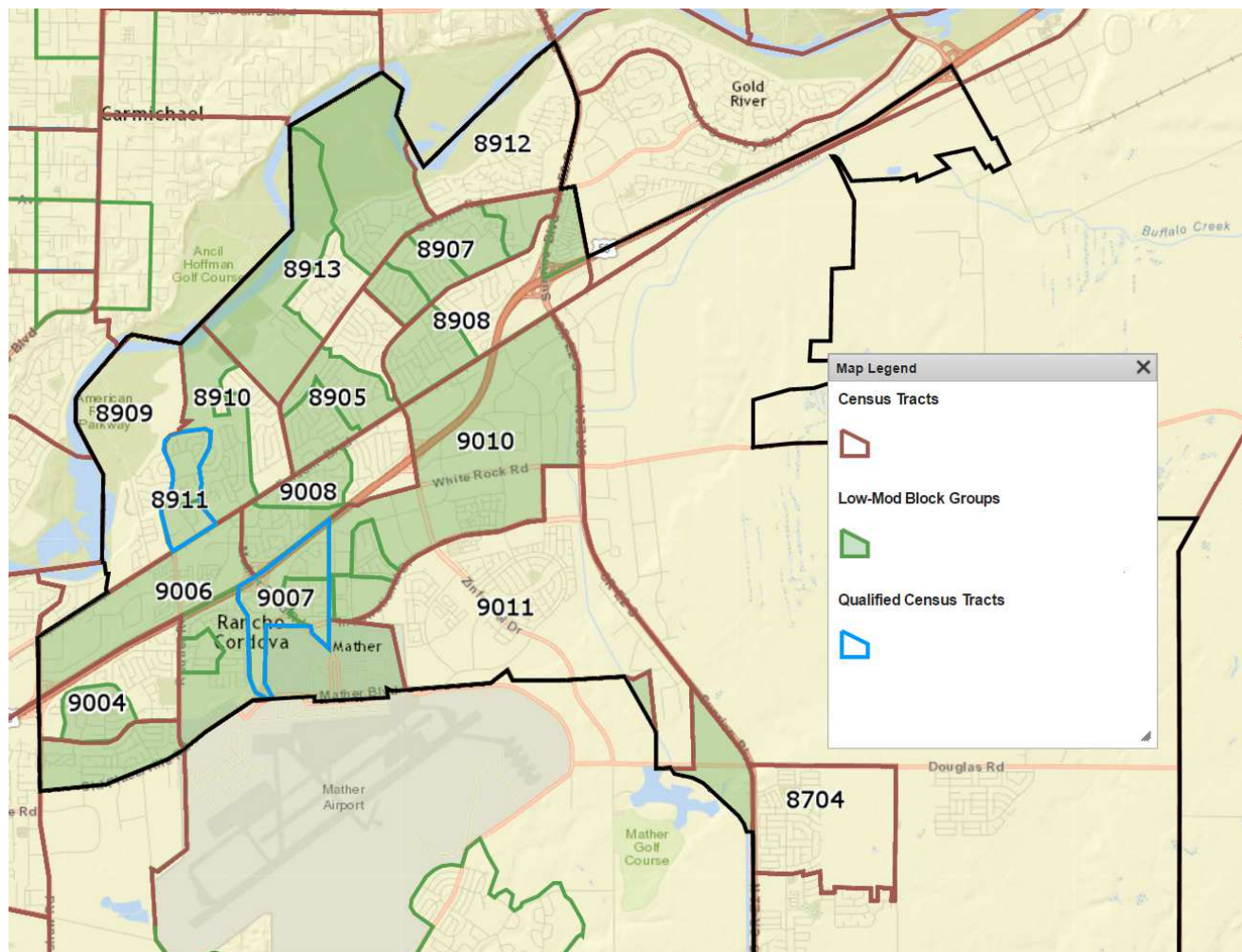
Narrative

Geographic distribution of activities is widely varied, but most take place in or near a low- or moderate-income area. The location of an activity largely depends on the type of activity. Some of the City's 2018-19 CDBG activities, such as Meals on Wheels and Housing Counseling, are able to serve populations across the entire city, while other projects and programs are located and provided to populations in the CDBG target area.

The Rental Housing Inspection program and Code Enforcement activities funded by CDBG take place in the City's designated CDBG target areas, as seen in Figure 1. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

As shown in Figure 1, much of the city, including many residential neighborhoods, are in the CDBG target area. This allows for a significant percentage of the annual CDBG allocation to be focused in these low-moderate income areas of the City.

Figure 1
2018-2019 CDBG
Target Area



Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with the available CDBG funding.

With respect to public service projects funded with CDBG funds, to best leverage the City's available resources, the City will continue to look for opportunities to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve. These sources include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other State of California housing funds whenever appropriate.

The City's CDBG program does not have any matching requirements.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 5 – Number of Households

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0

	One-Year Goal	Actual
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 6 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	15	11
Number of households supported through Acquisition of Existing Units	0	0
Total	15	11

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City is working with nonprofit developers to complete subsidized housing projects that will meet needs for homeless and non-homeless households that need housing support. There were no new units added during the 2018-19 program year; however, just after the end of the program year, in July 2019, 50 units were added to aid homeless individuals through the Mather Veterans Village project. Additionally, 46 transitional beds will be added later in 2019. The progress that it took to get these two projects completed is largely due to the efforts that took place in the 2018-19 program year.

It should be noted that the City's limited federal resources mean that all funding provided for these projects will be from alternative sources. The City partners with the Sacramento Housing and Redevelopment Agency (SHRA), which is the housing authority for Sacramento County to manage public housing and the housing choice voucher system. There are ten public housing single-family homes or apartment complexes which include some of the 747 affordable housing units in Rancho Cordova. Most of these units are administered by SHRA.

In the 2018-19 program year, the City continued to address its affordable housing needs in a variety of ways. For example, the City's partnership with Rebuilding Together Sacramento made it possible

for income-qualified residents to receive emergency health and safety repairs to their homes. These residents might otherwise not have a habitable home. The repair program also contributes toward the continued preservation of the existing stock of affordable housing, a high priority goal identified in the 2016-2020 Consolidated Plan. This program successfully repaired 11 homes out of the 15 that were anticipated, within the CDBG target area.

The City also preserves affordable housing through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable. The continued success of the Rental Housing Inspection and Code Enforcement programs, run by the City's Neighborhood Services Division, has been largely because these efforts receive CDBG assistance. In the past year, the neighborhood services programs experienced staff turnover and changes in structure within their program's operations; however, these programs were still able to exceed their projected goals for the 2018-19 program year.

As mentioned in the previous Goals and Outcomes section of this document, public service accomplishments did not completely result in expected outcomes. Specifically, SSHH saw a reduction in its intakes through the Renters Helpline program, which affected the accomplishments of the other two programs, Fair Housing Services and Housing Counseling. The difference in expected and actual outcomes was based on a few factors: a change in office locations, which resulted in phone issues and problems receiving calls from clients; barriers to conducting outreach, such as distributing flyers to schools and district websites; and an increase in the expected 2018-19 goal outcome, which resulted in unexpected challenges to reaching these increased goals during the program year.

Discuss how these outcomes will impact future annual action plans.

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG dollars where they will do the most good for low- and moderate-income households through better access to affordable housing, services, and public infrastructure.

The City's plan for the 2019-20 program year is to continue cooperating and actively engaging the County of Sacramento in its attention to homelessness issues, including chronic homelessness and near homelessness. Although SSHH had a difference in its expected outcomes compared to actual outcomes in the 2018-19 program year, the City will continue to contract with SSHH to provide housing counseling and homelessness prevention to Rancho Cordova residents. The results of the 2018-19 accomplishments have been discussed and solutions to these barriers have been addressed. In particular, the City has allocated additional funding to SSHH's Renters Helpline program to be used

specifically for the distribution of outreach materials within Rancho Cordova. Additionally, the 2019-20 program year will show more promise now that SSHH's new office location has become more settled and well-known in the area. The City is confident in SSHH and its continued success in the 2019-20 program year. For anyone that wishes to learn more information about SSHH, information is accessible to Rancho Cordova residents via the internet at <https://www.sacselfhelp.org/>, by telephone, and by walk-in appointment.

With the continued success of Rebuilding Together Sacramento's Critical Systems Repair project, the City will continue to fund this program in the 2019-20 Annual Action Plan. This program has proven to be effective in assisting low-income individuals in housing repairs and directly benefitting individuals without alternative options to housing improvements. Additionally, this organization continues to abide by CDBG reporting and reimbursement procedures, which is a very beneficial aspect to the administration costs of the CDBG program.

With 2018-19 program funds, the City allocated \$172,000 to the City-run Neighborhood Services projects, the Rental Housing Inspection program and Code Enforcement. Though these programs experienced staff turnover and challenges to capacity for completion of the projects, they were still able to exceed their planned goals for the program year and provide the CDBG target area with blight and nuisance prevention, along with assistance in mitigating rental housing unit dilapidation and safety problems. The City will continue to allocate CDBG funds to these two programs for the 2019-20 program year, but due to the decrease in staffing, funding has decreased for this program in the 2019-20 program year.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 7 –Number of Persons Served by Income Level

Number Person Served	CDBG Actual	% Total
Extremely Low-income	250	39.9%
Low-income	132	21.1%
Moderate- income	115	18.4%
Non Low/Moderate Income	129	20.6%
Total	626	100.0%
Total Low-Income Persons Served		79.4%

Narrative Information

Income categories for the CDBG program are set through the HUD Adjusted Median Family Income (HAMFI) formula. HUD adjusts this formula each year to address inflation and changes in household costs. The CDBG requirement is that a minimum of 70% of all CDBG recipients must be low or moderate income. The HAMFI for Sacramento County in the 2018-19 program year was \$80,100 for a family of four; since 80% of HAMFI is considered low income, this calculates to \$64,100 for a family of four. All persons assisted with CDBG-funded programs are required to provide income data to identify which category they fit: extremely low income (30% or less of HAMFI), very low-income (31-50% of HAMFI), low-income (51-80% of HAMFI), or moderate income (81-120% of HAMFI). About 93% of persons assisted through CDBG funds were low income with incomes less than 80% of HAMFI.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Rancho Cordova has established a set of strategies and priority actions to expand the City's services and provide supportive housing opportunities and services to the elderly, disabled veterans, and persons with special needs. The City is seeking additional funding for programs and services aimed at assisting its homeless and special needs populations, seeing as levels of CDBG funding are not predictable in terms of increasing or decreasing.

For example, the City continued to fund SSHH in the 2018-19 program year. SSHH provides vital homelessness prevention services and resources to individuals and families who are at risk of homelessness due to housing discrimination and landlord disputes. SSHH is also providing a Renters Helpline and housing counseling to help with tenant/landlord disputes and housing discrimination cases. A collaborative approach between SSHH, California Apartment Association, and Project Sentinel provides a telephone hotline, tenant education and housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute. The SSHH team deals directly with concerns about tenant/landlord disputes while fair housing issues are identified and referred to Project Sentinel. The collaborative team aims to reduce housing discrimination, promote public awareness of fair housing laws and rights, and assist persons with disabilities to protect residents in danger of homelessness.

The City of Rancho Cordova also contracts with Sacramento Self Help Housing for one full-time outreach navigator. The navigator seeks out homeless individuals to provide outreach services; gathers information through a vulnerability index survey and inputs the data into the County Homeless Management Information System; and works to connect clients with identification documents, income sources, and substance abuse and mental health services, with the ultimate goal of finding shelter and housing. This program is not funded through CDBG but is supported through other City funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City participates in the regional Continuum of Care through the nonprofit Sacramento Steps Forward (SSF). SSF manages the Sacramento Area Continuum of Care process, which establishes a set of strategies and priority actions to expand the City's homeless programs and services and provide

supportive housing opportunities and services. Additionally, the Continuum of Care is working on policy and process improvements to improve processes within County shelters, lower barriers to housing programs, and improve placement into the different housing services offered in the region. Rancho Cordova is also home to the Mather Community Campus, a transitional living facility that supports homeless individuals and families and includes job training as well as housing and supportive services. The City is currently working in coordination with the County, Mather Veterans Administration Hospital, and a competitively selected nonprofit development team to develop a comprehensive range of housing opportunities for homeless, near homeless, and disabled veterans. None of these efforts are funded through CDBG and are all supported through other funding sources and staff time.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City contracts with SSHH to provide counseling to low-income households who are at risk of becoming homeless. This program is intended to prevent homelessness, and the counseling helps individuals and households to maintain housing stability. The housing counseling providers keep a detailed database of housing resources that are available to homeless and near-homeless residents. SSHH also provided assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe. Residents can also call the Renters Helpline at (916) 389-7877 and get access to homeless and homelessness prevention services. Through a collaborative approach between SSHH, the California Apartment Association, and Project Sentinel, the City is able to help facilitate the provision of a telephone hotline, tenant education, housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City refers individuals to housing counseling providers that keep a detailed database of housing

resources that are available to homeless and near-homeless residents. Rancho Cordova is home to the Mather Veterans Village, which, when complete, will provide transitional and permanent supportive housing specifically for homeless and near-homeless veterans in the region. The Mather Community Campus provides units as both a permanent and transitional living facility, as well as offering job training and supportive services for homeless individuals and families to prevent repeated patterns of homelessness. The City does not receive enough in CDBG funds to support these projects solely through the CDBG program and relies on coordination with other agencies and nonprofits as well as alternative funding sources to support these projects.

Additionally, the City's adopted Housing Element identifies a specific policy to remove potential constraints to housing for persons with disabilities:

- H.3.3 – Provide housing for special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, homeless individuals, and single-parent households.

Projects, such as the Mather Veterans Village, work to address underserved needs of individuals in the City with disabilities and other special needs. Concurrently, goals identified in the Housing Element, such as the one mentioned above, work to break down barriers to affordable housing among these same populations.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not own any public housing; however, the local public housing authority manages ten public housing apartment complexes or single-family homes. These units include some of the 747 affordable housing units in Rancho Cordova. The 2016-2020 Consolidated Plan does not include plans to construct or operate public housing.

Though the City does not own any public housing, Rancho Cordova does have several public housing developments within its boundaries. These are owned and operated by the local public housing authority, Sacramento Housing and Redevelopment Agency (SHRA). The City works with SHRA to ensure the continued quality of public housing. In addition, SHRA has resident involvement goals, and conducts community outreach to improve resident involvement.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

While the City is dedicated to increasing community outreach and involving neighborhoods in the

decision-making process, the City does not plan to participate in any activities to increase resident involvement in SHRA-owned and -operated public housing unless specifically asked to do so by SHRA.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. These can be found with additional detail in the City's 2013–2021 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services, discussed previously in the Homeless and Other Special Needs narrative, and has worked to offer housing opportunities to underserved groups, including homeless individuals and veterans with disabilities. The City continues its active participation in County, Mather Veterans Administration Hospital, and service provider efforts to locate and develop a continuum of housing opportunities for disabled veterans.

The City has continued its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as the SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The goal in this effort is to reduce the burden of providing services within each jurisdiction with CDBG funding. The City has worked directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

The City also plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will encourage area service providers to offer services in the community. In the 2019-20 program year, several organizations (including SSHH, Meals on Wheels, and Folsom Cordova Community Partnership) will provide services in Rancho Cordova.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City works with a certified lead-based paint inspector to identify lead-based paint hazards when necessary. This inspector is qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard.

The City complies with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategy:

Housing Rehabilitation: All housing rehabilitation activities funded under this plan will assess lead hazard risk before proceeding, including the planned Emergency Repair Grant Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100. All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described in 24 CFR 35.110. At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described in 24 CFR 35.110.

When needed, Rebuilding Together Sacramento conducts lead-based paint inspections through a contractor. Additionally, the City provides free printed information regarding the potential hazards of lead-based paint at the City Hall permit counters.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to fund public services intended to help poverty-level families. The City's anti-poverty strategy is based on revitalizing Rancho Cordova's existing housing stock to provide safe and decent places to live, and on supporting the services of social services agencies that promote income and housing stability. The City's strategy also includes supportive services for target-income residents, including senior and youth services. For example, the City continued to fund SSHH in the 2018-19 program year, as SSHH provides vital services and resources to families who are homeless or are at risk of homelessness.

The City also continued to fund other anti-poverty programs such as the Senior Nutrition programs offered by Meals on Wheels. Additionally, the City funds the Folsom Cordova Community Partnership's Group Mentoring Initiative. This program supports youth and enhances community involvement through intensive one-on-one youth mentoring to help improve economic opportunities for low-income youth in Rancho Cordova.

The City also uses non-federal funds to support many programs and projects, such as job training, through the Community Enhancement Fund. In the 2018-19 program year, multiple programs received funding from both CDBG funds and Community Enhancement funds; those programs included Meals on Wheels, Rebuilding Together Sacramento, the 2018-19 ADA Sidewalk Improvement project, and Folsom Cordova Community Partnership.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Action Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501 and 2 CFR 200 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

The City's Community Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan and all other subsequent documents related to the implementation of the CDBG program.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Staff has continually strived to provide training opportunities and technical assistance to grant subrecipients and has worked to establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regard to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, such as the monitoring that occurred during the 2018-19 program year for SSHH, standardizing reporting requirements and forms to encourage efficiency and consistency, and sharing information from workshops.

During the 2018-19 program year, the City implemented two-year contracts with local service organizations that provide assistance to seniors, households at risk of homelessness, and special needs groups. These subrecipients have all received CDBG funding in the past from the City. City staff and City Council have realized the continued need for these services and have instituted the multi-year contracts to provide continuity of services and help reduce administrative burden.

In addition, in the 2017-18 program year, the City and surrounding jurisdictions pursued a regional Analysis of Impediments to Fair Housing Choice (AI). The City entered a Memorandum of Understanding with SHRA, and neighboring jurisdictions including the cities of Citrus Heights and Elk Grove, to cost-share the fees to conduct an AI. The AI is scheduled to be completed in the fall of 2019 and the results will be utilized by each participating agency for their respective Consolidated and Annual Action Plans, and for SHRA's Public Housing Authority and Capital Fund Plans. The City will continue its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as the SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In the 2012-13 program year, the City completed an updated AI. The AI included surveys of both the general public and fair housing stakeholders in the region. Fair housing issues identified in the analysis showed a lack of public knowledge of fair housing rights and lack of easily available information on the nature and basis of housing discrimination. The CDBG funds allocated to fair housing efforts were utilized to help the City make progress addressing the specific impediments.

During the 2018-19 program year, the City partnered with SSHH to provide fair housing and tenant/landlord services. The City is also a partner in the Renters Helpline, a service offered by SSHH that is designed to determine if calls that they receive represent a fair housing issue or a tenant/landlord or life crisis issue. SSHH staff is trained to answer calls and make accurate determinations. The Renters Helpline assisted 227 households in the 2018-19 program year and referred 23 cases to additional fair housing services, and the Housing Counseling program assisted 133 households.

Led by SHRA, the City of Rancho Cordova and surrounding constituent entities are part of a 14-jurisdiction regional collaborative effort to complete the new AI for the County of Sacramento. The collaborative has selected a consulting group to lead the effort and the report is scheduled to be completed during fall of 2019. The AI will identify the nature and extent of fair housing concerns, and the impediments to fair housing choice that residents may encounter in Sacramento County.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning

requirements

City staff communicated with the subrecipients' staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also offered a group technical assistance training session at the beginning of the year to go over subrecipient agreement policies, data collection, and financial management. Staff provided technical assistance to subrecipients throughout the year as needed.

On a quarterly basis, City staff examined the progress the subrecipients were making toward performance targets through desk monitoring. Subrecipients are required to report demographics on their service population with each billing, including additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to place strong emphasis on the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress.

In the 2018-19 program year, the City conducted an on-site audit of SSHH and Meals on Wheels in collaboration with other local grantors. Additionally, the City plans to conduct ongoing desk monitoring on all CDBG-funded programs throughout the 2019-20 program year. The CDBG program has successfully met expenditure deadlines in years past and is on target to meet its deadlines for the 2018–19 program year. The City is also current on quarterly and semi-annual reports due to HUD.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

This report was made available for public review during a 15-day public comment period from September 6, 2019, to September 20, 2019.

A public notice announcing its availability was published in the *Grapevine Independent* on August 23, 2019. The public notice included the purpose of the report, the premise of the CDBG program, information identifying the public hearing that will be held to approve of the CAPER, the address of City Hall, staff contact names, mailing addresses, phone numbers, the website to view the report, and information on where to direct comments and questions.

Copies of this CAPER are made available for public review and comment in electronic format found online on the City of Rancho Cordova's website (www.cityofranhocordova.org) along with a printed

copy located at City Hall. A public hearing on the report was held on September 16, 2019, at the Rancho Cordova City Council meeting held at City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670. Any and all comments received during the public comment period are listed and addressed at the end of this document.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives outlined in the 2016-2020 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Not applicable.

MEMORANDUM

DATE: September 16, 2019

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Manager

SUBJECT: **PUBLIC HEARING TO ACCEPT THE FINAL ECONOMIC SUBSIDY REPORTS PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 FOR PREVIOUSLY APPROVED INCENTIVES FOR A PROPOSED NEW HOTEL AND EVENT SPACE AT 11212 POINT EAST DRIVE, RANCHO CORDOVA, CA AND A BUSINESS EXPANSION AT 11151 TRADE CENTER DRIVE, SUITE 106, RANCHO CORDOVA, CA**



RECOMMENDATION

Conduct public hearing on two required economic subsidy reports for previously approved incentives and accept reports.

RESULT OF RECOMMENDED ACTION

The City will fulfill its statutory reporting requirements for the two previously approved economic subsidies.

BACKGROUND

The City Council of the City of Rancho Cordova approved a Revolving Loan Program and Business Incentive Program and a in 2014 and 2015 ("Programs"). Funds were made available from the programs to assist businesses in locating or expanding in Rancho Cordova. As required by Government Code Section 53083 ("Code"), any economic development subsidy of one hundred thousand dollars (\$100,000) or more requires a local agency to provide public notice and a hearing regarding the economic development subsidy. The Code also requires the local agency to issue a report on each economic development subsidy not later than five years after the action granting the economic development subsidy.

All funds dispersed to businesses originated from the approved Programs. The included economic development subsidy reports cover the economic development subsidies that were approved for D&S Development Inc. and American River Brewing Company, LP. The proposed new hotel and event space from D&S Development was not constructed and therefore no subsidy payment was ever made for the project.

American River Brewing Company ("ARBC") utilized the economic development loan for the expansion of the brewery tasting room. The City granted a loan for \$245,133.32 for the project. ARBC paid \$7,073.43 in interest and \$4,990.40 in principal on the loan before becoming insolvent on August 1, 2017. City staff are continuing its efforts to identify different means by which the City may recover the outstanding balance of its loan.

FISCAL IMPACT

The proposed new hotel and event space from D&S Development was not constructed and therefore no subsidy payment was ever made for the project.

American River Brewing Company utilized the economic development subsidy for the expansion of the brewery tasting room. The project was completed, however, American River Brewing Company ceased operations on August 1, 2017. The remaining balance of \$240,143 is deemed uncollectable at this time for accounting purposes and staff is recommending the loan receivable be expensed. Sufficient funds are available within the Economic Development Business Incentive Program to cover the uncollectible debt write-off expense.

ATTACHMENTS

1. City of Rancho Cordova Economic Development Subsidy Report – D&S Development Inc.
2. City of Rancho Cordova Economic Development Subsidy Report – American River Brewing Company, LP.

City of Rancho Cordova Economic Development Subsidy Report,
D&S Development, Inc.

Awarded: September 15, 2015

Description: Economic Development subsidy not to exceed \$420,000 for off-site public infrastructure located in the public right of way, for an eighty nine (89) room hotel and six thousand seven hundred ninety (6,790) square foot event space, to be located at 11212 Point East Drive, Rancho Cordova, CA 95670. The proposed new hotel and event space from D&S Development was not constructed and therefore no subsidy payment was ever made for the project.

In compliance with Government Code Section 53083:

1. In receipt of the subsidy: D&S Development, Inc., 1011 10th Street Sacramento, CA 95814.
2. Start and end dates and schedule of subsidy: Construction period April 2015 through April 2017.
3. Description of the subsidy: The Finance Agreement with the Developer specified that the City would pay an amount up to \$420,000 toward the costs associated with constructing Public Off-Site Improvements. The Public Off-Site Improvements included: demolition of existing non-ADA compliant hardscape and soft-scape, installation of ADA accessible sidewalks with curb cuts, gutters, under grounding of utilities, landscaping, and storm water improvements. However, the project did not come to fruition. The contract has expired, and the City has expended zero dollars (\$0) toward the project.
4. Public purpose and benefit: The proposed public benefit was the addition of new ADA sidewalks and curb cuts on a parcel that is highly utilized by light rail users. In addition, the undergrounding of overhead utility lines would have prevented the downing of lines in a strong storm event. The improved curb, gutter and storm drain infrastructure would have assisted in directing water flow to the appropriate areas. The purpose of the public investment was to increase in jobs, overall economic growth due to events that would have taken place in the event space and the hotel guests who would have potentially patronized local businesses, and the provision of additional hotel rooms for leisure and professional travelers.
5. Net tax revenue: The City has not received any tax revenue because the project was not constructed.
6. Job creation: No new jobs were created because the project was not constructed.

City of Rancho Cordova Economic Development Subsidy Report,
American River Brewing Company, LP

Awarded: November 2, 2015

Description: Economic development loan not to exceed \$250,000 for an existing micro-brewery expansion, a three thousand five hundred (3,500) square foot tasting room and administrative office space, located at 11151 Trade Center Drive, Suite 106, Rancho Cordova, CA 95670.

In compliance with Government Code Section 53083:

1. In receipt of the loan: American River Brewing Company LP., 11151 Trade Center Drive, Suite 104, Rancho Cordova, California 95670.
2. Start and end dates and schedule of loan: November 2015 through October 2022. City distributed loan funds upon receipt of copies of bills and invoices. Loan term was terminated due to insolvency of American River Brewing Company, LP.
3. Description of subsidy: The City loaned \$245,133.32 for the expansion of an existing micro-brewery into an additional suite which including: architectural design and tenant improvements for a new on-site tasting room, equipment purchases, opening supplies, furniture, and advertising and other business related expenses. Of the \$245,133.32 the City expended toward the project, the City received \$7,073.43 in interest and \$4,990.40 in principal on the loan.
4. Public purpose and benefit: The public initially benefited from additional net new jobs, overall economic growth due to the new patrons to the business and the creation of an additional amenity for local residents; increased sales tax revenue for the City; and provide social gathering space.
5. Net tax revenue: In the eight quarters where sales tax was collected, the City received \$2,169 in sales tax revenue from the business. At the time of the loan, it was estimated that the new tasting room would generate an estimated \$8,000 in sales tax revenue per year to the City.
6. Job creation: The construction of the tenant improvements created temporary construction jobs. The operation of the new tasting facility created two (2) new part-time positions.