

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, December 21, 2020

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

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

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

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/92747331576?pwd=cVVrNFhja0ptV1pLU3BISjE4aTkzUT09>

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: US: +1 669 900 6833, +1 253 215 8782, 888 475 4499 (Toll Free)

Webinar ID: 927 4733 1576

Password: 258397

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

Instructions to Make Public Comment

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 3:30 p.m. on Monday, December 21, 2020. All comments submitted later than 3:30 p.m. will be sent to the City Council for their review and may not be read during the meeting.

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

instructions:

Listening to a Zoom Meeting by Zoom Video Conference

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

Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk’s Office at (916) 851-8720 before 3:30 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Elizabeth Brick with the United Methodist Church will give the invocation.

5. SPECIAL CEREMONIES - SWEAR IN MAYOR AND VICE MAYOR

5.1. **Subject:** Swearing-in of Vice Mayor.

5.2. **Subject:** Swearing-in of Mayor.

5.3. **Subject:** Presentation to Outgoing Mayor Sander.

6. CELEBRATORY BREAK

7. PRESENTATIONS

7.1. Proclamation Presentation to Ray Tretheway Recognizing His Retirement from the Sacramento Tree Foundation.

8. 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.

9. COUNCIL REPORTS

10. CITY MANAGER'S REPORT

11. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 11.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of December 7, 2020 and the Special Meeting of December 15, 2020.

Recommendation: Adopt the Minutes.

- 11.2. **Subject:** A Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit -Related Services Special Tax Area Zone 26 for the White Rock Center Project.

Recommendation: Adopt the Resolution.

- 11.3. **Subject:** Resolution Authorizing Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax and Authorizing the Examination of Transactions (Sales) and Use Tax Records.

Recommendation: Adopt the Resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of a local transactions and use tax; and the Resolution authorizing the examination of the sales, use and transactions tax records for the City.

- 11.4. **Subject:** Second Reading of an Ordinance Decriminalizing Minor Purchase of Tobacco

Recommendation: Waive second reading and adopt Ordinance.

- 11.5. **Subject:** Second Reading of an Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to Establish Radar Enforceable Speed Limits on the Roads Listed in the Ordinance.

Recommendation: Waive the second reading and adopt the Ordinance.

12. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 12.1. **Subject:** SF Supermarket Major Design Review Project DD9995.

Recommendation: Find the project exempt under CEQA Exemption 15301 Existing Facilities; and Adopt the Resolution for SF Supermarket Major Design Review.

13. PUBLIC HEARING ITEMS

None.

14. REGULAR CALENDAR ITEMS

- 14.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2020-197 with LPA, Inc. in an Amount not to Exceed \$645,000 to Design the Little League Renovation Project.

Recommendation: Adopt the Resolution.

- 14.2. **Subject:** A Resolution Establishing Campaign Contribution Limits for the Elective Offices of the City of Rancho Cordova.

Recommendation: Adopt the Resolution.

- 14.3. **Subject:** Approval of Council Member Appointments to Regional Boards, Commissions, and Committees.

Recommendation: That Council confirms commitments to serve on other agency boards, commissions, and committees.

15. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

16. ADJOURNMENT TO CLOSED SESSION

Mayor Gatewood will adjourn the regular meeting to closed session.

17. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

18. CLOSED SESSION ITEMS

Council will 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).

19. OPEN SESSION - REPORT FROM CLOSED SESSION

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

20. 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.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

January 4, 2021	4:00 PM Special Meeting/Regular Meeting
January 19, 2021	5:30 PM Regular Meeting
January 26, 2021	1:00 PM Special Meeting/Work Session
January 27, 2021	1:00 PM Special Meeting/Work Session
February 1, 2021	4:00 PM Special Meeting/Regular Meeting

February 16, 2021	5:30 PM Regular Meeting
February 23, 2021	5:30 PM Special Meeting/Work Session
March 1, 2021	4:00 PM Special Meeting/Regular Meeting

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the December 21, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on December 18, 2020 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed December 18, 2020 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 11.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

4:00 PM – Special Meeting

David B. Roberts Council Chambers

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

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

Monday, December 7, 2020

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 4:07 PM

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

Council Members Absent: None

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

2. PUBLIC COMMENT

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

ITEM 11.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 7, 2020

closed the public comment period.

3. SPECIAL MEETING

3.1. Tribute to Council Member Robert McGarvey.

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

1. George Burnash
2. Diann Rogers
3. Ted Gaebler
4. Siri Pulipati

Mayor Sander closed the public comment period.

3.2. **Subject:** Certification of the Results of the November 3, 2020 General Municipal Election with Regard to Members of the City Council and One Measure

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

ACTION: Motion to approve item 3.2. by Budge second by Terry;
Motion passed with a 5:0 vote.

RECESS 5:20 p.m. - 5:34 p.m.

3.3. **Subject:** Swearing-in and Seating of Council Members.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Sander adjourned to the regular meeting in the David B. Roberts Council Chambers at 5:45 p.m.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 6:45 p.m.

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

Council Members Absent: None

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Vice Mayor Garrett Gatewood led the pledge.

8. INVOCATION

There was a moment of silence in lieu of the invocation.

9. PRESENTATIONS

10. PUBLIC COMMENT

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

ITEM 11.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 7, 2020

1. Derald Langwell
2. Helen Whelan-Bashaw

Mayor Sander closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Sander requested that item 13.6 be pulled for separate discussion and Council Member Pulipati asked that item 13.5 be pulled for separate discussion.

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

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of November 16, 2020.

Recommendation: Adopt the Minutes.

- 13.2. **Subject:** A Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Rancho Cordova Retirement Residence Project in the City of Rancho Cordova

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Rancho Cordova Retirement Residence project.

- 13.3. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for the Anatolia Retail Center Project

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Anatolia Retail Center project.

- 13.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2020-196 with McGuire-Pacific Constructors in an Amount not to Exceed \$293,205 for On-Call Overhead and Street Signage Services

Recommendation: Adopt the Resolution.

- 13.5. **Subject:** A Resolution Accepting a Grant from the State of California Department of Alcoholic Beverage Control (ABC) in the Amount of \$20,000 and Authorizing the City Manager to Execute a Grant Agreement

Recommendation: Adopt the Resolution.

ACTION: Motion to approve item 13.5. with a status report in 6 months by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 13.6. **Subject:** Treasurer's Report - September 30, 2020

Recommendation: This report is informational only. It is recommended that the City Council receive and file the September 30, 2020 Treasurer's Report.

ACTION: Motion to approve item 13.6. with correction by Budge second by Terry;

ITEM 11.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 7, 2020

Motion approved with a 5:0 vote.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 14.1. through 14.4. by Budge second by Terry;
Motion passed with a 5:0 vote.

- 14.1. **Subject:** DD10004 - Gianelli's Appliance Expansion - Non-Conforming Use Permit
Recommendation: Adopt the Resolution.
- 14.2. **Subject:** An Ordinance Decriminalizing Minor Purchase of Tobacco
Recommendation: Waive first reading and introduce Ordinance.
- 14.3. **Subject:** An Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to Establish Radar Enforceable Speed Limits on the Roads Listed in the Ordinance
Recommendation: Waive first reading and introduce the Ordinance.
- 14.4. **Subject:** A Resolution Approving the Abandonment of a Portion of a No Ingress/Egress Rights Easement Dedicated At 11390 and 11400 White Rock Road
Recommendation: Adopt the Resolution.

15. PUBLIC HEARING ITEMS

None.

16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** Discussion Regarding COVID-19 Enforcement and County of Sacramento Proposed Ordinance
Recommendation: Discussion and direction to staff on potential position or communication to Sacramento County.

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

1. Diann Rogers
2. Derald Langwell
3. Gabrielle Ingram

Mayor Sander closed the public comment period.

ACTION: Motion to oppose the County ordinance and instead focus on education; if County ordinance is adopted Council requests the following: 1. amend it to increase parity between commercial and non-commercial fines 2. use it reactively not proactively, and 3. educate about the ordinance in multiple languages both about ordinance and how COVID-19 is spread by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 16.2. **Subject:** Biennial Review and Resolution Updating the Conflict of Interest Code for the City of Rancho Cordova Designated Employees
Recommendation: Adopt the Resolution.

ITEM 11.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 7, 2020

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

ACTION: Motion to approve item 16.2. by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 16.3. **Subject:** 2020 Legislative Update: Top California Laws of Concern to the Rancho Cordova City Council

Recommendation: Receive presentation.

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

ACTION: Input was received regarding the 2020 Legislative Update: Top California Laws of Concern to the Rancho Cordova City Council with the request that a resolution be brought back to the December 21, 2020 council meeting regarding campaign contribution limits.

- 16.4. **Subject:** A Resolution Approving the 2021 Rancho Cordova City Council Meeting Schedule.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 16.4. by Terry second by Pulipati;
Motion passed with a 5:0 vote.

- 16.5. **Subject:** Selection of 2021 Mayor and Vice Mayor.

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

ACTION: Motion to select Garrett Gatewood as Mayor and Donald Terry as Vice Mayor for the year 2021 by Sander second by Pulipati;
Motion passed with a 5:0 vote.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion Regarding Homelessness in the City.

18. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of Pearl Harbor Day, Chuck Yeager, and Laurie McBride at 10:02 p.m.

Stacy Leitner, CMC
City Clerk

ITEM 11.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

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

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

Tuesday, December 15, 2020

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

MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:34 p.m.

Council Members Present: Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor Sander

Council Members Absent: Linda Budge

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING

- 3.1. Subject:** Folsom Lake College - Rancho Cordova Center Phase 2 Presentation

ITEM 11.1.

Rancho Cordova City Council - MINUTES
Meeting of Tuesday, December 15, 2020

Recommendation: Receive presentation.

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

ACTION: Input was received regarding the Folsom Lake College - Rancho Cordova Center Phase 2 Presentation.

3.2. **Subject:** Civic Center Preliminary Development Alternatives Discussion

Recommendation: Receive presentation and provide feedback and direction.

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

1. Derald Langwell
2. Tera Kolvenbach

Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Civic Center Preliminary Development Alternatives Discussion.

4. **ADJOURNMENT**

Mayor Sander adjourned the meeting at 7:30 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.2.

DATE: December 21, 2020

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT -RELATED SERVICES SPECIAL TAX AREA ZONE 26 FOR THE WHITE ROCK CENTER PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 26 establishing a special tax for transit services for the White Rock Center Project.

BACKGROUND

On October 5, 2020, the City Council approved a Resolution, which created the Rancho Cordova Transit-Related Services Special Tax Area Zone 26 and announced the City's intention to impose a Transit-Related Services Tax on the White Rock Center Project.

For the transit-related services special tax to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 26 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2021.

Pending Elections

In accordance with this above-described process, the City recently adopted a Resolution, creating Special Tax Area Zone 26 and an Ordinance, that established the special tax for transit-related services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of the White Rock Center Project following approval of the Ordinance.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Certified Ballot Results
3. Ballot

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE ELECTION FOR
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 26 FOR
THE WHITE ROCK CENTER PROJECT**

WHEREAS, on October 5, 2020, the City adopted Resolution No. 109-2020, creating Special Tax Area Zone 26 within the Transit-Related Services Special Tax Area. Pursuant to the Resolution the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 26 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on November 19, 2020 the City adopted Ordinance No. 16-2020, which established a special tax for transit-related services in Zone 26, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 16-2020 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2021; and

WHEREAS, a ballot was sent to the landowner of Zone 26 White Rock Center Project), which asked them a single question in the form of: "Shall Ordinance No. 16-2020 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 26 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owner of the real property subject to the Transit-Related Services Special Tax Area Zone 26 has voted on the issue of whether to approve Ordinance No. 16-2020 and the City now wishes to declare the results of this transit-related services tax election for Zone 26.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the transit-related services special tax ballot and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 16-2020 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 26 that encompasses the landowner's property, in order to maintain the

ITEM 11.2.

ATTACHMENT 1

present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone 26: 1 “yes”; 0 “no”.

3. In accordance with Ordinance No. 16-2020, the transit-related services special tax for Zone 26 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 26
IN THE CITY OF RANCHO CORDOVA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election of the Transit-Related Services Special Tax Area Zone 26, on the day for the return of mailed ballot, December 1, 2020. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

**Name & Address
of Property Owner**

SFC Leasing, L.P.
3430 Luyung Drive
Rancho Cordova, CA 95742-6871

**Assessor's
Parcel Numbers**

072-0450-095

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 26
WHITE ROCK CENTER PROJECT,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 16-2020 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 26 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

YES X NO _____

Date: 11/17, 2020

SFC Leasing, L.P.
a California limited partnership

X 
By: Charles A. Urata, General Partner

MEMORANDUM



ITEM 11.3.

DATE: December 21, 2020

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director
Megan Siren, Senior Management Analyst

SUBJECT: **RESOLUTION AUTHORIZING AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX AND AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS**

RECOMMENDATION

Adopt the Resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of a local transactions and use tax; and the Resolution authorizing the examination of the sales, use and transactions tax records for the City.

RESULT OF RECOMMENDED ACTION

Adoption of these resolutions will allow for submission of the agreements to CDTFA to implement and collect the Measure R Local Relief and Recovery Measure approved by the voters and allow examination of confidential sales, use and transactions tax records of the City.

BACKGROUND

On November 3, 2020, the Rancho Cordova voters approved Measure R and the election was certified on December 7, 2020 by the Rancho Cordova City Council. In order for California Department of Tax and Fee Administration (CDTFA) to administer and collect the new tax, it is necessary for the City to complete several administrative steps, including entering into agreements with the CDTFA. Execution of those agreements and other documents will allow CDTFA to administer and collect the new tax. The CDTFA is the state agency responsible for overseeing the collection and reporting of all sales taxes throughout the state. In its role as administrator, CDTFA collects sales taxes from retailers throughout the state and remits these revenues to cities, counties, and special districts, as applicable.

FISCAL IMPACT AND FUNDING SOURCE

The Rancho Cordova Relief and Recovery Measure - Measure R is expected to generate approximately \$8,000,000 annually.

The preparatory agreement with CDTFA requires the City to pay the costs for CDTFA preparatory work necessary to administer the City's sales tax. Those include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the CDTFA's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a sales tax ordinance. The preparatory agreement limits those costs to a not-to-exceed \$175,000.

The administration agreement requires the City to pay the ongoing costs for CDTFA to administer the City's sales tax. Such amounts are set by law using the calculation method described in the Revenue & Taxation Code section 7273 and will be deducted from the taxes collected by CDTFA for the City.

ATTACHMENT(S)

1. Agreements Resolution
2. Exhibit A to the Resolution - City Preparatory Agreement
3. Exhibit B to the Resolution - City Administration Agreement
4. Examination Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA
DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A
LOCAL TRANSACTIONS AND USE TAX**

WHEREAS, on November 16, 2020 the City Council approved Ordinance No. 18-2020 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement and to make such minor revisions as the Department may request.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Rancho Cordova, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

ITEM 11.3.

**ATTACHMENT 2
Exhibit A to the Resolution**

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Rancho Cordova
Kim Juran, Administrative Services Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF RANCHO CORDOVA

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Cyrus Abhar
(Typed Name)

City Manager
(Title)

Exhibit B to the Resolution
AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Rancho Cordova has adopted, and the voters of the City of Rancho Cordova (hereafter called "City" or "District") have approved by the required majority vote, the City of Rancho Cordova Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 18-2020, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III
ALLOCATION OF TAX**

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

ITEM 11.3.

ATTACHMENT 3 Exhibit B to the Resolution

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

ITEM 11.3.

**ATTACHMENT 3
Exhibit B to the Resolution**

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Rancho Cordova
Kim Juran, Administrative Services Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

ITEM 11.3.

**ATTACHMENT 3
Exhibit B to the Resolution**

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF RANCHO CORDOVA

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Cyrus Abhar
(Typed Name)

City Manager
(Title)

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX
RECORDS**

WHEREAS, pursuant to Ordinance 03-2003, the City of Rancho Cordova entered into a contract with the State Board of Equalization now the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Rancho Cordova deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the California Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the CDTFA for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the CDTFA.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration (hereafter referred to as CDTFA), is hereby appointed to represent the City of Rancho Cordova with authority to examine sales, use and transactions tax records of the CDTFA pertaining to sales, use and transactions taxes collected for the City by the CDTFA pursuant to the contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the CDTFA pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the CDTFA, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the CDTFA, for purposes related to the following governmental functions of the City:

- (a) Revenue management and budgeting
- (b) Community and economic development
- (c) Business license tax administration

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the CDTFA pertaining to sales, use and transactions taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the CDTFA pursuant to the contract between the City and the CDTFA and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City of Rancho Cordova's transactions and use taxes by the CDTFA pursuant to the contracts between the District and Board.

Section 4. That this resolution supersedes all prior transactions and use tax resolutions of the City of Rancho Cordova adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

ITEM 11.3.

ATTACHMENT 4

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.4.

DATE: December 21, 2020
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
Trevor Taniguchi, Deputy City Attorney
SUBJECT: **SECOND READING OF AN ORDINANCE DECRIMINALIZING MINOR PURCHASE OF TOBACCO**

RECOMMENDATION

Waive second reading and adopt Ordinance.

RESULT OF RECOMMENDED ACTION

Upon adoption, the Ordinance will decriminalize minor purchase of tobacco and tobacco products within the City.

BACKGROUND

This item is based upon several previous discussions of the Council pertaining to tobacco sales and use within the City. At the direction of Council, staff prepared this Ordinance which removes Section 6.86.110 "Purchase of tobacco products by minors" from the Rancho Cordova Municipal Code.

ANALYSIS

In 2016, Governor Brown signed into law SBX2 7 (Hernandez), which increased the minimum legal age to purchase or consume tobacco and tobacco products to 21 years of age, exempting active duty military members 18 years of age and older. Additionally, the law removed criminal penalties for those under 21 years of age that are found to be in possession of tobacco and tobacco products.

The City's current Municipal Code provisions regarding tobacco youth purchase were carried over from the Sacramento County Code when the City incorporated in 2003. Currently Rancho Cordova Municipal Code section 6.86.110 states that, "It shall be unlawful and an infraction for any minor under the age of 18 years to purchase a tobacco product within the city of Rancho Cordova."

Given that state law has decriminalized minor possession of tobacco, and after significant discussion with members of the community, the Council decided to direct staff to decriminalize minor purchase of tobacco within the City. This direction was given with the understanding that the City would continue to utilize a variety of measures to combat the sale and use of tobacco and tobacco products to minors.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact from this Ordinance.

ATTACHMENT(S)

1. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL ELIMINATING
SECTION 6.86.110 FROM THE RANCHO CORDOVA MUNICIPAL CODE
REGARDING THE PURCHASE OF TOBACCO BY MINORS**

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

Section 1. Findings. This Ordinance is adopted pursuant to the following findings:

1. In 2016, the State of California enacted legislation which raised the minimum legal age to purchase and consume tobacco products to 21 years of age, except for active duty military members 18 years of age or older.
2. Additionally, the legislation deleted penalty provisions for those under the age of 21 found in possession of tobacco products.
3. The City believes state restrictions regarding the purchase and possession of tobacco products by minors sufficiently addresses the needs of the City. The City reaffirms its commitment to continue to take various proactive measures to prevent the sale and consumption of tobacco and tobacco products by minors.

Section 2. Amendment of Code. Section 6.86.110 "Purchase of tobacco products by minors prohibited" of the Rancho Cordova Municipal Code is hereby deleted and removed in its entirety.

Section 3. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 4. Severability. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date. Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.5.

DATE: December 21, 2020

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Byron Tang, Senior Civil Engineer

SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING SECTIONS 10.50.010 AND 10.50.020 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH RADAR ENFORCEABLE SPEED LIMITS ON THE ROADS LISTED IN THE ORDINANCE**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the ordinance.

BACKGROUND

On December 7, 2020, the City Council waived the first reading and passed to a second reading of the Ordinance.

State law establishes the process for setting speed limits for roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CAMUTCD) contain guidelines and processes to make speed limits radar enforceable by law enforcement agencies. Certain roadways are assigned speed limits by default in CVC, including 15 MPH in alleys, 25 MPH in residential and business districts, and 55 MPH on two-lane highways. These speed limits do not require additional analysis to be radar enforceable because they are established in the CVC.

To establish radar enforceable speed limits other than the default speed limits in the CVC, local jurisdictions must conduct and approve Engineering and Traffic Surveys (ETS) every five years. An ETS establishes speed limits on specific roadways based upon two factors, including 1) the measured 85th percentile speed (that speed at which 85% of the traffic is traveling at or below), and 2) whether or not conditions are readily apparent to motorists.

In the interest of public safety and to comply with the requirements of the CVC, staff has completed ETS to determine the appropriate speed limits for specific roads nearing the end of the five-year cycle. A summary of the speed surveys is shown in Attachment 2. This update will not change any existing speed limit. The boundary limits for Rancho Cordova Parkway will be extended to the new intersection at Douglas Road corresponding with recent roadway expansion.

FISCAL IMPACT AND FUNDING SOURCE

Ordinance has no impact on the General Fund.

ATTACHMENT(S)

1. Ordinance
2. List of Streets Surveyed

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING SECTIONS 10.50.010 AND 10.50.020 OF CHAPTER 10.50 OF TITLE 10 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING REDUCED SPEED LIMITS ON SPECIFIC STREETS

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

Section 1. Purpose and Declarations.

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, an engineering and traffic survey ("Survey") was conducted by the City; and

WHEREAS, the Survey established speed limits for certain City streets, as set forth in Section 3; and

WHEREAS, the City Council has determined that the speed limits set forth in the Survey are most appropriate to facilitate the orderly movement of traffic within the City and are reasonable and safe; and

WHEREAS, this ordinance would modify Rancho Cordova Municipal Code section 10.50.010 and 10.50.020 by establishing speed limits for certain City streets, based upon the results of the Survey.

Section 2. Amendment of Code. Section 10.50.010 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

10.50.010 Determination and declaration of prima facie speed limits.

The City Council approves and adopts the engineering and traffic surveys dated November 9, 2020, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

Section 3. Amendment of Code. Section 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

10.50.020 Prima Facie Speed Limits Declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies.

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and eastern terminus of street, 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 55 mph,
2. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Mather Boulevard and International Drive, 40 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph,

N. Folsom Boulevard:

1. Between Horn Road and Routier Road, 45 mph,
2. Between Routier Road and Cordova Lane, 40 mph,
3. Between Cordova Lane and Sunrise Boulevard, 45 mph,
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 35 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph,
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

T. International Drive:

1. Between Mather Field Road and Sunrise Boulevard, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph,
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and Draco Drive, 35 mph,
2. Between Draco Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;

AA. Mills Park Drive:

ITEM 11.5.

ATTACHMENT 1

1. Between Routier Road and Mather Field Road, 35 mph,
2. Between Mather Field Road and White Rock Road, 25 mph;

BB. Mills Station Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph,
2. Between Mather Field Road and White Rock Road, 25 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Systems Parkway and Rockingham Drive, 45 mph;

EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph,
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

FF. Paseo Drive:

1. Between Folsom Boulevard and Las Casas Way, 25 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 30 mph;

HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph,
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph,
2. Between Mather Field Road and Old Placerville Road, 35 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Kiefer Boulevard and Herodian Drive, 50 mph,
2. Between Herodian Drive and White Rock Road, 45 mph,
3. Between White Rock Road and Folsom Boulevard, 45 mph,
4. Between Folsom Boulevard and Coloma Road, 45 mph,
5. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Rd and Old Placerville Rd, 35 mph;

SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 30 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Mills Park Drive, 25 mph,
2. Between S. White Rock Road and Zinfandel Drive, 40 mph,
3. Between Zinfandel Drive and Sunrise Boulevard, 45 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 30 mph,
2. Between Folsom Boulevard and White Rock Road, 35 mph,
3. Between White Rock Road and International Drive, 40 mph,
4. Between International Drive and city limits, 45 mph.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in

ITEM 11.5.

ATTACHMENT 1

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

Location	From - to	Existing Speed (MPH)	Recommended Speed Limit
Business Park Dr	Horn Rd to Bradshaw Rd	35	35
Chase Dr	Coloma Rd to Hagan Park	25	25
Data Dr	International Dr to White Rock Rd	35	35
Douglas Rd	Sunrise Blvd to Rancho Cordova Pkwy	55	55
Fitzgerald Rd	White Rock Rd to Recycle Rd	35	35
Gold Canal Dr	Sun Center Dr to White Rock Rd	35	35
Horn Rd	Folsom Blvd to Routier Rd	35	35
Luyung Dr	White Rock Rd to Mechanical Dr	35	35
Olson Dr	Zinfandel Dr to Folsom Blvd	35	35
Prospect Park Dr	White Rock Rd to Baroque Dr	35	35
Rancho Cordova Pkwy	Kiefer Blvd to Douglas Rd	45	45
Reserve Dr	Data Dr to International Dr	35	35
Routier Rd	Old Placerville Rd to Folsom Blvd	40	40
Sun Center Dr	Propsect Park Dr to Sunrise Blvd	35	35
Zinfandel Dr	International Dr to city limit	45	45

MEMORANDUM

ITEM 12.1.

DATE: December 21, 2020
TO: Honorable Mayor and Council Members
FROM: June Cowles, Senior Planner
SUBJECT: SF SUPERMARKET MAJOR DESIGN REVIEW PROJECT DD9995



PROPERTY OWNER: Sunrise 82017 LLC 1635 S San Gabriel Boulevard San Gabriel, CA 91776	APPLICANT/DEVELOPER: Bobby Phan 6935 65 th Street, #123 Sacramento, CA 95828
PROJECT:	Applicant is requesting a Major Design Review for exterior renovations and a 2,338 square foot addition to the existing building located at 2738 Sunrise Boulevard.
FILE:	DD9995
LOCATION:	2738 Sunrise Boulevard
ZONING:	Commercial Mixed Use (CMU) within Convention Overlay District
GENERAL PLAN:	Sunrise Boulevard South Planning Area CMU
APN:	072-0223-012-0000
PLANNER:	June Cowles, Senior Planner

RECOMMENDATION:

Find the project is exempt under CEQA Exemption 15301 Existing Facilities; and adopt the Resolution for SF Supermarket Major Design Review.

RESULT OF RECOMMENDED ACTION

Adoption of the above referenced resolution would approve the Major Design Review for SF Supermarket. Approval would allow the applicant to pursue necessary building permits for renovations and new construction.

BACKGROUND / EXISTING CONDITIONS

The project site is located at 2738 Sunrise Boulevard. **Figure 1: Project Site Location.** The existing 114,557 square foot building was built in 1996 and was occupied by large warehouse retail businesses until 2007. Since 2007, the building has remained vacant. **Figure 2: Existing Conditions.** The site includes the existing building, 695 parking spaces, landscaping, and lighting.

Figure 1: Project Site Location

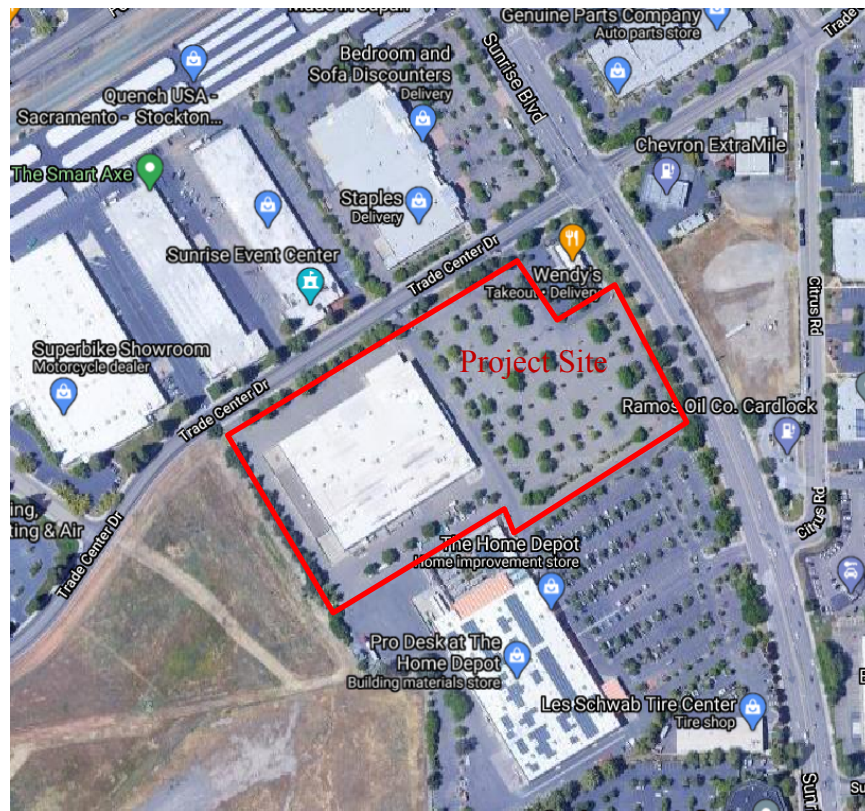


Figure 2: Existing Conditions: Aerial



Existing Conditions: Front Elevation, Sunrise Blvd



Existing Conditions: Side Elevation, Trade Center Drive



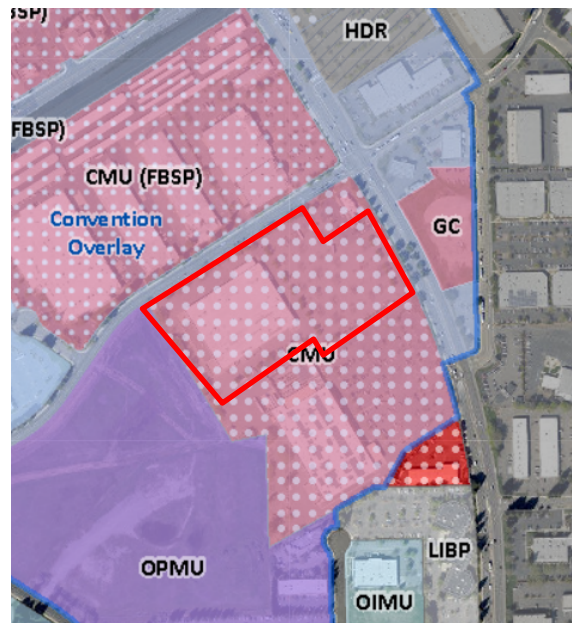
Surrounding Land Use:

The following Table provides the current use, General Plan/Community Plan, and zoning (**Table 1: Surrounding Designations and Existing Uses and Figure 3: Zoning Map**)

Table 1: Surrounding Designations and Existing Uses:

	Existing Land Use	General Plan	Zoning
Subject Property	Warehouse Retail Use	Commercial Mixed Use Sunrise Boulevard South Planning Area	CMU, Convention Overlay District
North	Warehouse and Retail Use	Commercial Mixed Use Folsom Boulevard Specific Plan	CMU, Folsom Boulevard Specific Plan, Convention Overlay District
East	Drive Thru Restaurant, Service Station, and undeveloped parcel	Commercial Mixed Use Sunrise Boulevard South Planning Area	CMU, M-1, and GC, Convention Overlay District
South	Home Depot Home Improvement Use	Commercial Mixed Use Sunrise Boulevard South Planning Area	CMU, Convention Overlay District
West	Undeveloped parcels	Office Mixed Use	OPMU, Convention Overlay District

Figure 3: Zoning Map



PROPOSED PROJECT:

The applicant is requesting a Major Design Review for the SF Supermarket that includes an exterior renovation and a 2,338 square foot warehouse addition to the rear elevation. **Figure 4: Proposed Project Site Plan and Floorplan. Figure 5: Proposed Exterior Elevations.** The exterior renovation includes the following:

- New exterior façade that includes individual tenant space entrances and windows.
- New roof line with architectural entrance and building corners.
- New covered sidewalks adjacent to the building.
- New trellis and metal awnings
- New materials to include stacked stone wainscot and stone accent tile.
- New paint color different tones of brown and accent color, warm orange
- 2,338 square foot addition to the rear existing building. (outlined in blue in Figure 4 and 5)

Figure 4: Proposed Project Site Plan

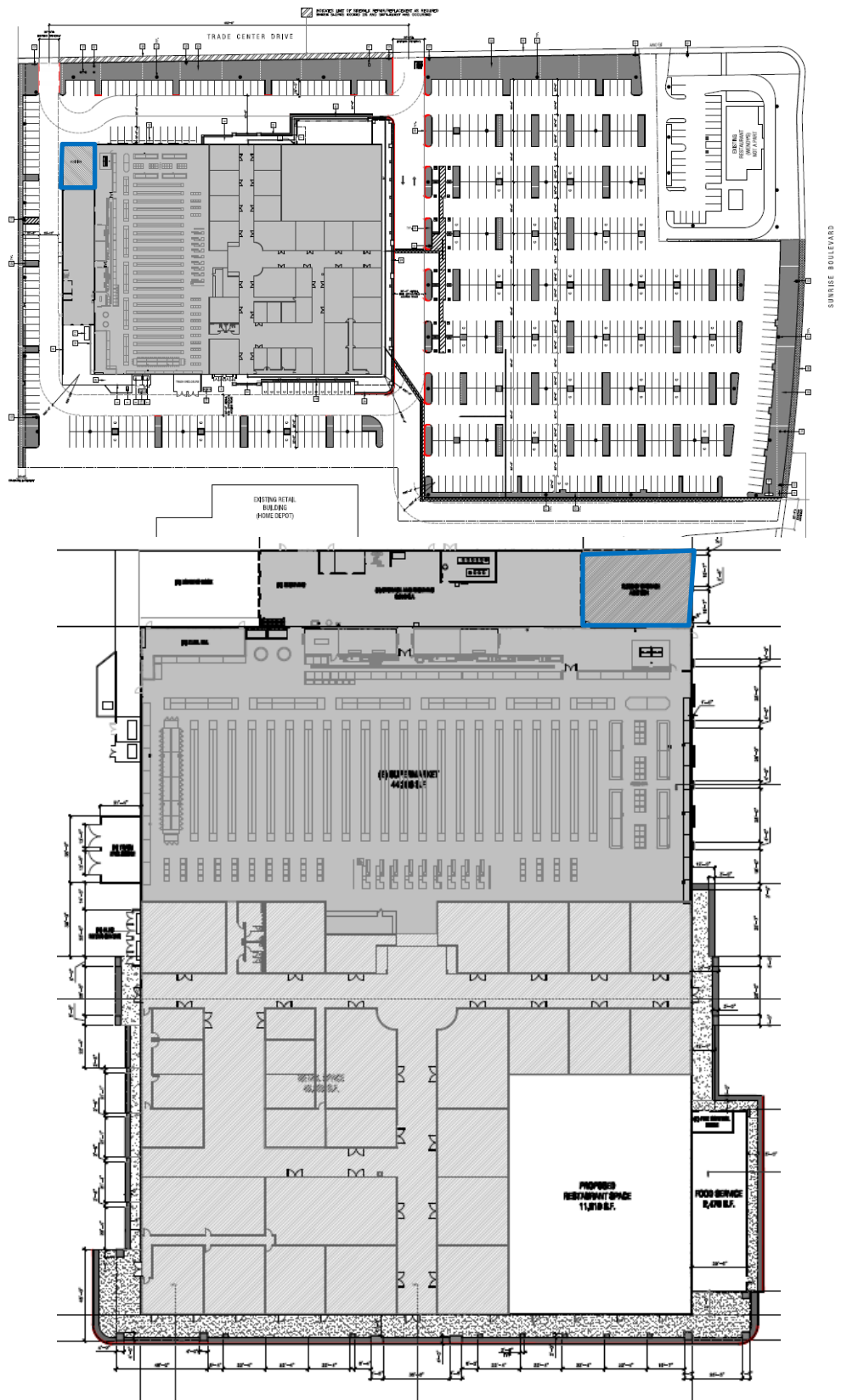
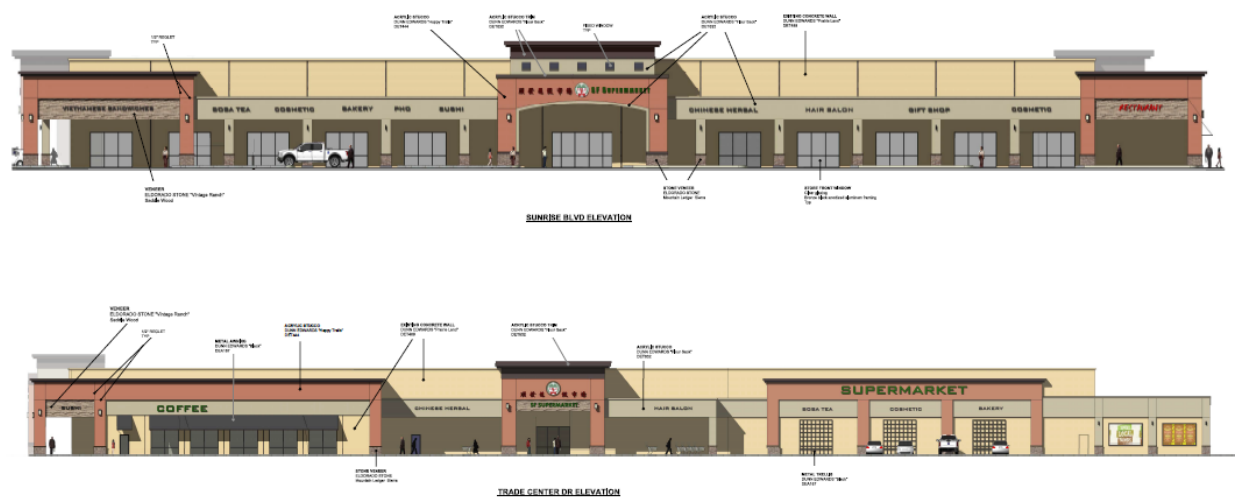


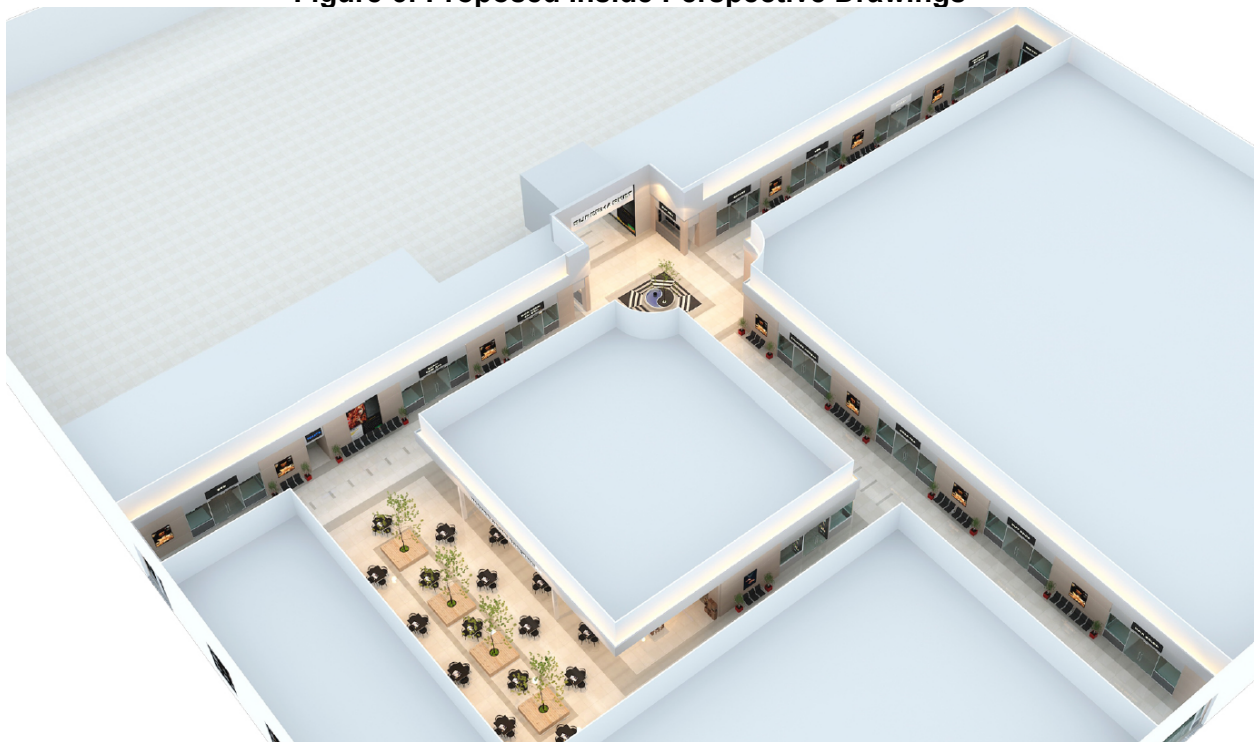
Figure 5: Proposed Exterior Elevations





In addition, the applicant will be conducting an interior renovation to create an inside mall within the existing building space. As shown in the site plan, the floor plan shows that half of the square footage is dedicated to the SF Supermarket and the other half to several separate tenant spaces. The interior renovation of the building is not part of the Major Design Review as it is interior modifications. **Figure 6: Proposed Inside Perspective Drawings.** However, staff included the proposed plan on how the space inside the building would be utilized which also provides some exterior entrances/exits along the building façade.

Figure 6: Proposed Inside Perspective Drawings





ANALYSIS:

GENERAL PLAN CONSISTENCY:

The project site General Plan designation is the Sunrise Boulevard South Planning Area Commercial Mixed Use (CMU). The zoning district, CMU within the Convention Overlay District and the retail use are both consistent with the General Plan designation.

ZONING ORDINANCE:

The project site is located within the Commercial Mixed Use (CMU) zoning district and within the Convention Overlay District. The CMU zoning district is intended for vibrant commercial and mixed-use development. The proposed project is consistent with the CMU zoning district standards.

MAJOR DESIGN REVIEW:

The proposed project includes an exterior renovation and a 2,338 square foot addition to the rear elevation. As stated earlier the existing site was built in 1996 and was occupied by a warehouse retail use that includes long blank walls and a blue exterior color. The proposed elevations will transform the existing building façade by including the following:

- A new varied roof line that provides visual interest. The entrance and building corners are architecturally emphasized.
- A covered sidewalk for individual tenant entrances and windows along the building break-up the existing long and blank walls.
- New materials and new color palette in brown tones with accent warm orange color.
- New trellises and metal awnings provided additional architectural accents.

Existing and proposed elevation pictures are provided below. **Figure 8: Existing Building Elevations to Proposed Building Elevations.**



Landscape Design

The applicant plans on assessing the existing trees as they may require pruning. A condition of approval is included that states the applicant will be required to obtain a tree permit.

City Design Guidelines

The proposed revised elevations offer a clear architecture style with unique designs. The proposed project is consistent with the City Design Guidelines as stated below;

- The design is visually interesting with a varied roofline, covered sidewalk, several tenant entrances with windows along the building entrance facade.
- The mass, scale, and form of the covered sidewalk and several tenant entrances provide a human scale along the building.
- The use of awnings and trellises add distinction to the façade of the structure.
- The emphasized main entrance and corners of the building provide a strong architectural definition to attract pedestrians.

DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review, subject to the Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.070. Findings and supportive evidence are shown below:

- A. **Finding:** The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the project site is within the Sunrise Boulevard South Planning Area as Commercial Mixed Use (CMU). The zoning district is Commercial Mixed Use with the Convention Overlay District. Therefore, the zoning district and proposed use of retail is consistent with the General Plan designation. The proposed project is consistent with the applicable CMU zoning district standards and Rancho Cordova Design Guidelines including height regulations and architectural detail requirements.

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

Evidence: The proposed elevations will transform the existing building façade by including the following: A new varied roof line that provides visual interest. The entrance and building corners are architecturally emphasized. A covered sidewalk for individual tenant entrances and windows along the building façade to break-up the existing long and blank walls. New materials and new color palette in brown tones with accent warm orange color. New trellises and metal awnings provide additional architectural accents.

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

Evidence: The proposed architecture is consistent with the City Design Guidelines. The design is visually interesting with a varied roofline, covered sidewalk, several tenant entrances with windows along the building. The mass, scale, and form of the covered sidewalk and several tenant entrances provide a human scale along the building. The use

of awnings and trellises add distinction to the façade of the structure. The emphasized main entrance and corners of the building provided a strong architectural definition to attract pedestrians.

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

Evidence: The existing site includes existing driveways and a parking lot. The applicant does not plan to revise any of the existing site features. This Design Review approval will not impede any of the approved transportation modes. Bicycle racks will be provided per the Zoning Ordinance requirements.

ENVIRONMENTAL

The proposed project includes a renovation and a 2,338 square foot addition to the existing building. The addition of 2,338 square feet at the rear of the building is below the threshold for minor additions and therefore is categorized for the Exempt per Section 15301 Existing Facilities, of the California Environmental Quality Act.

FISCAL IMPACT ANALYSIS

Approval of the SF Supermarket Major Design Review would allow for the renovation and a 2,338 square foot addition to the existing building at 2738 Sunrise Boulevard. The renovation includes a SF Supermarket and additional individual tenant space for potential businesses. The City anticipates that this project will provide additional revenues from temporary construction jobs, and permanent employment.

RECOMMENDED MOTION

Staff recommends that the City Council take the following action:

- Find that the project is Exempt per Section 15301 Existing Facilities, of the California Environmental Quality Act.
- Approve the Resolution for SF Supermarket Major Design Review

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

CITY COUNCIL RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL

APPROVING A MAJOR DESIGN REVIEW FOR SF SUPERMARKET NO. DD9995

WHEREAS, Sunrise 82017 LLC (hereinafter referred to as Applicant), filed an application with the City of Rancho Cordova for a Major Design Review approval for SF Supermarket that includes exterior renovations and a 2,338 square foot addition to the existing building located at 2738 Sunrise Boulevard; and

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. The CEQA exemption found in California Code of Regulation Title 14, section 15301, Existing Facilities is an adequate exemption according to the Guidelines of the California Environmental Quality Act.

- A. **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act Guidelines Section 15301, "Existing Facilities."

Evidence: The proposed project includes a renovation and a 2,338 square foot addition to the existing building. The addition of 2,338 square feet at the rear of the building is below the threshold for minor additions and therefore is categorized for the Exempt per Section 15301 Existing Facilities, of the California Environmental Quality Act.

2. To approve the Design Review, subject to the Major Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B); supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

- A. **Finding:** The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the project site is within the Sunrise Boulevard South Planning Area as Commercial Mixed Use (CMU). The zoning district is Commercial Mixed Use with the Convention Overlay District. Therefore, the zoning district and proposed use of retail is consistent with the General Plan designation. The proposed project is consistent with the applicable CMU zoning district standards and Rancho Cordova Design Guidelines including height regulations and architectural detail requirements.

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

Evidence: The proposed elevations will transform the existing building façade by including the following: A new varied roof line that provides visual interest. The entrance and building corners are architecturally emphasized. A covered sidewalk for individual tenant entrances and windows along the building façade to break-up the existing long and blank walls. New materials and new color palette in brown tones with accent warm orange color. New trellises and metal awnings provide additional architectural accents.

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

Evidence: The proposed architecture is consistent with the City Design Guidelines. The design is visually interesting with a varied roofline, covered sidewalk, several tenant entrances with windows along the building. The mass, scale, and form of the covered sidewalk and several tenant entrances provide a human scale along the building. The use of awnings and trellises add distinction to the façade of the structure. The emphasized main entrance and corners of the building provided a strong architectural definition to attract pedestrians.

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

Evidence: The existing site includes existing driveways and a parking lot. The applicant does not plan to revise any of the existing site features. This Design Review approval will not impede any of the approved transportation modes. Bicycle racks will be provided per the Zoning Ordinance requirements.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garret Gatewood, Mayor

ITEM 12.1.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

PROJECT INFORMATION

SCOPE OF WORK

1. CONVERT OF PORTION AN EXISTING BIG BOX RETAIL BUILDING TO ACCOMMODATE AN COVERED MALL
2. FACADE IMPROVEMENT
3. 2,338 SF WAREHOUSE ADDITION TO THE BACK

BUILDING INFORMATION:

JURISDICTION: CITY OF RANCHO CORDOVA, CALIFORNIA

APN: 072-0223-012-0000

LAND: 493,099 sq ft / 11.32 acres

ZONE: CMU - COMMERCIAL MIXED USE

OCCUPANCY GROUP: M / A-2 / S1

TYPE OF CONSTRUCTION: II-B, SPRINKLERED

STORY: 1-STORY

HEIGHT: 28'-0"

EXISTING GROSS BUILDING AREA: 114,557 SF

PROPOSED ADDITION AREA: 2,338 SF

NEW GROSS BUILDING AREA: 116,895 SF

NEW PORTICO/VERANDA AREA: 7,265 SF

PARKING REQUIRED:

SUPERMARKET: 3.5 PARKING/1,000 SF = 3.5*44,357/1000 = 155

RETAIL: 3.6 PARKING/1,000 SF = 3.6*48,200/1000 = 174

RESTAURANT: 1 PARKING / 3 SEATS RESTAURANT = 600/3 = 200

TOTAL REQUIRED PARKING = 529 SPACES

PARKING PROVIDED:

REGULAR: 632 SPACES

COMPACT: 48 SPACE

ACCESSIBLE: 15 SPACES (7 VAN ACCESSIBLE)

TOTAL: 695 SPACES PROVIDED

CODE INFORMATION

2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA GREEN BUILDING STANDARDS
2019 CALIFORNIA TITLE 24 CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA GREEN BUILDING STANDARDS

CONTACT

OWNER:

SHUN FAT SUPERMARKET INC
CONTACT: BOBBY PHAN
421 North Atlantic Blvd
SACRAMENTO CA 95816
PHONE: 916-230-2437
bobby@panied.com

ENGINEER

VSAC DESIGN
CONTACT: HUAN VU P.E.
P.O. BOX 163686
SACRAMENTO CA 95816
PHONE: 916-752-2022
hvu@vsacdesign.com

DRAWING INDEX

No.	DESCRIPTION	Rev.
1	T-1 TITLE SHEET	
2	A-0 RENDERING	
3	A-1 SITE PLAN	
4	A-2 FLOOR PLAN	
5	A-3 ELEVATIONS	
6	A-4 SECTIONS	
7	A-5 COLOR ELEVATION / MATERIAL BOARD	
8	SIGN-1 MONUMENT SIGN	
9	SIGN-2 MONUMENT SIGN	
10	SIGN-3 MONUMENT SIGN	
11	SIGN-4 MONUMENT SIGN	

VICINITY MAP

SHUN FAT PLAZA
2738 SUNRISE BLVD
RANCHO CORDOVA CALIFORNIA

MAIN ENTRANCE (SUNRISE BLVD)

NORTH ENTRANCE (TRADE CENTER DR)

SOUTH ENTRANCE

VIEW FROM TRADE CENTER DR

VSAC DESIGN
PO Box 163686
Sacramento, CA 95816
Tel.: 916.752.2022

The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By
PLANNING REVIEW REV1 10/19/2020	

SF PLAZA

2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

Drawing

SITE PLAN

Proj. No.

Drawn HV

Date

Scale

Sheet

CAD file

A1.0

Sheef No.

Total Sheets

Page 62 of 127



VSAC DESIGN
PO Box 163686
Sacramento, CA 95816
Tel.: 916.752.2022

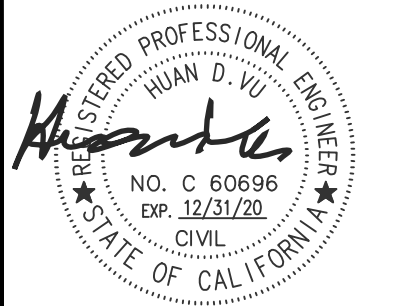
The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By



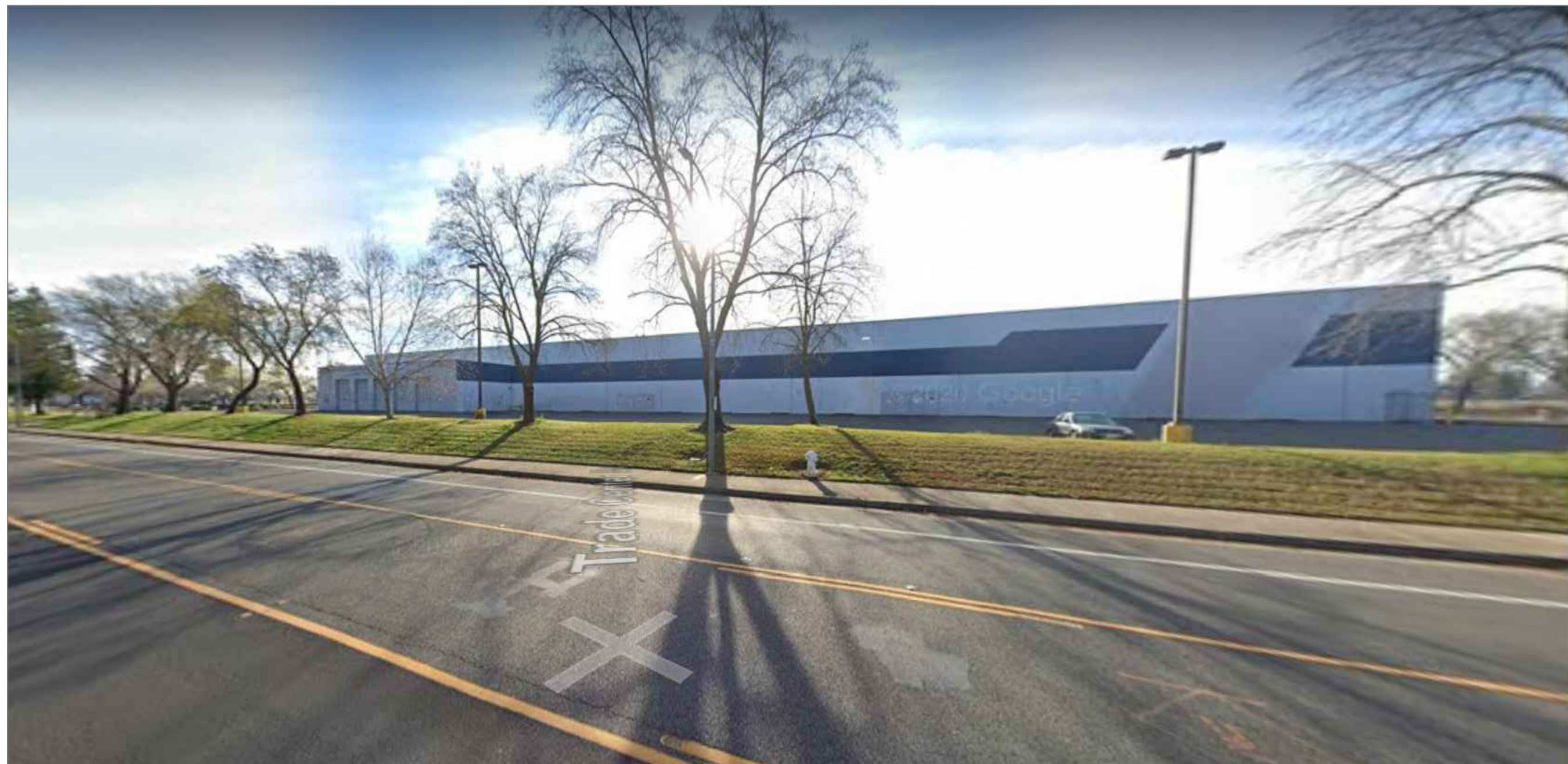
SF PLAZA
2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

Drawing
**MATERIAL BOARD
RENDERINGS**



Proj. No.	CAD file
Drawn HV	
Date	
Scale	
Sheet	A-5
Sheef No.	Total Sheets

EXISTING CONDITION



PROPOSED FACADE IMPROVEMENT



VIEW FROM HOME DEPOT



VIEW FROM TRADE CENTER DR



VIEW FROM TRADE CENTER DR



VSAC DESIGN
PO Box 163666
Sacramento, CA 95816
Tel.: 916.752.2022

The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By



SF PLAZA
2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

Drawing

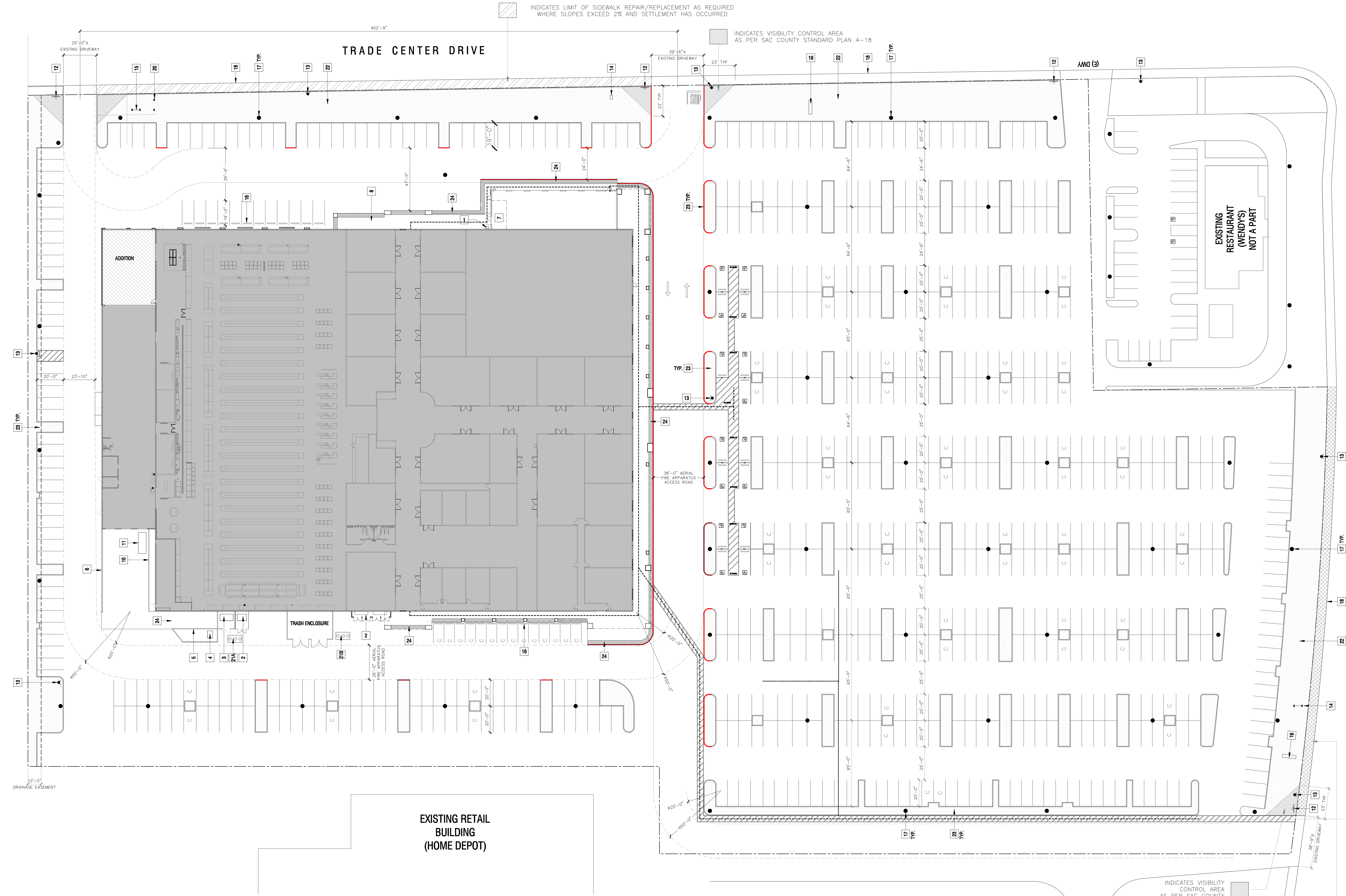
SITE PLAN



Proj. No.
Drawn HV
Date
Scale
Sheet

A1.0

Sheet No. Total Sheets



KEYNOTE LEGEND

- | | |
|---|--|
| 1 EXISTING GAS METER | 13 EXISTING FIRE HYDRANT |
| 2 EXISTING GENERATOR IN CHAIN LINK FENCE ENCLOSURE | 14 EXISTING BACKFLOW DEVICE |
| 3 EXISTING SMOKE RELIEF EQUIPMENT IN CHU ENCLOSURE | 15 EXISTING FIRE BACKFLOW AND PV |
| 4 EXISTING TRANSFORMER | 16 WHEEL STOP |
| 5 EXISTING PLANTER | 17 EXISTING PARKING LOT LIGHT POLE |
| 6 EXISTING GUARDRAIL | 18 EXISTING PUBLIC SIDEWALK |
| 7 EXISTING FIRE SPRINKLER ROOM | 19 EXISTING SIGN |
| 8 NEW CONCRETE WALKWAY | 20 EXISTING FIRE STANDPIPE |
| 9 EXISTING ENTRANCE CANOPY | 21A EXISTING GREASE INTERCEPTOR |
| 10 EXISTING WALKWAY AND GUARDRAIL | 21B NEW GREASE INTERCEPTOR |
| 11 TRASH COMPACTOR | 22 EXISTING LANDSCAPING |
| 12 EXISTING PARKING IDENTIFICATION SIGN TYP. AT EACH DRIVEWAY TO OFF-STREET PARKING (118-502.8) | 23 EXISTING PLANTER |
| | 24 NEW 3'-0" DEEP DETECTABLE WARNING SURFACE |
| | FIRE LANE CURB/PAVEMENT MARKING PAINTED RED & STEEL "NO PARKING FIRE LANE" IN 3 INCH WHITE LETTERS EVERY 25 FEET |

GENERAL SITE PLAN NOTES

- WORK LIMIT TO BUILDING AND PEDESTRIAN WALKWAYS ADJACENT TO BUILDING. ALL DRIVEWAY, PARKING, AND LANDSCAPE FEATURES ARE EXISTING.
- LANDSCAPE WORK IS LIMITED TO TRIMMING EXISTING TREES ON SITE.
- ALL FIRE APPARATUS ACCESS ROADS ARE EXISTING AND SHALL BE MAINTAINED TO SUPPORT THE IMPOSED LIVE LOAD OF 80,000 POUNDS, WITH A MAXIMUM AXLE LOAD OF 31,000 POUNDS, AND MEET PUBLIC WORKS STANDARDS FOR ROADWAYS.

SMUD NOTES

- SMUD HAS EXISTING UNDERGROUND 12 KV FACILITIES ALONG SUNRISE BOULEVARD AND TRADE CENTER, AND ON THE PROJECT SITE THAT WILL NEED TO REMAIN. THE APPLICANT SHALL BE RESPONSIBLE FOR MAINTAINING ALL CALIFORNIA AND STATE OF CALIFORNIA PUBLIC UTILITIES COMMISSION GENERAL ORDER NO. 128 SAFETY CLEARANCES DURING CONSTRUCTION AND UPON BUILDING COMPLETION. IF THE REQUIRED CLEARANCES CANNOT BE MAINTAINED, THE APPLICANT SHALL BE RESPONSIBLE FOR THE COST OF RELOCATION.
- THE APPLICANT SHALL NOT PLACE ANY BUILDING FOUNDATIONS WITHIN 5'-FEET OF ANY SMUD TRENCH TO MAINTAIN ADEQUATE TRENCH INTEGRITY. THE APPLICANT SHALL VERIFY SPECIFIC CLEARANCE REQUIREMENTS FOR OTHER UTILITIES (E.G., GAS, TELEPHONE, ETC.).

SACRAMENTO AREA SEWER DISTRICT NOTES

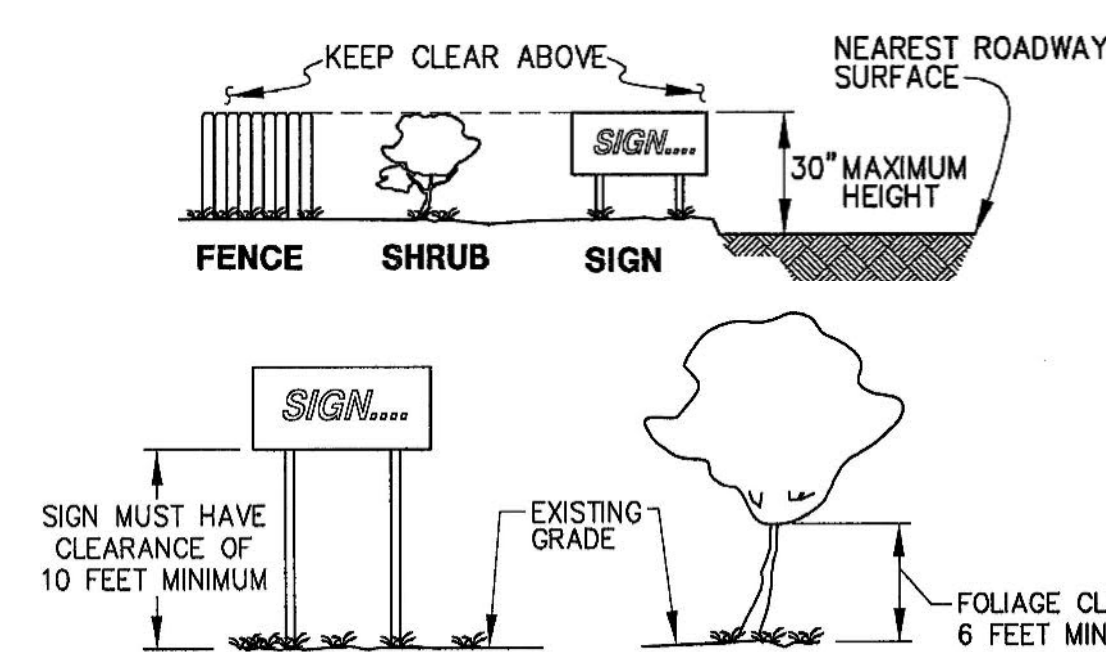
- REGIONAL SAN HAS THE 72-INCH BRADSHAW INTERCEPTOR (REGIONAL SAN OPERATING SYSTEM N38) AND ASSOCIATED EASEMENTS LOCATED WITHIN THE PROPOSED PROJECT'S BOUNDARIES.
- AN APPROVED ACCESS PERMIT (AP) WILL BE REQUIRED TO ACCESS ANY REGIONAL SAN FACILITIES.
- IMPROVEMENTS ARE NOT TO BE INSTALLED IN SUCH A MANNER THAT WILL IMPEDE VEHICULAR ACCESS BY REGIONAL SAN FOR MAINTENANCE ACTIVITIES.
- THE APPLICANT WILL PROVIDE REGIONAL SAN CONTINUOUS, UNIMPEDED ACCESS TO ITS FACILITIES AT ALL TIMES.
- ANY EXISTING REGIONAL SAN ACCESS ROAD OR TURNAROUNDS THAT ARE DAMAGED BY THE APPLICANT DURING CONSTRUCTION ARE TO BE REPLACED IN KIND BY THE CONTRACTOR.
- ANY PROPOSED UTILITY CROSSING OF A REGIONAL SAN INTERCEPTOR IS TO BE A MAXIMUM OF 45-DEGREES FROM THE LINE THAT IS PERPENDICULAR TO THE CENTERLINE OF THE INTERCEPTOR.
- ANY PROPOSED UTILITY CROSSING OF A REGIONAL SAN INTERCEPTOR WILL BE REQUIRED TO HAVE A MINIMUM VERTICAL CLEARANCE OF 5'-FEET.
- PARALLEL UTILITIES (WATER, DRAIN, ELECTRICAL, ETC.) WILL NOT BE PERMITTED WITHIN EXISTING REGIONAL SAN EASEMENTS.
- SEWER SERVICE LATERALS WILL NOT BE PERMITTED TO CONNECT DIRECTLY TO THE REGIONAL SAN INTERCEPTOR.
- ANY IMPROVEMENT OR PROPOSED USE, INCLUDING LANDSCAPING, THAT RESTRICTS REGIONAL SAN ACCESS TO ITS EXISTING EASEMENTS AND FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING ITS FACILITIES WILL NOT BE PERMITTED.
- PERMANENT STRUCTURES, WALLS, SIGNS AND FOOTINGS WILL NOT BE PERMITTED WITHIN THE EXISTING REGIONAL SAN EASEMENT AREA.
- CONSTRUCTION STAGING AND STOCKPILING WITHIN THE EXISTING REGIONAL SAN EASEMENT AREA WILL NOT BE PERMITTED. A NOTE TO THIS EFFECT WILL BE PLACED ON ANY PLANS ISSUED FOR CONSTRUCTION ACTIVITIES.
- DEEP ROOTED TREES, TREES WITH A MATURE GROWTH OF MORE THAN FIVE-FEET, OAK TREES, AND OTHER ENVIRONMENTALLY PROTECTED SPECIES WILL NOT BE PERMITTED WITHIN REGIONAL SAN'S EXISTING EASEMENTS.
- ANY PROPOSED LANDSCAPING OR TREE PLANTINGS ARE TO BE PLACED IN A MANNER AS SUCH THAT MATURE ROOTS WILL NOT INFILTRATE PIPE JOINTS, MANHOLES OR OTHER REGIONAL SAN STRUCTURES.
- ANY PROPOSED LANDSCAPING OR TREE PLANTINGS ARE TO BE PLACED IN A MANNER AS SUCH THAT MATURE ROOTS WILL NOT INFILTRATE MANHOLES OR OTHER REGIONAL SAN STRUCTURES. THE PLACEMENT OF A ROOT-BARRIER SYSTEM MAY BE REQUIRED.

1 SITE PLAN
SCALE: 1"= 25'

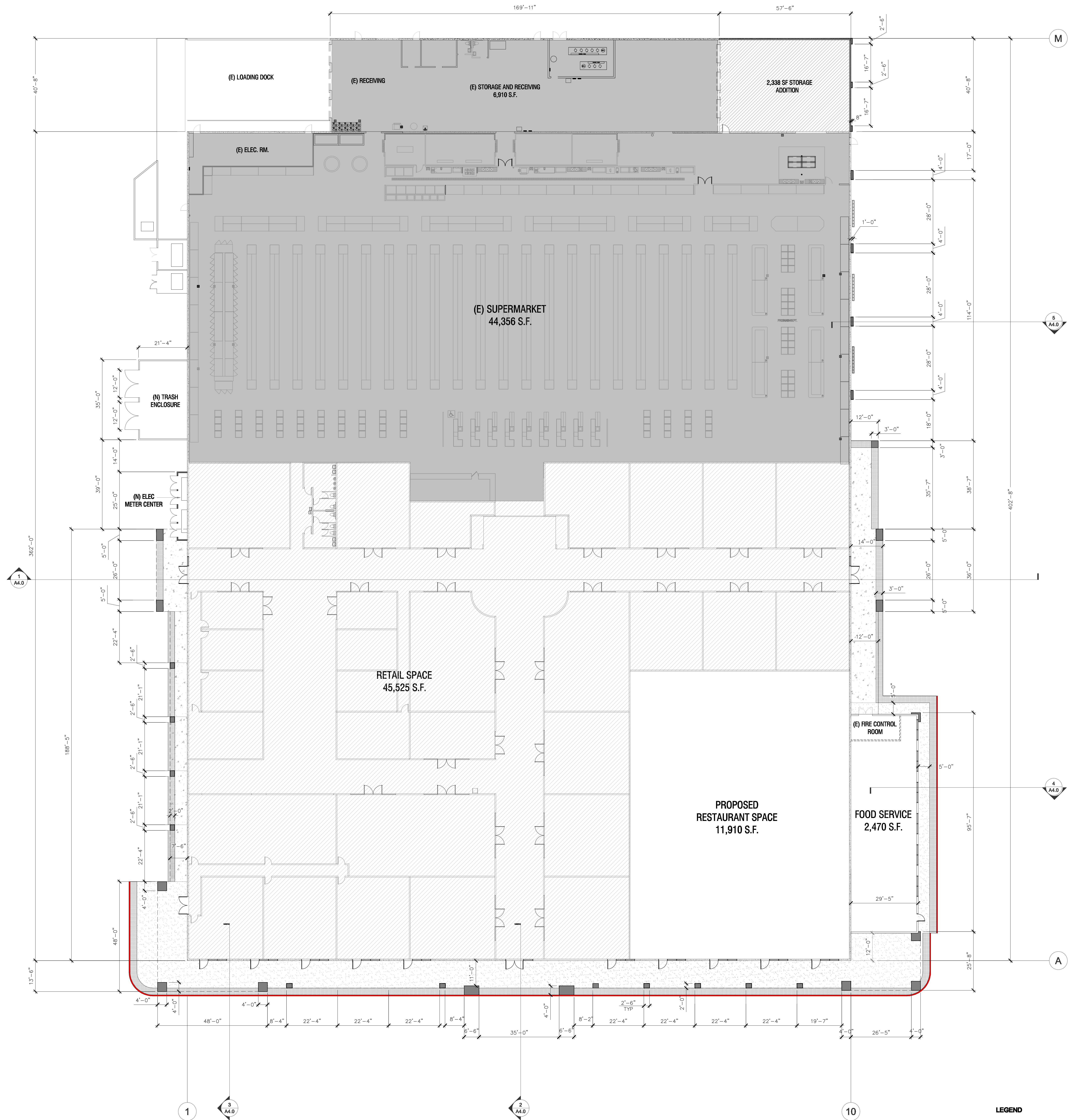
ACCESSIBLE ROUTE
WALK & SIDEWALK ALONG ACCESSIBLE ROUTE SHALL BE 48" WIDE MINIMUM AND THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48.

INDICATES VISIBILITY CONTROL AREA AS PER SAC COUNTY STANDARD PLAN 4-18

INDICATES LIMIT OF REPLACEMENT OF THE SIDEWALK, CURB AND GUTTER ALONG THE SUNRISE BLVD. FRONTAGE



CLEARANCE REQUIRED AT VISIBILITY CONTROL AREAS



1 FLOOR PLAN
SCALE: 1/16" = 1'-0"

- LEGEND**
- EXISTING CONCRETE WALKWAY
 - NEW CONCRETE WALKWAY
 - 3'-0" DEEP DETECTABLE WARNING SURFACE
 - FIRE LANE NO PARKING MARKING



VSAC DESIGN
PO Box 163686
Sacramento, CA 95816
Tel.: 916.752.2022

The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By



SF PLAZA
2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

Drawing
FLOOR PLAN



Proj. No.	
Drawn HV	
Date	
Scale	CAD file
Sheet	

A2.0
Sheet No. Total Sheets



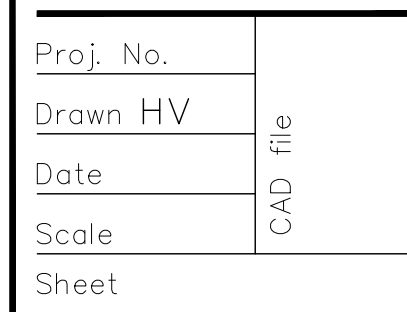
The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.

Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.

© VSAC Design

Drawing

ELEVATIONS



A3.0

Sheet No.	Total Sheet
-----------	-------------



2 LEFT ELEVATION (NORTH)

3 RIGHT ELEVATION (SOUTH)

4 REAR ELEVATION (EAST)

SCALE: $3/32" = 1'-0"$



VSAC DESIGN
PO Box 163686
Sacramento, CA 95816
Tel: 916.752.2022

The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By



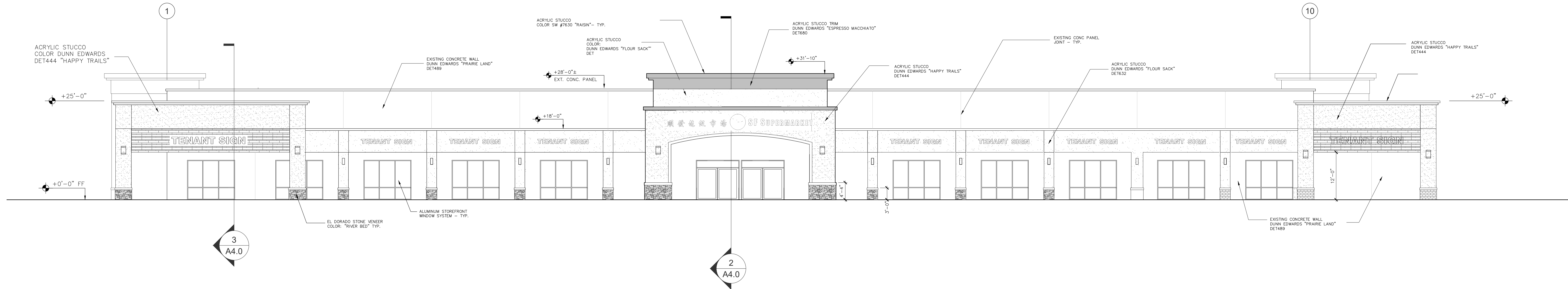
SF PLAZA
2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

Drawing

ELEVATIONS

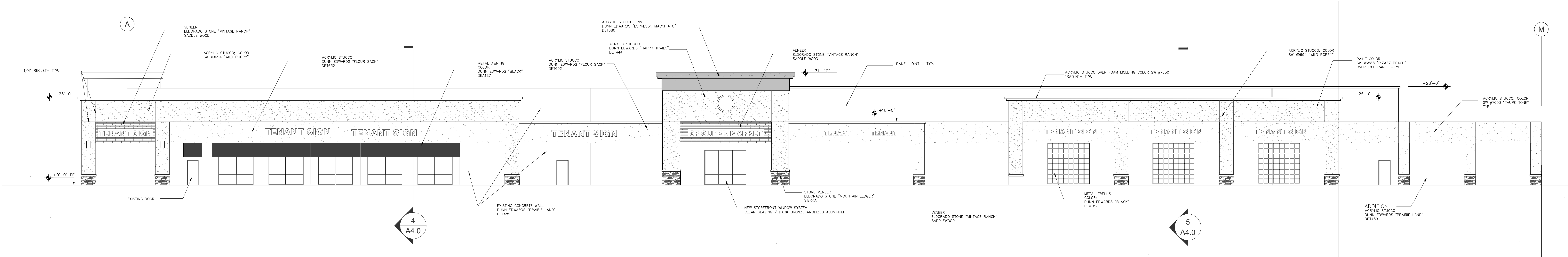


Proj. No.	Drawn HV	File
Date		CAD
Scale		
Sheet	A3.0	
Sheet No.	Total Sheets	



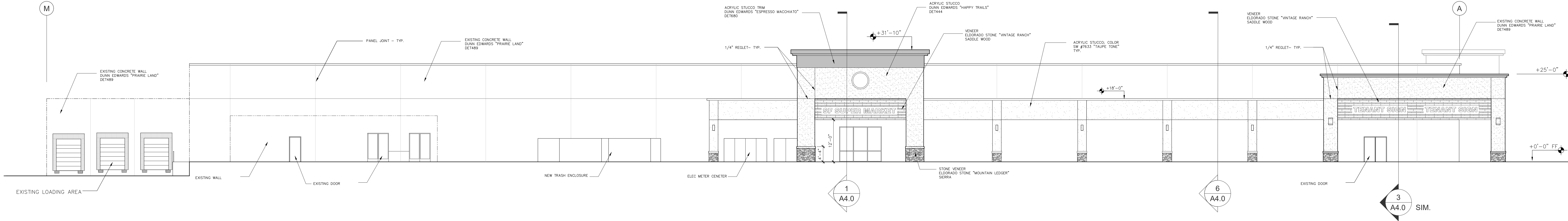
1 FRONT ELEVATION (EAST)

SCALE: 3/32" = 1'-0"



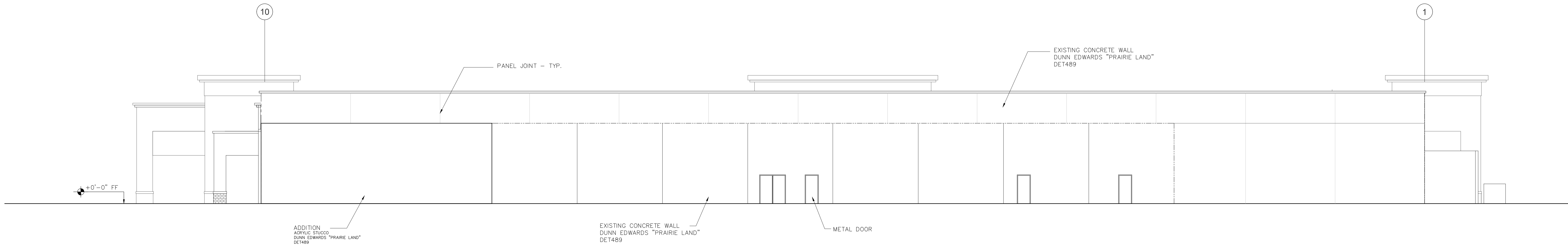
2 LEFT ELEVATION (NORTH)

SCALE: 3/32" = 1'-0"



3 RIGHT ELEVATION (SOUTH)

SCALE: 3/32" = 1'-0"



4 REAR ELEVATION (EAST)

SCALE: 3/32" = 1'-0"



VSAC DESIGN

PO Box 163686
Sacramento, CA 95816
Tel.: 916.752.2022
Fax: 916.990.4769

The use of these drawings and specifications shall be restricted to the specific site for which they were prepared and publication thereof shall be expressly limited to such use.
Re-use, reproduction or publication by any method in whole or part is prohibited. Title to these plans and specifications shall remain with VSAC Design without prejudice, and visual contact with them shall constitute prima facie evidence of acceptance of these restrictions.
© VSAC Design

REVISIONS	By

SF SUPERMARKET
2738 SUNRISE BLVD.
RANCHO CORDOVA, CALIFORNIA

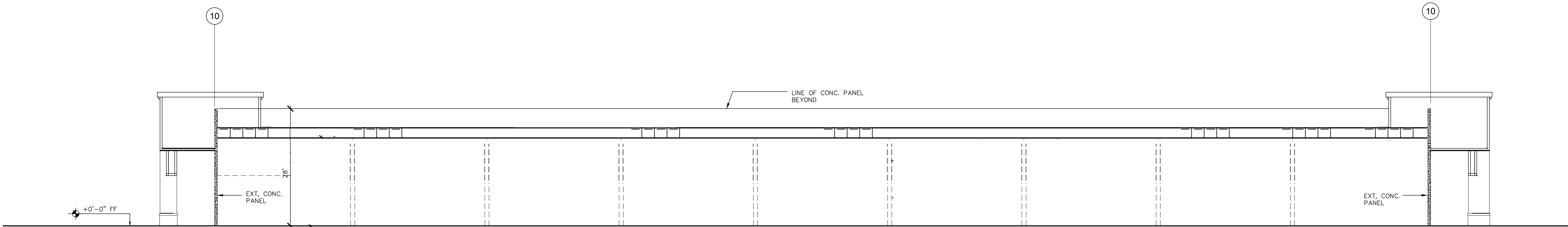
Drawing

BUILDING SECTIONS

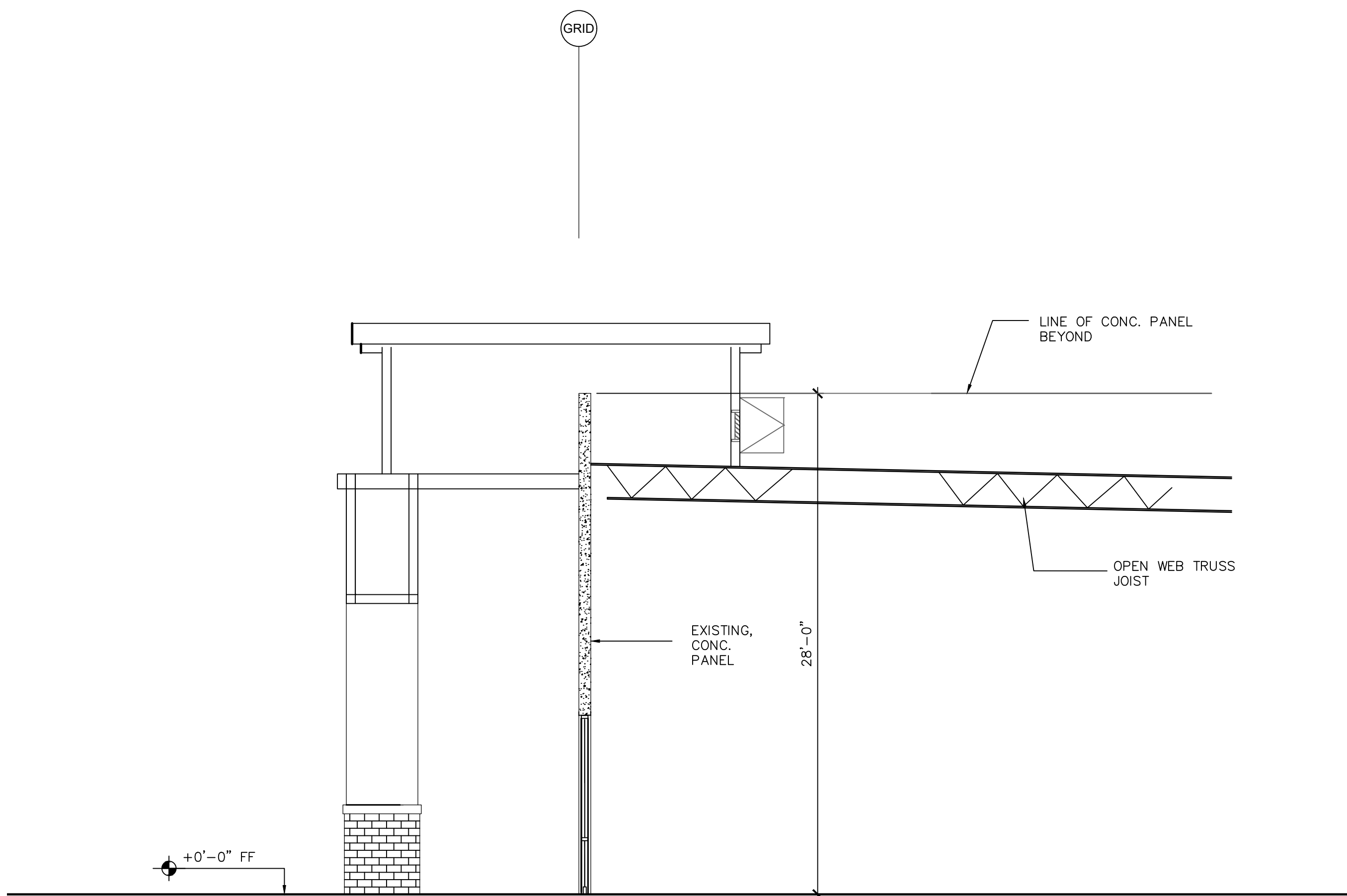


Proj. No.	CAD file
Drawn HV	
Date	
Scale	
Sheet	A4.0

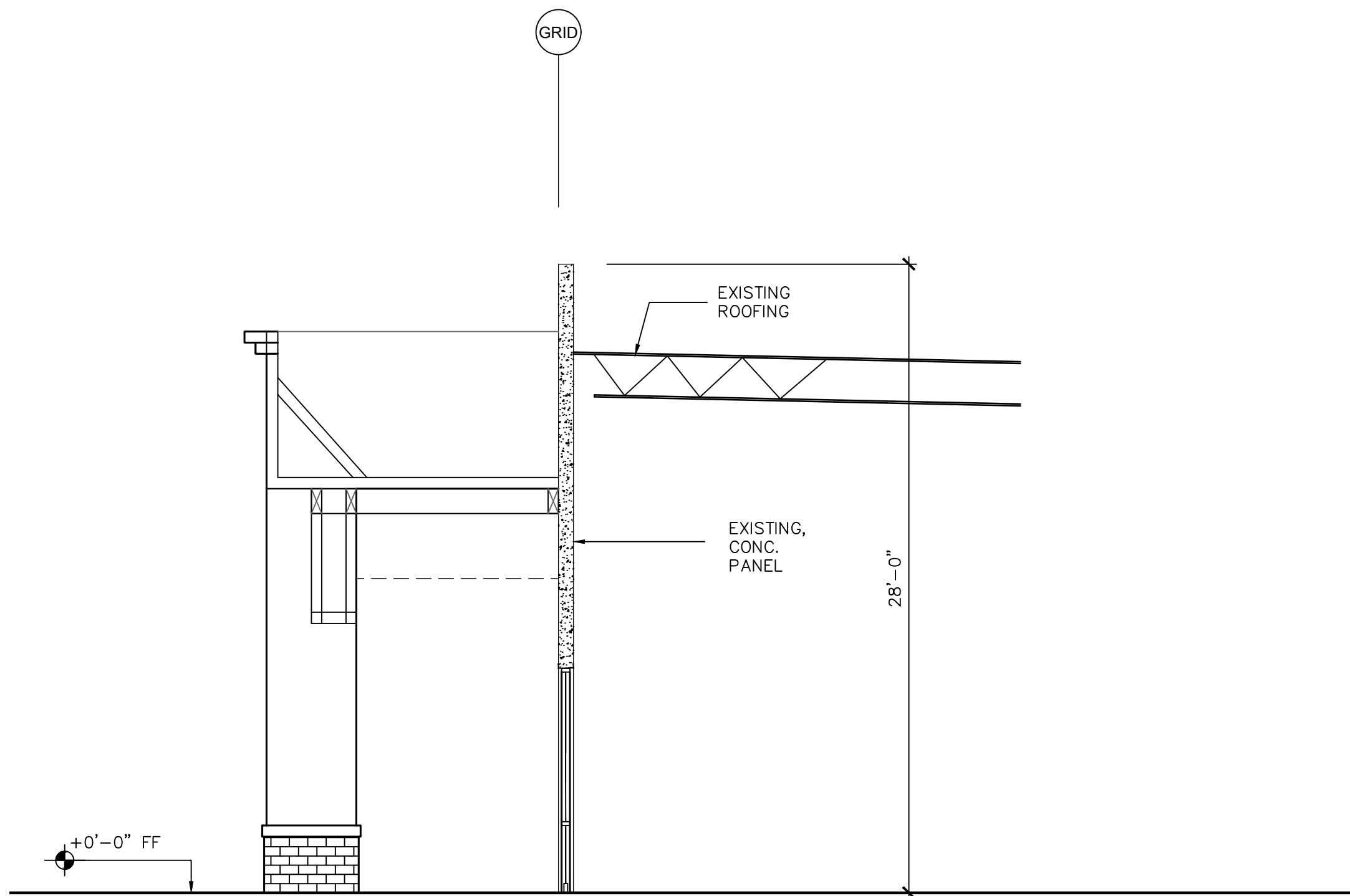
Sheet No. Total Sheets



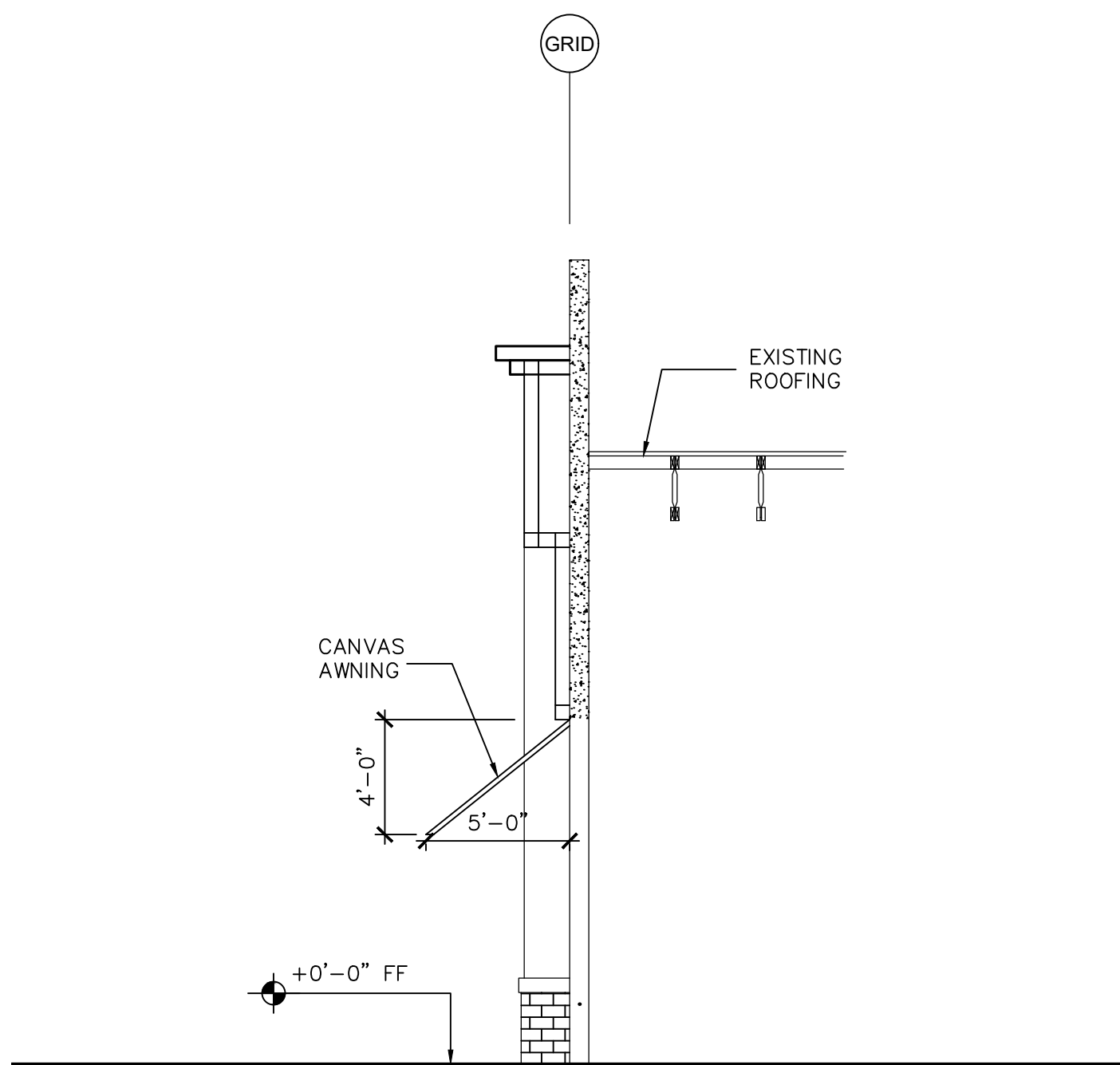
1 BUILDING SECTION
SCALE: 3/32" = 1'-0"



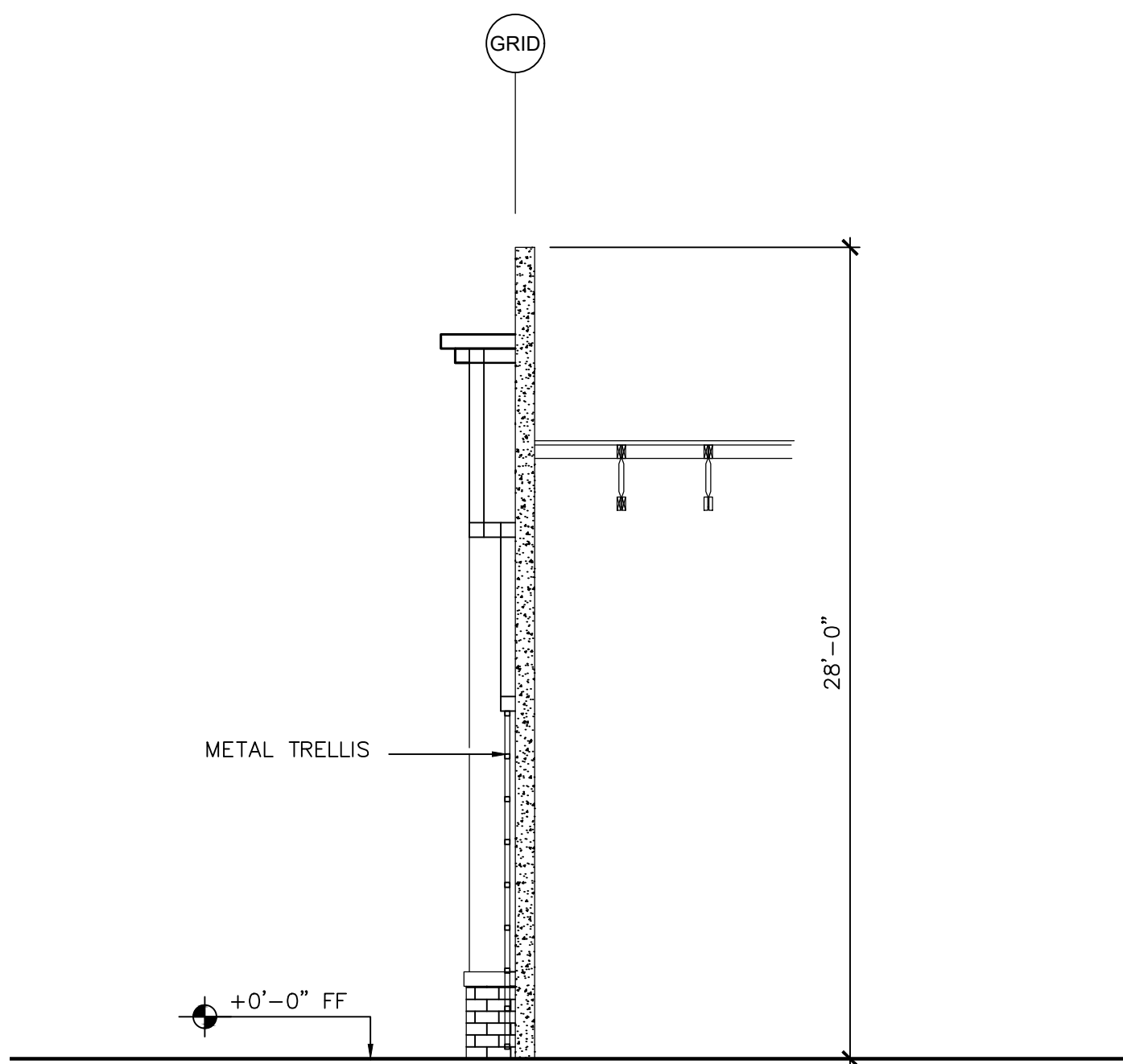
2 WALL SECTION
SCALE: 3/16" = 1'-0"



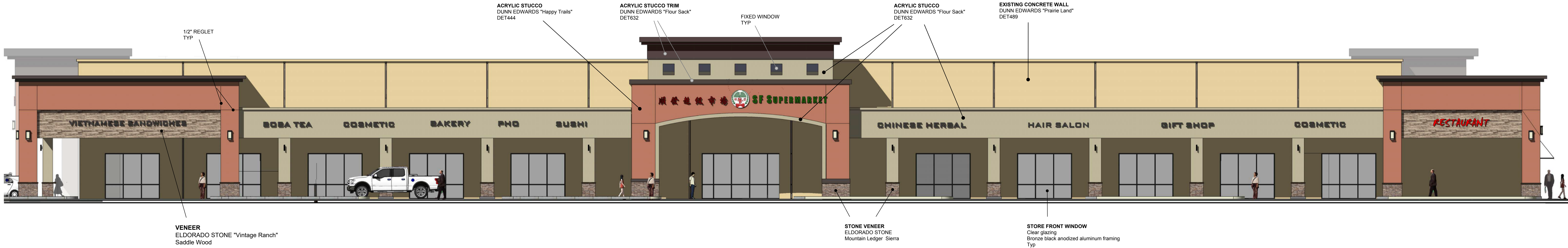
3 WALL SECTION
SCALE: 3/16" = 1'-0"



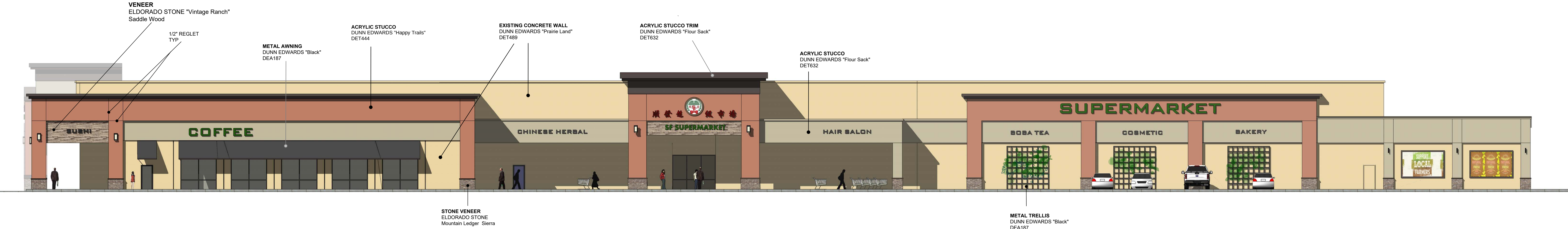
4 WALL SECTION
SCALE: 3/16" = 1'-0"



5 WALL SETION
SCALE: 3/16" = 1'-0"



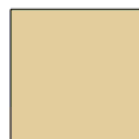
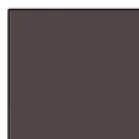
SUNRISE BLVD ELEVATION



TRADE CENTER DR ELEVATION

COLOR ELEVATIONS

MATERIAL BOARD

	EXISTING CONCRETE WALL DUNN EDWARDS "Prairie Land" DET489		ACRYLIC STUCCO TRIM DUNN EDWARDS "Espresso Macchiato" DET680
	ACRYLIC STUCCO DUNN EDWARDS "Flour Sack" DET632		VENEER ELDORADO STONE "Mountain Ledger" Sierra
	ACRYLIC STUCCO DUNN EDWARDS "Happy Trails" DET444		STONE VENEER ELDORADO STONE "Vintage Ranch" Saddle Wood
	METAL AWNING DUNN EDWARDS "Black" DEA187		



SHUN FAT PLAZA
2738 SUNRISE BLVD
RANCHO CORDOVA CALIFORNIA

COLOR ELEVATIONS & MATERIAL BOARD

ITEM 12.1.**ATTACHMENT 3
Exhibit B to the Resolution****CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd**

<u>Conditions of Approval</u>		Category	Timing/ Implementation	Enforcement/ Monitoring
1.	The approved entitlement is for a Major Design Review for SF Supermarket project that includes the following; • Exterior Renovations to existing building as shown in the attached project plans. • A 2,338 square foot addition to the existing building. The project is located at 2738 Sunrise Boulevard APN 072-0223-012-0000 within the Commercial Mixed Use zoning district as shown in the project plans with the conditions herein, for Project No. DD9995.	Project Description	On-Going	Planning
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranhocordova.org for the status of your account with the City.	General	On-Going	Planning/Finance
5.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signs	On-Going	Planning/Building

ITEM 12.1.**ATTACHMENT 3
Exhibit B to the Resolution****CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd**

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
6.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Construction	On-Going	Code Enforcement
7.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	On-Going	Planning
8.	The Permit is valid for a period of three (3) years from the date of approval unless an extension is granted by the Community Development Director.	Expiration	3 years from approval date	Planning
9.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Streets	On-Going	Public Works
10.	All storm drain facilities within private lots shall be privately maintained and shall be clearly labelled as "private" in the improvement plans.	Stormdrain facilities	On-Going	Public Works
Prior to Approval of Improvement Plans				
11.	If trees are present on site and proposed to be removed, prior to any construction activity, a pre-construction determinate survey shall be required for work that will commence during the migratory bird nesting season (February 1 through August 31). This survey is to determine if there is active onsite nesting by birds protected under the Migratory Bird Treaty Act (MBTA) would be affected by construction activities. If all construction activity would occur outside this time, the survey is not required. If nesting activity is observed, consultation with the City of Rancho Cordova Planning Department and the California Department	Bird Survey	Prior to Grading, tree removal, or site disturbance	Planning

ITEM 12.1.

ATTACHMENT 3 Exhibit B to the Resolution

CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	of Fish and Wildlife shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Wildlife.			
12.	Stormwater Quality– During Construction: The project shall comply with the City's Land Grading and Erosion Control Ordinances. If the disturbed area is more than one acre, the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be executed through all phases of project construction. Advisory Condition: Construction General Permit If the disturbed area is more than one acre, the project applicant shall file a Notice of Intent (NOI) to obtain coverage under the <i>National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities</i> (Construction General Permit).	Drainage	Prior to approval of Improvement Plans	Public Works
13.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Traffic	Prior to approval of Improvement Plans	Public Works
14.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Driveways	Prior to approval of Improvement Plans	Public Works
15.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Streets and sidewalks	Prior to approval of Improvement Plans	Public Works
16.	Any trees to be removed shall be replaced or mitigated per Rancho Cordova Municipal Code 19.12.120. Tree replacement is one inch per one inch ratio. In-lieu payment is \$165 per inch.	Trees	Prior to approval of Improvement Plans	Public Works
17.	A. SMUD has existing underground 12kV facilities along Sunrise Boulevard and Trade Center, and on the project site that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required	Electric	Prior to approval of Improvement Plans	SMUD

ITEM 12.1.**ATTACHMENT 3
Exhibit B to the Resolution****CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd**

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation. B. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property. C. In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal. D. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. E. In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD. F. The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services.			
18.	Install bicycle racks in accordance with the Zoning Ordinance.	Bike Racks	Prior to approval of Improvement Plans	Planning/Public Works
19.	A. Show the design for a fire access roadway of not less than	Fire	Prior to approval	Fire

ITEM 12.1.

ATTACHMENT 3
Exhibit B to the Resolution

CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd

Conditions of Approval	Category	Timing/ Implementation	Enforcement/ Monitoring
20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension on the improvement plans. The access roadway shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. B. Show the design for a minimum of 2 remote fire access roadways. Remote fire access roadways shall be spaced a distance apart that is no less than ½ the diagonal measurement of the overall project site. C. Show the design for aerial apparatus access. Aerial apparatus access shall conform to Sacramento Metro Fire Districts, Fire Prevention Standard #3. D. Show the design for an approved fire apparatus turnaround. The fire apparatus turnaround shall conform to Sacramento Metro Fire Districts, Fire Prevention Standard #3. The fire access turn-around shall be located within 50 feet of the end of the access roadway. E. Show on the plan how Fire Lanes will be marked. Fire Lane identification shall be provided along the required fire access roadway. Fire Lane identification shall be in accordance with the Sacramento Metro Fire Districts Fire Prevention Standard #3 and the California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway widths shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads. F. Provide a note on the plan that reads, “Fire apparatus access roads shall be designed and maintained to support the		of Improvement Plans	

ITEM 12.1.

**ATTACHMENT 3
Exhibit B to the Resolution**

CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	imposed live load of 80,000 pounds, with a maximum axle load of 31,000 pounds, and meet Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project.” G. Show the location of the required fire hydrants for this project on the improvement plans. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to any construction or on-site storage of combustible materials. The minimum required fire flow for the protection of commercial developments is 1,500 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration.			
Prior to Issuance of Building Permit				
20.	Applicable fair share Transportation Impact Fees shall be paid based upon the projected increase in trips generated, pursuant to the current Transportation Impact Fee program.	Impact Fees	Prior to issuance of Building Permit	Public Works
21.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Sidewalk on the Trade Center frontage southwest of the center driveway does not conform to ADA guidelines. Remove and replace the noted sidewalk per City Standard. Any obstructions to	Improvements	Prior to issuance of a Building Permit	Public Works

ITEM 12.1.

**ATTACHMENT 3
Exhibit B to the Resolution**

CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	the sidewalk shall be relocated behind back of walk • Replace existing rolled curb and gutter on the Sunrise Blvd. frontage with new vertical curb per City standard • Any obstructions to the existing or proposed sidewalk shall be relocated behind back of walk. • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint • Replacement of damaged pavement along property frontage to the satisfaction of The Public Works Department. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Complete installation to the satisfaction of the City prior to occupancy.			
22.	1. Pursuant to Regional San's easement rights for the 72-inch Bradshaw Interceptor and associated easements: a. Any improvement or proposed use, including landscaping, that restricts Regional San access to its existing easements and facilities for the purpose of constructing, operating, maintaining, and repairing its facilities will not be permitted. b. Permanent structures, walls, signs and footings will not be permitted within the existing Regional San easement area. c. Construction staging and stockpiling within the existing Regional San easement area will not be permitted. A note to this effect will be placed on any plans issued for construction activities. d. Deep rooted trees, trees with a mature growth of more than five-feet, oak trees, and other environmentally protected species will not be permitted within Regional San's existing easements. e. Any proposed landscaping or tree plantings are to be placed in	Sewer	Prior to Issuance of Building Permits	Sacramento Regional County Sanitation District

ITEM 12.1.

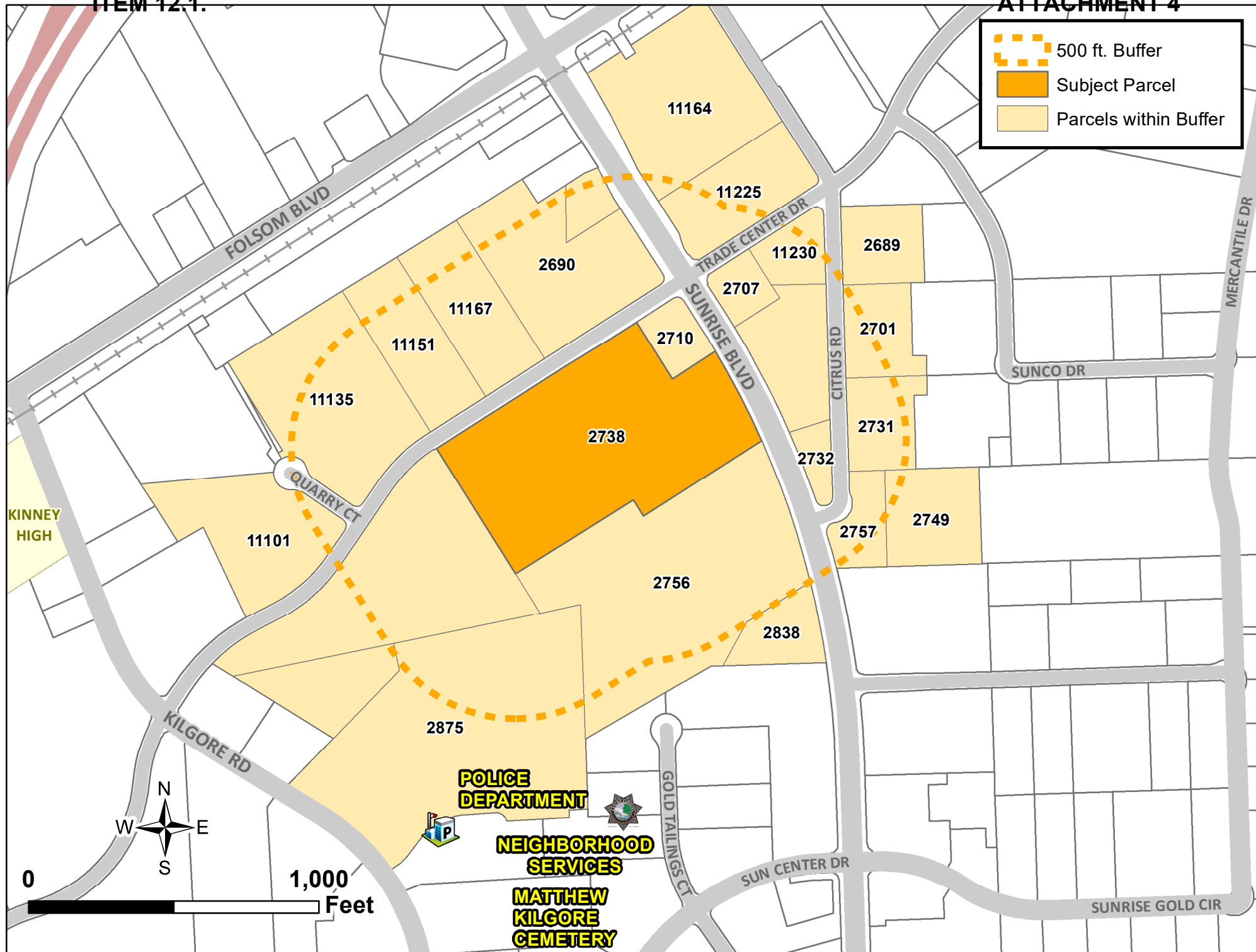
ATTACHMENT 3
Exhibit B to the Resolution

CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	a manner as such that mature roots will not infiltrate pipe joints, manholes or other Regional San structures. f. Any proposed landscaping or tree plantings are to be placed in a manner as such that mature roots will not infiltrate manholes or other Regional San structures. The placement of a root-barrier system may be required. 2. An approved Access Permit (AP) will be required to access any Regional San facilities. 3. Improvements are not to be installed in such a manner that will impede vehicular access by Regional San for maintenance activities. 4. The applicant will provide Regional San continuous, unimpeded access to its facilities at all times. 5. Any existing Regional San access road or turnarounds that are damaged by the applicant during construction are to be replaced in kind by the contractor. 6. Any proposed utility crossing of a Regional San interceptor is to be a maximum of 45-degrees from the line that is perpendicular to the centerline of the interceptor. 7. Any proposed utility crossing of a Regional San interceptor will be required to have a minimum vertical clearance of 5-feet. 8. Parallel utilities (water, drain, electrical, etc.) will not be permitted within existing Regional San easements. Sewer service laterals will not be permitted to connect directly to the Regional San interceptor. 9. The applicant is required to submit for Regional San review and approval all landscaping, utility and improvement plans that directly or indirectly affect Regional San pipelines or the operation of Regional San facilities.			
23.	The owner must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at 916-876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to issuance of building permits.	Sewer fees	Prior to Issuance of Building Permit.	Sacramento Sewer District
24.	The applicant shall meet the following: Architectural Plans shall be	Fire Sprinkler	Prior to Issuance	Fire

ITEM 12.1.**ATTACHMENT 3****Exhibit B to the Resolution****CONDITIONS OF APPROVAL – SF Supermarket Major Design Review – 2738 Sunrise Blvd**

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	submitted and approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be submitted prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District does not allow deferred submittals for Fire Sprinkler or Fire Alarm plans.	and Alarm Plans	of Building Permit	
Prior to Final Inspection				
25.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk along property frontage to the satisfaction of The Public Works Department. Please contact the Public Works Department at (916) 851-8713 to arrange for a site meeting and mark out of damaged sidewalk. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Infrastructure	Prior to final building inspection	Public Works
26.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to final building inspection	Fire
27.	Install improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Improvements	Prior to final building inspection	Public Works
28.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the City not including paint, which reads “No Dumping-Flows to Creek” or other approved message at each storm drain inlet	Infrastructure	Prior to final building inspection	Public Works
29.	Record drawings of grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Files	Prior to final building inspection	Public Works



ITEM 12.1.

072-0223-011-0000
WENDYS PROPERTIES LLC
1 DAVE THOMAS BLVD
DUBLIN OH 43017

072-0222-037-0000
CURRENT OCCUPANT
11135 TRADE CENTER DR
RANCHO CORDOVA CA 95670

072-0222-033-0000
CURRENT OCCUPANT
11167 TRADE CENTER DR
RANCHO CORDOVA CA 95670

072-0222-037-0000
CONRAD ETHAN
1300 NATIONAL DR STE 100
SACRAMENTO CA 95834

072-0240-009-0000
2707 SUNRISE BLVD LLC
1640 TIBURON BLVD 13
TIBURON CA 94920

072-0430-084-0000
ENTERPRISE RENT-A-CAR
COMPANY/SACRAMENTO
199 N SUNRISE AVE
ROSEVILLE CA 95661

072-0380-029-0000
CURRENT OCCUPANT
2689 CITRUS RD
RANCHO CORDOVA CA 95742

072-0240-009-0000
CURRENT OCCUPANT
2707 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0630-023-0000
HEMBUZZ INCORPORATED
2731 CITRUS RD
RANCHO CORDOVA CA 95742

072-0350-015-0000
LODGE 946 HOLDING CORP
2749 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0222-034-0000
FOLSOM RESEARCH INVESTMENTS INC
1069 MILL CREEK RD
INCLINE VILLAGE NV 89451

072-0222-032-0000
CURRENT OCCUPANT
11151 TRADE CENTER DR
RANCHO CORDOVA CA 95670

072-0240-005-0000
CURRENT OCCUPANT
11225 TRADE CENTER DR
RANCHO CORDOVA CA 95742

072-0240-008-0000
RAMOS OIL COMPANY INCORPORATED
1515 S RIVER RD
WEST SACRAMENTO CA 95691

072-0223-004-0000
JB COMPANY MANAGEMENT LIMITED
PARTNERSHIP
1825 BELL ST STE 100
SACRAMENTO CA 95825

072-0240-011-0000
ABREGO LAND COMPANY LLC
25395 BOOTS RD
MONTEREY CA 93940

072-0222-031-0000
CURRENT OCCUPANT
2690 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0223-011-0000
CURRENT OCCUPANT
2710 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0240-008-0000
CURRENT OCCUPANT
2732 CITRUS RD
RANCHO CORDOVA CA 95742

072-0223-010-0000
CURRENT OCCUPANT
2756 SUNRISE BLVD
RANCHO CORDOVA CA 95742

ATTACHMENT 4

072-0222-034-0000
CURRENT OCCUPANT
11101 TRADE CENTER DR
RANCHO CORDOVA CA 95670

072-0240-004-0000
CURRENT OCCUPANT
11164 FOLSOM BLVD
RANCHO CORDOVA CA 95742

072-0240-011-0000
CURRENT OCCUPANT
11230 TRADE CENTER DR
RANCHO CORDOVA CA 95742

072-0223-012-0000
SUNRISE 82017 LLC
1635 S SAN GABRIEL BLVD
SAN GABRIEL CA 91776

072-0222-033-0000
SL RESI POOL 2 LLC
18383 PRESTON RD STE 425
DALLAS TX 75252

CURRENT OCCUPANT
2670 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0620-021-0000
CURRENT OCCUPANT
2701 CITRUS RD
RANCHO CORDOVA CA 95742

072-0490-024-0000
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

072-0223-012-0000
CURRENT OCCUPANT
2738 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0430-084-0000
CURRENT OCCUPANT
2757 CITRUS RD
RANCHO CORDOVA CA 95742

ITEM 12.1.

072-0490-028-0000
CURRENT OCCUPANT
2838 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0223-003-0000
DMJ REAL ESTATE LIMITED
PARTNERSHIP/ETAL
5101 FLORIN PERKINS RD
SACRAMENTO CA 95826

072-0620-021-0000
DTMT ENTERPRISES LLC
9980 HORN RD
SACRAMENTO CA 95827

072-0240-012-0000
LU ELLA BETTY WILSON 2005
REVOCABLE TRUST
PO BOX 35
RANCHO CORDOVA CA 95741

072-0490-024-0000
CURRENT OCCUPANT
2875 KILGORE RD
RANCHO CORDOVA CA 95670

072-0380-029-0000
PAUL H SNIDER TRUST
5150 MADISON AVE
SACRAMENTO CA 95841

072-0240-004-0000
SACRAMENTO REGIONAL TRANSIT
DISTRICT
P O BOX
SACRAMENTO CA 95812

072-0223-010-0000
POON KEE TRUST (HOME DEPOT USA
INC)/ETAL
PO BOX 5161
REDWOOD CITY CA 94063

ATTACHMENT 4

072-0240-005-0000
BEDROSIAN RANCHO CORDOVA LLC
4285 N GOLDEN STATE BLVD
FRESNO CA 93722

072-0222-014-0000
YONGKANG/ZHENQIANG INVESTMENT
HOLDING LLC
8688 TERRITORIAL WAY
ELK GROVE CA 95624

072-0222-032-0000
DEMETROULAS FAMILY TRUST
PO BOX 2261
ELK GROVE CA 95759

072-0490-028-0000
SFP-B LIMITED PARTNERSHIP
PO BOX 5350
BEND OR 97708

ITEM 12.1.

ATTACHMENT 4

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
1965 BIRKMNT DRIVE
RANCHO CORDOVA CA 95742

GOLDEN STATE WATER
3005 GOLD CANAL DRIVE
RANCHO CORDOVA CA 95670

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

MEMORANDUM



ITEM 14.1.

DATE: December 21, 2020
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2020-197 WITH LPA, INC. IN AN AMOUNT NOT TO EXCEED \$645,000 TO DESIGN THE LITTLE LEAGUE RENOVATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

If approved by Council, the City Manager will execute contract no. 2020-197 with LPA, Inc. in an amount not to exceed \$645,000 to design the Little League Renovation Project.

BACKGROUND

The Rancho Cordova Little League's home is located on Zinfandel Drive near the intersection of Cordova Lane and consists of seven fields. The fields are located on Cordova Recreation and Park District property and Folsom Cordova Unified School District property (See site map).

City staff has coordinated extensively with stakeholders including Rancho Cordova Little League, Folsom Cordova Unified School District and Cordova Recreation and Park District to identify renovation concepts for the existing little league facility. The facility is in need of significant renovation and a preliminary concept including stakeholder interests has been prepared.

The proposed scope includes renovation of all fields, replacement of fences and backstops, a new plaza with gateway and concession stand, etc. The scope could also include collaborating with Saint Clement's Episcopal Church on the north side of Zinfandel Drive to allow for additional shared use parking to address the current insufficient parking condition. On June 15, 2020, City Council approved resolution 64-2020 allocating \$1 million for design, outreach, and renovation of the northwest field.

Staff recommends Council approval of the design contract which will include detailed design and preparation of a refined cost estimate for renovation of the entire facility.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the Little League Renovation Project is through Community Enhancement Fund identified through resolution 64-2020.

ATTACHMENT(S)

1. Resolution
2. Final Little League Agreement
3. Site Location
4. Presentation LPA Little League

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2020-197 WITH LPA, INC IN AN AMOUNT NOT TO EXCEED \$645,000 TO DESIGN THE LITTLE LEAGUE RENOVATION PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2020-197 with LPA, Inc. in an amount not to exceed \$645,000 for design services; and

WHEREAS, The proposed scope includes renovation of little league fields, replacement of fences and backstops, a new plaza with gateway and concession stand, and evaluation of additional shared use parking; and

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

WHEREAS, the contract will be paid through Community Enhancement Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2020-197 with LPA Inc. in an amount not to exceed \$645,000 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND LPA, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and LPA, Inc., a California corporation ("Professional") as of December 21, 2020.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 21, 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 with due skill and care 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 but reasonable 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 six hundred forty-five thousand dollars (\$645,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed, which sum may be adjusted based on estimated construction cost as outlined in the Scope of Services attached hereto as Exhibit A at the completion of schematic design and shall include reimbursable costs to the extent indicated in Exhibit A. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, 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, if authorized as part of any task, 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 performed on time and materials or other reimbursable basis 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, if authorized as part of any task, each reimbursable expense;
- For tasks performed on time and materials or other reimbursable basis, 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 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.

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 A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement.
- 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 (ten (10) days for non-payment of premium) 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) per occurrence and in the aggregate 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 (ten (10) days for non-payment of premium) 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 (ten (10) days for non-payment of premium) 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. Intentionally Omitted

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 and defend under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or

disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement. All work performed to date of termination according to the standards of the contract, and completed to the satisfaction of the City, will be paid after the City is invoiced
 - 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. To the extent permitted by law, City shall release and indemnify Professional from and against any liabilities arising from City's reuse of the documents on any other projects.
- 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. If either party reasonably believes there is a matter that may result in it or the other party bringing such action, that party may notify the other party in writing and request a meeting with senior leaders of both parties within ten (10) business days of the notice to resolve the matter. The other party shall meet with the requesting party within such time and the parties shall make good faith efforts to resolve the matter. If the matter is not resolved within fourteen (14) days of the initial meeting between the senior leaders, then either party may seek legal action.
- 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 Edgar Medina ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

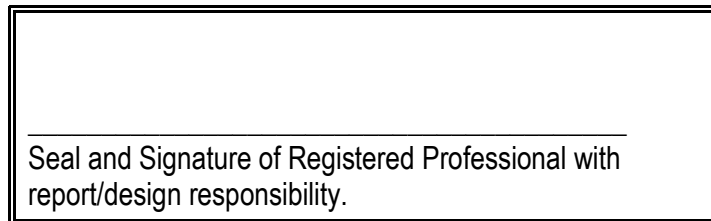
10.10 Notices. Any written notice to Professional shall be sent to:

Arash Izadi, Principal
LPA, Inc.
60 South Market Street, Suite 150
San Jose, CA 95113
Email Address (for Insurance Update Requests) aizadi@lpadesignstudios.com

Any written notice to City shall be sent to:

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

SIGNATURE PAGE FOLLOWING

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

Arash Izadi, Principal

Date: _____ Attest:

Date: _____

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Per Professionals Scope of Work proposal, revised Oct. 27, 2020, and Rate Schedule attached to and made part of this Agreement.

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT#16010.30



DATE: May 8, 2020
 Revised 11/10/2020

CLIENTS: City of Rancho Cordova
 2729 Prospect Park Dr,
 Rancho Cordova, CA 95670

CONTACTS: Albert Stricker, P.E.
 Public Works Director
 City of Rancho Cordova
 Public Works Department
 (916) 851-8713

PROJECT: Rancho Cordova Little League
 Facilities Renovation
 LPA Project # 16010.30

LOCATION: Rancho Cordova Little League
 Ahlstrom Park
 Rancho Cordova, CA 95670

**LANDSCAPE
 ARCHITECT:** LPA, Inc. "LPA"

CONTACT: John Courtney
 Senior Project Manager
 431 I St., Suite 107
 Sacramento, CA 95814
 jcourtney@LPADesignStudios.com
 (916) 287-2341

SCOPE OF SERVICES PROPOSAL**PROJECT DESCRIPTION**

The City of Rancho Cordova has requested a proposal for Scope of Services to renovate an existing site for Little League Baseball. The project will be a joint use facility between The City of Rancho Cordova, Folsom Cordova Unified School District (FCUSD), Cordova Recreation and Park District (CRPD) and the Rancho Cordova Little League (RCLL). LPA will contract directly with the City of Rancho Cordova, and the City will be LPA's Client for all phases of the work for the duration of the project. An Exhibit showing the approximate configuration of the site appears below.

The current Little League site is located at Ahlstrom Park, owned by Cordova Recreation and Park District, and also straddles onto Folsom Cordova Unified School District property. The planned project will be a renovation / refurbishment of the existing facilities along with new construction. Because the site improvements include work within the FCUSD, the proposed renovations and new construction on FCUSD property will need to be reviewed and approved by FCUSD and the Division of State Architect (DSA) prior to construction.

The Rancho Cordova Little League program consists of five separate fields for different age levels. Field A is the major league field, Field B is a farm league field, Field C is a T-ball field, Field D is a minor league field, and Field E is farm league field #2. Parking is accommodated at a connected FCUSD lot that was recently improved and is not part of this project, as well as additional parking on private property that will be improved as part of the project.



Conceptual Site Diagram

LPA Inc. has worked with the City to develop multiple conceptual plan options that clearly outline the facilities and amenities. The preferred option, upon which this proposal is based, includes the following summarized items: A new modular restroom, concession and storage building, two new parking lots on private property across the street from the site, utilizing the existing parking lot on school property with no changes. The work anticipated for the ballfields A, B, C, D, and E includes the following: All new chain link backstops, safety netting, dugouts, players benches, bleachers, concrete paving, promenade park plaza, planting and trees, shade structures, limited street improvements (striping, islands, beacon signal, signage), fencing, relocation of batting cage (pending stakeholder input), scoreboards, limited pedestrian lighting, and documentation of electrical infrastructure for security system, hydroseeded turf, new irrigation, limited grading and drainage, brick dust infield fines, and a new monument entry sign.

SCOPE OF WORK

CITY OF RANCHO CORDOVA
SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
COMBINED FULL SCOPE
11/10/2020
LPA, INC.
PROJECT# 16010.30


BASIC SERVICES
TASK 0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Meetings.
- .05 Communications.
- .06 Travel time.
- .07 Direction of the work of in-house personnel.
- .08 Disciplines Coordination/Document Checking services consisting of:
 - a. Coordination of LPA's work with the work of engineering and other involved disciplines for the Project.
 - b. Review and checking of documents prepared by LPA for the Project.
- .09 Agency Consulting/Review/Approval services including:
 - a. Research of critical applicable regulations.
 - b. Preparation of written and graphic explanatory materials.
 - c. Appearances on City's behalf at agency meetings.
- .10 Review and coordination of complete as-built drawings, AutoCAD backgrounds, topographic surveys, geotechnical investigation reports and data furnished for the project as a responsibility of City.
- .11 Meeting minutes and distribution to all parties prior to construction that LPA attends. General Contractor will be responsible for meeting minutes during construction; LPA will review and respond to General Contractor's meeting minutes.

TASK 1 – CONCEPTUAL DESIGN (Abbreviated)

LPA and the City of Rancho Cordova have already worked together on a previous contract to develop conceptual options and present them to City council. This abbreviated version of conceptual design will focus on community input and conceptual approval.

1.01 Public Meeting services required to establish Community support for the proposed improvements.

- .01 Assist the City to present the project at one (1) public meeting to gather input and comments on the conceptual design.
- .02 Provide One (1) follow-up public meeting to present a summary of the final conceptual design and gather comments.
- .03 Prepare for and attend one (1) City Council Meeting
- .04 Prepare for and attend one (1) Cordova Recreation and Park District (CRPD) Board of Directors Meeting.

1.02 Prepare One (1) Final Updated Conceptual Plan, based on the original conceptual plan, confirming program requirements for the Project.

- .01 Incorporate community input and feedback into the final revised plan as a single minor revision to the concept plan.
- .02 Provide the plan to the City for approval.

1.03 Rough Order of Magnitude (ROM) Construction Cost services consisting of revising the cost estimate to correlate with the final conceptual plan.

- .01 Provide one (1) estimate for the single design concept for City approval.

1.04 Geotechnical services are limited to assistance to the City in determining the scope and requirements for the City's contracting of geotechnical services and providing a report with recommendations to LPA (City will contract geotechnical engineer directly).

1.05 Topographic Survey services are not included. The City has obtained surveying and LPA has reviewed the survey which appears to have an adequate level of accuracy for design. Any follow-up surveying as may be needed will be requested by the design team and will be provided by the original surveyor under direct contract to the City.

1.06 Project Development Scheduling services consisting of confirming the tentative schedule provided as part of this SOS. The schedule will be updated during this phase if scope or

SCOPE OF WORK

CITY OF RANCHO CORDOVA
SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
COMBINED FULL SCOPE
11/10/2020
LPA, INC.
PROJECT# 16010.30



milestone dates need to be adjusted, otherwise the tentative schedule will remain in place.

1.07 Summary of Meetings: services consisting of meeting attendance and presentations of Conceptual Design Phase and recommendations by LPA, INC. as follows:

- .01 One (1) City Council Meeting
- .02 Two (2) Public Meetings
- .03 One (1) CRPD Meeting
- .04 One (1) – City Staff Coordination Meeting

1.08 Summary of Deliverables:

- .01 Public Meeting Facilitation
- .02 Final Conceptual Design Plan
- .03 ROM Cost Estimate

1.09 Summary of Discipline Utilization:

- .01 Landscape Architecture

TASK 2 – SCHEMATIC DESIGN

In the Schematic Design Phase, LPA, INC. shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the City of Rancho Cordova, based on the approved concept plan which were reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

2.01 Landscape Materials Confirmation Meeting services required to establish and confirm the following schematic designs for landscape and site materials, systems and equipment for the project.

- .01 Hardscape Materials
- .02 Softscape Materials
- .03 Fencing
- .04 Embedded Site Furnishings

2.03 Electrical Design/Documentation services consisting of building operation, irrigation infrastructure, convenience receptacles and connecting to existing circuits (No emergency, parking or sports field lighting is included in our services). Wall mounted security lighting at the building will be included in the modular building package, and minor pedestrian security lighting may be included.

- .01 Electrical Plans.

2.04 Civil Design/Documentation services consisting of collaborating with internal LPA disciplines for utilities, demolition, grading and drainage plans, Civil will coordinate with the City for any offsite utility connections. (no separate offsite utility improvements are anticipated other than listed above).

- .01 Proposed Wet Utility Plan.
- .02 Demolition Plan
- .03 Grading / Drainage Concept Diagram
- .04 Storm Drainage Plan

2.05 Offsite Design services will be limited to the list below, and will include civil engineering layout, paving, striping, signage plans and details, and minor electrical plan for signal power.

- .01 Street Traffic Calming Islands.
- .02 Church Parking Lot Design (2 lots)
- .03 Crosswalk and Bike Lane Striping
- .04 Flashing Pedestrian Crossing Beacon

2.05 Architectural Coordination services consisting of selecting and coordinating with an external modular building manufacturer for their development of plans and specifications as needed for bidding and/or approval. Assumes a modular manufacturer with DSA Pre-Checked (PC) building models will be utilized.

- .01 Modular Building Selection

2.06 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.

2.07 CEQA Documentation Assistance

LPA, shall provide limited assistance to the City's CEQA Environmental Planning Consultant for their preparation of required studies, etc. for anticipated Mitigated Negative Declaration. LPA's scope is to attend One (1) coordination meeting with the project development team during the CEQA production process. LPA will transmit plans developed as part of building permit set for exhibits needed for CEQA documentation; no new exhibits or diagrams will be prepared beyond the building permit plans.

2.08 Construction Cost Estimation services consisting of refining one existing ROM construction cost estimate previously developed for the Project, based on the most recent Schematic Design studies, current and

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



- historic area, volume, or other square foot costs, expected project delivery process, and appropriate contingencies.
- 2.09 Value Engineering**
 Following completion of Schematic Design Construction Cost Estimating, should the Construction Cost Estimates exceed the project budget by 5% or more, LPA shall meet with City to discuss and clarify value engineering opportunities. Prior to commencement of Design Development, the City is to confirm what value engineering items are to be implemented. LPA will implement these design modifications, within the overage amount, in the Design Development Phase. Additional Value Engineering or scope changes are not included in this Scope of Services.
- 2.10 Summary of Presentations / Meetings**
 services consisting of meeting attendance and presentation of Schematic Design Documents by LPA as follows:
- .01 One (1) – Materials Presentation.
 - .02 One (1) – Design Team Coordination Meeting
 - .03 One (1) – CEQA Coordination Meeting
 - .04 One (1) – City Council Meeting
- 2.11 Summary of Deliverables** consisting of:
- .01 Schematic Design for Landscape, Civil Engineering and Electrical Engineering.
 - .02 Updated Project Schedule (if applicable).
 - .03 Schematic ROM Construction Cost Estimate.
 - .04 Presentation Materials.
 - .05 Meeting Minutes.
- 2.12 Summary of Discipline Utilization:**
- .01 Landscape Architecture
 - .02 Civil Engineering
 - .03 Electrical Engineering
 - .04 Architecture
 - .05 Cost Estimation (HL Construction)

TASK 3 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA, INC. shall provide those services designated necessary to prepare from the prior approved Schematic Design Documents, for approval by the City of Rancho Cordova and the project Stakeholders, the Design Development

Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including Landscape Architecture, Civil Engineering and Electrical Engineering. During this phase, the DSA project will be separated from the Park District project to prepare for separate submittals that will track simultaneously. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance requirements and energy conservation. The following descriptions shall apply to the above summarized services.

- 3.01 Landscape Design/Documentation** LPA will provide services consisting of the development of Landscape Design Documents and development of materials to establish final scope and preliminary details for landscape work. Low impact design features will be included in the design.
- .01 Site/Field Design and Materials Plans
 - .02 Planting Plans
 - .03 Preliminary Construction Details
 - .04 Preliminary Planting Details
 - .05 Basis of Design Specifications
- 3.02 Electrical Design/Documentation** services consisting of coordinating with stakeholders for desired electrical equipment. (No Pedestrian, parking or sports field lighting is anticipated in our services. This will be for building operation, irrigation infrastructure, site electrical outlets and security-level major pathway lighting).
- .01 Electrical Site Plans
 - .02 Preliminary Electrical Details
 - .03 Coordination with SMUD / PG&E
- 3.03 Civil Design/Documentation** services consisting of collaborating with internal LPA disciplines for utility's, demolition, grading and drainage plans. LPA will coordinate with the City for any offsite utility connections.
- .01 Utility Plans.
 - .02 Demolition Plan
 - .03 Storm Drainage Plan
 - .04 Grading plans
 - .05 Preliminary Construction Details
- 3.04 Architectural Coordination** services consisting of coordinating with an external modular building manufacturer to obtain their DSA PC plans for inclusion in the LPA improvement plan set.
- 3.05 Stakeholders Confirmation Meeting** services required to confirm the Design Development progress with the City and other project

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



Stakeholders in a single meeting to review the progress of the design.

3.06 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

3.07 Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Rough Order of Magnitude (ROM) Construction Cost of the Project, taken into consideration:

- .01 Availability of materials and labor
- .02 Project delivery procedures
- .03 Construction scheduling
- .04 Changes in scope of the Project
- .05 Adjustments in materials

3.08 Value Engineering
 Value Engineering at the Design Development stage is not included unless the cost estimates are significantly different from the previously approved project budget.

3.09 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following City representatives:

- .01 One (1) – Stakeholder Confirmation Meeting
- .02 One (1) – DD Coordination Meeting
- .03 One (1) – Cost Estimation Meeting

3.10 Summary of Deliverables consisting of:

- .01 Landscape Plans
- .02 Civil Plans
- .03 Electrical Plans
- .04 Coordination of Modular Building Plans
- .05 Basis of Design Specifications.

TASK 4 - CONSTRUCTION DOCUMENTS SERVICES

Based on the City's approval of the Design Development Documents and on the City's authorization of any adjustments in the Project requirements, schedule, and the budget for the cost of the work, the design team shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.

4.01 Landscape Design/Documentation LPA will provide services consisting of the development of Landscape Design Documents and development of materials to establish final scope and final details for landscape work. LPA will engage an irrigation consultant as a part of their scope and fee.

- .01 Materials Plans
- .02 Layout Plans
- .03 Planting Plans
- .04 Irrigation Plans
- .05 Sections and Elevations
- .06 Construction Details
- .07 Planting Details
- .08 Irrigation Details
- .09 Project Specification Manual

4.02 Electrical Design/Documentation services consisting of coordinating with stakeholders for desired electrical and technology equipment. (No parking or sports field lighting is anticipated in our services. This will be for building operation, security level major pathway lighting and site electrical outlets only. Low voltage, security wall pack lighting, PA and WLAM will be included).

- .01 Electrical Plans
- .02 Electrical Details
- .03 Electrical Specifications

4.03 Civil Design/Documentation services consisting of collaborating with internal LPA disciplines for utility's, demolition, grading, drainage, erosion control and SWPP plans. LPA will coordinate with the City for limited offsite design services to include church parking lot design, crosswalk markings, flashing beacons, accessible curb ramps and islands at the intersection of Zinfandel Drive and Cordova Lane.

- .01 Utility Plans.
- .02 Demolition Plans
- .03 Storm Drainage Plans
- .04 Grading plans
- .05 Erosion Control Plans
- .06 Horizontal control plans
- .07 Fire Access Plans
- .08 SWPP Plan
- .09 Limited Offsite Improvement Plans

4.04 Architectural Coordination services consisting of coordinating with an external modular building manufacturer to provide compliant Construction Documents.

SCOPE OF WORK

CITY OF RANCHO CORDOVA
SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
COMBINED FULL SCOPE
11/10/2020
LPA, INC.
PROJECT# 16010.30



- .01 Modular Building Coordination
- 4.05 Stakeholders Confirmation Meeting** services required to confirm the Construction Document Progress with the City, and project Stakeholders in a single meeting.
- 4.06 Project Development Scheduling** services consisting of reviewing and updating previously established schedules of the Project.
- 4.07 Statement of Probable Construction Costs** services consisting of updating and refining the Design Development Phase ROM Construction Cost of the Project, taken into consideration:
 - .01 Availability of materials and labor
 - .02 Project delivery procedures
 - .03 Construction scheduling
 - .04 Changes in scope of the Project
 - .05 Adjustments in materials
 - .06 Annual Estimated Escalation
- 4.08 Summary of Presentations / Meetings** services consisting of meeting attendance and presentations of Construction Documents and scope by LPA to the following:
 - .01 One (1) – Stakeholder Meeting.
 - .02 One (1) – Budget Meeting.
- 4.09 Summary of Deliverables** consisting of:
 - .01 50% CD construction plans and specifications.
 - .02 50% CD Statement of Probable Construction Cost.
 - .03 Agency Submittal Set CD construction plans and specifications.
 - .04 Agency Submittal Statement of Probable Construction Cost.

TASK 5 – DSA, CITY SUBMITTALS AND APPROVAL

In the Submittal and Approval Phase, LPA, Inc., following the City's approval of the Agency Submittal Set CD's and Project Costs, shall provide those services designated necessary for LPA to submit drawings and specifications to the Agencies for Review and Approval. Submit to DSA for State areas and submit to City for all other areas under one package.

- 5.01 Submittal** services consisting of:
 - .01 Registering the project with DSA and setting a deadline for digital plan and specification submittal.

- .02 Coordination with the FCUSD and stakeholders for completing and developing the required forms.
- .03 Coordinate with City of Rancho Cordova Public Works Department and preparation for submittals to the City for limited interdepartmental review. Present project scope to City's Development Services Team (DST) to determine required agency permits such as Sacramento Metro Fire, Golden State Water, SMUD, etc.
- 5.02 Agency Re-Submittal and Approval** services consisting of:
 - .01 Obtaining and addressing all reasonable comments from DSA and other public agencies.
 - .02 Issuing digital DSA and digital or analogue public agency backcheck responses.
 - .03 Obtaining necessary DSA and other public agency approvals.
 - .04 Coordinating with FCUSD and stakeholders for transmittal of final forms and documents.
 - .05 Obtain 100% permit approval prior to bidding.
 - .06 Transmitting final DSA documents to FSUSD, and the City of Rancho Cordova

TASK 6 – BIDDING

In the Bidding Support Phase for the Site scope and the new Modular Building, LPA, Inc. shall provide the following services necessary to assist the Owner in obtaining bids and in awarding and preparing contracts for construction: (LPA Assumes the Owner will engage the services of a professional Construction Manager to facilitate bidding, construction and closeout.)

- 6.01 Addenda** services consisting of preparation or coordinating with the modular vendor for their development of Addenda and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications and notice(s) of changes in the bidding schedule and procedure; and processing of Addenda through the Division of the State Architect (DSA) office for plan check approval. This does not include City initiated, for convenience changes, to project scope already in DSA approved set of documents.
- 6.02 Bidding** services consisting of:

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



- .01 Responses to questions from Bidders or proposers or coordination with the Modular Building manufacturer for their clarifications or interpretations of the Bidding Documents.
- .02 Attend pre-bid meeting
- 6.03 Summary of Meetings** services consisting of meetings as follows:
 - .01 One (1) Pre-bid meeting
- 6.04 Summary of Deliverables:**
 - .01 Bid documents.
 - .02 Addenda.

TASK 7A – CONSTRUCTION CONTRACT OBSERVATION – CITY PROJECT

In the Construction Contract Observation task, LPA, Inc. shall provide those services designated necessary for the observation of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City of Rancho Cordova the project stakeholders and LPA's Architect of Record. The following descriptions shall apply to those services: (LPA Assumes the City will hire an independent Construction Manager to facilitate the construction and closeout processes on behalf of the City and that the City Engineer will also be engaged in the construction process for the entire duration). Task 7A applies to the services required for the Ahlstrom Park (City project site) only, see Task 7B below for the services that apply to the School District project site.

- 7A.01 Construction Contract Observation** (for each phase if multiple phases are necessary) services consisting of:
- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - .02 Distribution of submittals to the City of Rancho Cordova's Construction Manager or Owner's Representative, Contractor and/or LPA's field representative, as required.
 - .03 Maintenance of master log of submittals.
 - .04 Responses to Requests for Interpretation or Information

- .05 Issuing of necessary construction Change Directives of Landscape Sketches for Clarification.
- .06 Review of relative Change Order Requests
- .07 Related communications.

7A.02 Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on bi-weekly meetings for preliminarily estimated six (6) months duration of construction for a total of twelve (12) construction meetings, one (1) pre-punchlist meeting and one (1) final punchlist walk.

7A.03 Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by the Contractor or the City of Rancho Cordova and, as required, by construction.
- .02 Forwarding the City of Rancho Cordova's instructions and providing guidance to the Contractor on the City of Rancho Cordova's behalf relative to changed requirements and schedule revisions.

7A.04 Quotation Requests/Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be modified, added or deleted from the project.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs

7A.05 Construction Cost Accounting services consisting of evaluation of Applications for Payment and certification, we will then inform the construction manager of our recommendation.

7A.06 Project Closeout services initiated upon notice from the Contractor(s) that the Work, is

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A review with the City of Rancho Cordova's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- .02 Determination of the amounts to be withheld until final completion.
- .03 One (1) - Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .04 Notification to the City of Rancho Cordova and Contractor of deficiencies found in follow-up review, if any.
- .05 Final review with the City of Rancho Cordova representative to verify final completion of the Work.

7A.07 Closeout/Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified by the Contractor(s).
- .03 Transmittal of record drawings and general data, appropriately identified, to the City of Rancho Cordova, Folsom Cordova Unified School District, Cordova Recreation and Park District and Rancho Cordova Little League.
- .04 One (1) Review of the 90-day maintenance and establishment period for turnover to the District.
- .05 Facilitation of City closeout and certification of the project.

7A.08 Summary of Meetings services consisting of Site visits, field observations, OAC meetings and project closeout by LPA to perform the anticipated Construction Observation duties. (LPA Assumes a Construction duration of 168 calendar days, a construction duration longer than anticipated will be subject to additional services).

- .01 Twelve (12) – Bi-Weekly Meetings
- .02 Two (2) – Project Close Out Reviews
- .03 One (1) – 90-day Maintenance Meeting

7A.09 Summary of Deliverables: (OAC meeting minutes shall be prepared by the owner's representative or CM for review and comment by LPA)

- .01 Field Reports/communications.
- .02 Punch Lists
- .03 Closeout

TASK 7B – CONSTRUCTION CONTRACT OBSERVATION– SCHOOL DISTRICT PROJECT

In the Construction Contract Observation task, LPA, Inc. shall provide those services designated necessary for the observation of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City of Rancho Cordova the project stakeholders and LPA's Architect of Record. The following descriptions shall apply to those services: (LPA Assumes the City will hire an independent Construction Manager to facilitate the construction and closeout processes on behalf of the City and that the City Engineer will also be engaged in the construction process for the entire duration). Task 7B services apply to the School District site only, for the City project site refer to Task 7A

7B.01 Construction Contract Observation (for each phase if multiple phases are necessary) services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the City of Rancho Cordova's Construction Manager or Owner's Representative, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master log of submittals.
- .04 Responses to Requests for Interpretation or Information
- .05 Issuing of necessary construction Change Directives of Landscape Sketches for Clarification.
- .06 Review of relative Change Order Requests

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



- .07 Related communications.
- 7B.02 Construction Field Observation** services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on bi-weekly meetings for preliminarily estimated eight (8) months duration of construction for a total of sixteen (16) construction meetings, one (1) pre-punchlist meeting and one (1) final punchlist walk.
- 7B.03 Supplemental Documents** services consisting of:
- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by the Contractor or the City of Rancho Cordova and, as required, by construction.
- .02 Forwarding the City of Rancho Cordova's instructions and providing guidance to the Contractor on the City of Rancho Cordova's behalf relative to changed requirements and schedule revisions.
- 7B.04 Quotation Requests/Change Orders** services consisting of:
- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be modified, added or deleted from the project.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs
- 7B.05 Construction Cost Accounting** services consisting of evaluation of Applications for Payment and certification thereof.
- 7B.06 Project Closeout** services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- .01 A review with the City of Rancho Cordova's representative for conformity of the Work to the Contract Documents
- to verify the list submitted by the Contractor of items to be completed or corrected.
- .02 Determination of the amounts to be withheld until final completion.
- .03 One (1) - Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .04 Notification to the City of Rancho Cordova and Contractor of deficiencies found in follow-up review, if any.
- .05 Final review with the City of Rancho Cordova representative to verify final completion of the Work.
- 7B.07 Closeout/Record Drawings** services consisting of:
- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified by the Contractor(s).
- .03 Transmittal of record drawings and general data, appropriately identified, to the City of Rancho Cordova, Folsom Cordova Unified School District, Cordova Recreation and Park District and Rancho Cordova Little League.
- .04 One (1) Review of the 90-day maintenance and establishment period for turnover to the District.
- .05 Facilitation of DSA closeout and certification of the project. (LPA will not be responsible for items outside their scope that hinder or deter DSA certification.)
- 7B.08 Summary of Meetings** services consisting of Site visits, field observations, OAC meetings and project closeout by LPA to perform the anticipated Construction Observation duties. (LPA Assumes a Construction Duration of 168 calendar days, a construction duration longer than anticipated will be subject to additional services).
- .01 Sixteen (16) – Bi-Weekly Meetings
- .02 Two (2) – Project Close Out Reviews
- .03 One (1) – 90-day Maintenance Meeting

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



7B.09 Summary of Deliverables: (OAC meeting minutes shall be prepared by the owner's representative or CM for review and comment by LPA)

- .01 Field Reports/communications.
- .02 Punch Lists
- .03 DSA Closeout

8 ASSUMPTIONS

The following are Scope of Services assumptions:

8.01 CONSTRUCTION MANAGEMENT SERVICES: It is assumed the City will hire a Third-Party CM to facilitate construction administration, documentation and Owner/Architect/Contractor (OAC) meetings on behalf of the City of Rancho Cordova and the School District.

8.02 CONSTRUCTION RESPONSIBILITY: LPA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, including site safety, in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting LPA's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), LPA shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. LPA shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work

8.03 DRAWING SET: LPA anticipates separate sets of construction plans may be required to facilitate separated bidding and construction for the City Project Site (Project Area "1A") and the School District Site (Project Area "1B"). The separation of the project into two sets of plans requires additional design services that are identified in the Proposed Compensation section below.

Ideally for cost reasons the projects would be bid at the same time to realize economy of scale, however this may not be practicable. LPA will coordinate with the City during the

design of the project and determine a mutually beneficial strategy.

8.04 MODULAR BLDG: The restrooms, concession and storage building will be a modular unit and all necessary drawings, submittals and approvals will be the responsibility of the modular company. LPA will only submit PC approved modular drawings to DSA for Review (if required).

8.05 FEE PROPOSAL: Compensation for services provided in this proposal is a phased fixed fee. Each lump sum phase will be billed towards a percentage of completion and no hourly backup will be provided. Fee is based upon a construction budget up to \$7,000,000. Project budgets exceeding this amount will result in additional services. If budget is reduced at stages in the progress of the design work, subsequent design phase fees may be reduced by an amount commensurate with a sliding scale provided in Part 9 below.

8.06 TOPOGRAPHIC SURVEY services are not included. The City has obtained surveying and LPA has reviewed the survey which appears to have an adequate level of accuracy for design. Any follow-up surveying as may be needed will be requested by the design team and will be provided by the original surveyor under direct contract to the City.

8.07 APPROVAL: The City's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.

8.08 CONSULTANTS: For the basic services, LPA shall engage consultants for irrigation and cost estimating. Consultants required for Additional Services shall be billed at fee, plus a 10% for coordination.

8.09 REIMBURSABLE EXPENSES: The base proposed compensation is inclusive of limited digital copies of deliverables identified in each phase and include one (1) hard copy printed deliverable per submittal phase. Any bidding related printing is not included. Originals shall be provided directly to the City for their utilization of their in-house printing services or vendor for required duplication. It is assumed all agency submittals shall be digital and no hardcopy printing will be required. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the City. These taxes and fees are

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30



separate and are not a part of LPA's reimbursable allowance.

- 8.10 GEOTECHNICAL ENGINEERING:** Geotechnical engineering is the responsibility of the City of Rancho Cordova. LPA will not contract directly with a Geotech, but their services are necessary for the project. LPA will facilitate requirements and communications with the Geotech and assist with defining the requirements for the Geotechnical Services and the City's preparation of an RFP, but it will be the responsibility of the City to hire them directly.
- 8.11 ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the City shall be identified as such and billed at an hourly rate, unless a detailed additional services proposal is requested.
- 8.12 FEES:** The City shall pay all government fees, permits, assessments, etc. including permit fees, agency plan check fees, DSA submittal fees, documentation fees, and any other required fee.
- 8.13 SPECIAL MEETINGS:** Necessary preparation time and attendance at public hearings or agency meetings by LPA, INC not mentioned in this Scope of Services proposal are subject to additional services.
- 8.14 CITY STREET AND UTILITY IMPROVEMENT EXCLUSIONS:** Except as specifically described in the scope of work, additional improvements to adjacent city streets, frontage and City utilities are excluded. Other than a power and sewer easement along the shared property line, no other known utility or property easements are within our project and additional costs to design around additional such easements have not been anticipated nor the coordination between utility purveyors or landowners. LPA will work with the City to assist in sending out City Standard Utility Notice Letters "A", "B", and "C" in the early stage of the project. Redesign as may be required because of unknown utilities may constitute additional design services and fees.
- 8.15 OFF-SITE:** Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the limits of the project to serve the proposed construction. No studies of utilities beyond the limit of the site are included. No other offsite improvements, with the exception of improvements at the intersection of Zinfandel Drive and Cordova

Lane such as flashing beacons, pavement striping, concrete islands, and pavement enhancements is included. LPA shall include in the ROM Cost Estimate, a line item option that indicates the anticipated cost for undergrounding the existing overhead power lines along the common property line of Ahlstrom Park and the FCUSD property. If the City wishes to pursue this engineering item, LPA will develop and submit an additional services option to add the Utility Consultant to coordinate and engineer this optional service. The services of a traffic engineering consultant are not included. Hydrology studies, hydraulic information, feasibility studies, or capacity studies of on-site or off-site utilities are excluded.

- 8.16 RECORD DRAWINGS:** Information is to be provided by the Contractor. Project documents will require As-Built drawings to be prepared by the GC and handed over to LPA. Those drawings will serve as the basis for generation of Record Drawings and will be reviewed by LPA. Any additional notes or comments will be appended to the set of plans and will then be certified by the project team as the Record Drawings. Digital copies of the Record Drawings will be filed with DSA for the FCUSD site, and digital and one set each paper copies shall be submitted to the City, CRPD, and FCUSD for all improvements constructed as part of the project.
- 8.17 FIELD SURVEY STAKING:** Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
- 8.18 MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
- 8.19 DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project.
- 8.20 PRELIMINARY SCHEDULE:** The tasks below summarize the anticipated preliminary schedule for the duration of the project.

SCOPE OF WORK

CITY OF RANCHO CORDOVA
SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
COMBINED FULL SCOPE
11/10/2020
LPA, INC.
PROJECT# 16010.30



1. Concept Design	12/20 to 2/21
2. Schematic Design	2/21 to 5/21
3. Design Development	6/21 to 8/21
4. Construction Documents	9/21 to 11/21
5. Agency Approvals*	12/21 to 3/22
6. Bidding	4/22 to 5/22
7. Construction Contract Observation	6/22 to 11/22

***Subject to Division of State Architect review schedules that can sometimes be variable**

8.20 SITE CONDITIONS: Hydrology studies (including tributary areas), hydraulic information, feasibility studies, or capacity studies of on-site or off-site utilities are excluded. We will include documentation to support Low Impact Design features. Utility replacement and upgrade of underground facilities on public streets or on-site beyond the limits of work is not included. Soil toxicity studies or investigation is not included; we assume that we will utilize existing investigation data, reports and materials and that no new sub consulting work will be needed to comply with the requirements. Monitoring or inspection services are not included. Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted is not included. Traffic engineering or studies, environmental, DTSC, geohazard studies/reports, abatement or mitigation is not included. Off-Site Improvements, profiles, modifications, studies, or relocations are not included (other than what is specifically noted).

8.21 Any item not specifically noted as included in the Scope of Services shall be provided as additional services to the base contract/fee.

9 – PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. The total dollar amount is an estimated fee based on a percentage of the assumed conceptual construction cost, as noted in the schedule below, of up to Seven Million Dollars (\$7,000,000) including all bid alternates, overhead, markups and related costs. At the conclusion of Schematic Design, the fee will be adjusted, based on a cost estimate prepared by LPA and representative of all work designed and/or to be performed. If the construction cost estimate reflects a estimated cost in excess of the initial Seven Million Dollars (\$7,000,000), LPA's fee shall be adjusted up for all phases included in this Scope of Services, based on 8.5% of Construction Value. The Construction Value will be inclusive of all contractor markups, general conditions

and related costs as well the highest value of any bid alternates documented. In the event the City elects to de-scope or value engineer the project, or if the City elects not to accept any alternates, LPA will be compensated for all work documented based on the referenced cost estimate for the phases completed. If the City reduces the construction budget of the project, the remaining design phases subsequent to the downsizing of the project shall be adjusted according to the following sliding scale:

Budget Range	Fee Basis
Up to \$2.99M	12%
\$3M to \$4.99M	11%
\$5M to \$5.99M	10.5%
\$6M to \$6.5M	9.5%
\$6.5M and above	8.5%

At the end of Schematic Design, LPA's fee will be a "Not to Exceed" lump sump fee based on these Scope of Services and will be billed based on a percentage of completion. The fee will not be subsequently adjusted, except as noted in this Scope of Services and owner generated changes, changes in scope, value engineering beyond those noted or any adjustment in the scope of services.

The below fees are fixed not-to-exceed amounts by phase, except for services provided beyond the scope described above, for example work beyond the project limits, scope changes after approval, etc. For the purposes of additional services that may be requested, LPA hourly professional labor rates per position for 2020 are attached and are subject to annual increases.

Concept Phase:	\$29,750
SD Phase:	\$71,400
DD Phase:	\$101,150
CD Phase:	\$148,750
Agency/DSA Review Phase:	\$59,500
Bidding/Negotiation Phase, City Project	\$14,875
Bidding/Negotiation Phase, School Project	\$14,875
CCAS Phase City Project:	\$77,350
CCAS Phase: School District Project:	\$77,350
TOTAL	\$595,000
Reimbursable Expenses	Included

Multiple Phases Design/Coordination Fee:

As referenced above in section 8.02, following fee indicates the estimated additional effort that will be required to split the project into multiple plan sets/phases as may become necessary during the multi-agency discussions of the project. Work includes providing multiple project documentation, scheduling, administration, bidding, construction observation and project closeout procedures:

Fee	\$50,000
TOTAL PROPOSED COMPENSATION:	\$645,000

SCOPE OF WORK

CITY OF RANCHO CORDOVA
 SCOPE OF SERVICES PROPOSAL | RANCHO CORDOVA LITTLE LEAGUE –
 COMBINED FULL SCOPE
 11/10/2020
 LPA, INC.
 PROJECT# 16010.30

**10 – PROPOSED CONSULTANT / DISCIPLINES**

Landscape Architecture:	LPA
Civil Engineering:	LPA
Electrical Engineering:	LPA
Architecture	LPA
Cost Estimating:	HL Construction Mgt.
Irrigation:	Russ Mitchell Associates

Note: LPA will not be providing Plumbing, Mechanical Engineering, Interiors or building Structural Engineering services as part of this Scope of Services Proposal.

LPA's Scope of Service Proposal is based on the Attached Preliminary SOS Schedule in Section 8 and our 2020 billing rates shown below.

BASIC HOURLY RATES

Principal	\$265.00
Director	\$240.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Manager	\$155.00
Design Coordinator I	\$135.00
Senior Specialist	\$125.00
Designer III	\$125.00
Specialist III	\$105.00
Designer II	\$110.00
Specialist II	\$95.00
Designer I	\$100.00
Specialist I	\$85.00
Intern	\$75.00

NOTE: These rates became effective January 1, 2020 and are subject to change annually.

Site Location



Rancho Cordova Little League Renovation

December 21, 2020



Presentation Goals:

- Present previous approvals, existing conditions and background.
- Request Council approval of a contract with LPA, Inc. in the amount of \$645,000 to proceed with detailed design.

Previous Approvals:

- On January 21 staff presented a conceptual plan to City Council.
- On June 15, 2020 City Council approved Resolution 64-2020 which included an allocation of \$1,000,000 through Community Enhancement Fund for design, outreach, consulting and renovation of one field.



Ahlstrom Park



- Rancho Cordova Little League Established 1956
- Moved to Ahlstrom in 1960's
- CRPD and FCUSD property
- Worn infrastructure
- Limited parking

ITEM 14.1. Little League Renovation Concept

ATTACHMENT 4

- Renovate fields
- New fencing, backstops, bleachers and batting cages
- Entryway
- Plaza
- Concession stand with restrooms
- Parking options
- Estimated \$7.5 M



Staff Recommendation:

- Authorize the City Manager to execute a contract with LPA Inc. in an amount not to exceed \$645,000 for design of the Little League Renovation Project.

Next steps:

- Commence detailed design and community outreach.
- Staff will return to Council with updated design concept and phasing options.
- Construction 2022.

MEMORANDUM



ITEM 14.2.

DATE: December 21, 2020

TO: Honorable Mayor and Council Members

FROM: Adam Lindgren, City Attorney
Trevor Taniguchi, Deputy City Attorney

SUBJECT: **A RESOLUTION ESTABLISHING CAMPAIGN CONTRIBUTION LIMITS FOR THE ELECTIVE OFFICES OF THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will establish campaign contribution limits for the elective offices of the City of Rancho Cordova.

BACKGROUND

In 2019, the state enacted new legislation (AB 571, Mullin), which will impose default campaign contribution limit restrictions on city and county elective office campaigns effective January 1, 2021. The default campaign contribution limits are the limits currently applicable to candidates for state Senate and Assembly offices, as those limits are adjusted by the California Fair Political Practices Commission (FPPC).

The law also permits a city or county to opt-out of the default campaign contribution limits by adopting its own campaign contribution limits, which includes the option of having no limitations on campaign contributions. If a city or county adopts its own campaign contribution limits, the FPPC is not required to administer or enforce the local jurisdiction's campaign contribution limits. If Rancho Cordova adopts its own limits, the City would have to investigate and enforce any complaints regarding violations either itself or under a contract with the FPPC.

For 2021-2022, campaign contribution limits for state Assembly and Senate offices are \$4,900 per person (individual, business entity, committee/PAC); \$9,700 per Small Contributor Committee (as defined by the FPPC); and no limit on contributions from a political party. These limits are per election.

Based on previous Council direction and desire to retain local control over City elections, staff have prepared a Resolution which permits the Council to establish its own campaign contribution limit, should it choose to do so.

FISCAL IMPACT AND FUNDING SOURCE

If the City takes no action to modify the new state limits, there will be no fiscal impact. If the City adopts a different specific limitation including no limit, the City will incur additional direct staff and attorney costs estimated in the low \$10,000s or the City will contract with the FPPC in an amount that is expected to be higher, but which has not yet been determined.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, ESTABLISHING CAMPAIGN CONTRIBUTION LIMITS FOR THE
ELECTIVE OFFICES OF THE CITY OF RANCHO CORDOVA**

WHEREAS, in 2019, the state through AB 571 (Mullin) enacted legislation that creates default campaign contribution limits for local elective offices; and

WHEREAS, the default campaign contribution limits, are the limits required of candidates for state Assembly and Senate Offices; and

WHEREAS, AB 571 provides the City the option of enacting its own campaign contribution limits, which also includes the option of adopting a "no-limit" campaign contribution amount; and

WHEREAS, absent the City adopting its own campaign contribution limits, it will be subject to the default campaign contribution limits effective January 1, 2021; and

WHEREAS, the City wishes to retain local control over its affairs, to the extent permitted by law, including the ability to regulate campaign contributions for its elective offices; and

WHEREAS, nothing precludes the City from amending its campaign contribution limits at a future date, should it choose to do so.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that there shall be no Campaign Contribution Limit for all elective offices of the City.

BE IT FURTHER RESOLVED, the Campaign Contribution Limit may be amended by a Resolution of the City Council of the City of Rancho Cordova.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of December, 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

ITEM 14.2.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 14.3.

DATE: December 21, 2020
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **APPROVAL OF COUNCIL MEMBER APPOINTMENTS TO REGIONAL
BOARDS, COMMISSIONS, AND COMMITTEES**

RECOMMENDATION

That Council confirms commitments to serve on other agency boards, commissions, and committees.

RESULT OF RECOMMENDED ACTION

The City Council will continue to serve in leadership roles throughout the region. The City Clerk will notify each agency board, commission, or committees of any changes or reappointments and will ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

BACKGROUND

Each year Council Members discuss and determine appointments to serve on various advisory boards in the community to ensure that the City has representation within the region. By discussing and confirming their appointments annually, the members of the Council are committing their time to serve in these important leadership roles.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Council Member Appointments_2021 Proposed

**2021 Proposed - City of Rancho Cordova
Council Member Appointments to Regional Agency Boards, Commissions and Committees**

Agency	2020 Appointment	2021 Appointment
Local Appointments		
Sacramento Homeless Policy Council	Terry	Terry
Capital SouthEast Connector Joint Powers Authority	Sander Alt: Budge	Sander Alt: Budge
Lower American River Conservancy Program Advisory Committee	Terry Alt: Gatewood	Terry Alt: Gatewood
Folsom Lake College/Rancho Cordova Promise Advisory Board	Terry and Abhar	Terry and Abhar
City Selection Committee of Sacramento County	Mayor (or Council Member designee)	Mayor (or Council Member designee)
Greater Sacramento Economic Council	Sander Alt: Abhar	Sander Alt: Abhar
Folsom Lake College Development Council	Abhar/McGarvey	Abhar
Sacramento Area Council of Governments (SACOG)/Capitol Valley Regional SAFE	Sander Alt: Budge	Sander Alt: Budge
Sacramento Area Sewer District (Meets with Regional Sanitation District)	McGarvey Alt: Gatewood	? Alt: Gatewood
Sacramento Regional Sanitation District (Meets with Sacramento Area Sewer District)	McGarvey Alt: Gatewood	? Alt: Gatewood
Sacramento County Criminal Justice Cabinet	Mayor (or designee)	Mayor (or designee)
Sacramento County Human Rights/Fair Housing Commission Governing Board	McGarvey	?
Sacramento Local Agency Formation Commission (LAFCo)	Linda Budge	Linda Budge
Sacramento Metro Cable Television Commission	Gatewood Alt: McGarvey	Gatewood Alt: ?
Sacramento Metropolitan Air Quality Management District (SMAQMD)	Terry Alt: McGarvey	Terry Alt: ?
Sacramento Placerville Transportation Corridor Joint Powers Authority	Sander Alt: Budge	Sander Alt: Budge
Sacramento Public Library Authority Governing Board	Gatewood Alt: Budge	Gatewood Alt: Budge
Sacramento Regional Transit (RT) District Board of Directors	Budge Alt: Sander	Budge Alt: Sander
Sacramento Transportation Authority (STA)	Gatewood Alt: Terry	Gatewood Alt: Terry
Sacramento-Yolo Mosquito & Vector Control District Board	McGarvey Alt: Sander	? Alt: Sander
South Sacramento Habitat Conservation Plan (SSHCP) Elected Advisory Board	Budge/Gatewood Alt: Terry/McGarvey	Budge/Gatewood Alt: Terry/?
2 x 2 Meetings and Subcommittees		
Cordova Recreation and Park District 2x2	Not Active	
Elk Grove Unified School District 2x2	Gatewood, Terry	Gatewood, Terry
Folsom Cordova Unified School District 2x2	Sander, Terry	Sander, Terry
Golden State Water 2x2	Sander, Gatewood	Gatewood, Terry
Sac Metro Fire 2x2	McGarvey, Budge	?, Budge
Sacramento City Unified School District 2x2	Gatewood, Terry	Gatewood, Terry
Sacramento County 2x2	Sander, Gatewood	Gatewood, Terry
SMUD 2x2	Sander, Gatewood	Gatewood, Terry
City of Rancho Cordova Asset Naming Committee		Sander, Budge
City of Rancho Cordova Business Outreach and Assistance Efforts		Gatewood, Sander