

# CITY OF RANCHO CORDOVA



## CITY COUNCIL

Monday, November 05, 2018

5:30 PM – Regular Meeting

## AGENDA

Linda Budge, Mayor

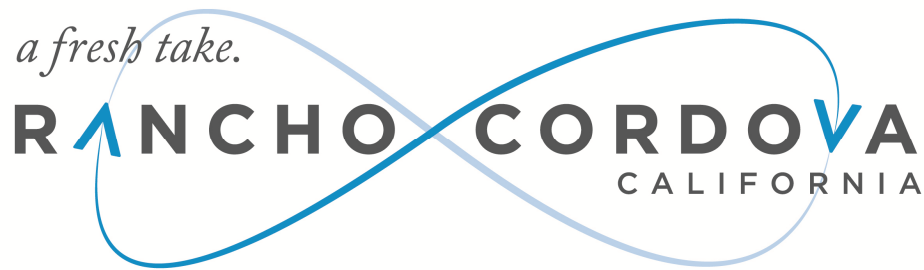
Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Garrett Gatewood, Council Member

Donald Terry, Council Member

# CITY OF RANCHO CORDOVA



## CITY COUNCIL MEETING

City Hall  
2729 Prospect Park Drive, Rancho Cordova

Monday, November 05, 2018

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

## AGENDA

### 1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

### 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

Chaplain Michael Garren from the U.S. Department of Veterans Affairs will give the invocation.

### 5. PRESENTATIONS

- 5.1 Community Enhancement Fund Grant Check Presentations to: 1) Rancho Cordova Police Activities League (PAL), 2) Rancho Cordova Homeless Assistance Resource Team, 3) Sierra Service Project, 4) Whisker Warriors Animal Defense Fund, 5) 916 Ink.
- 5.2 Introduction of New School Principals and Assistant Principals Serving the Rancho Cordova Community.

- 5.3 Cordova Park & Recreation Hagan Pool Replacement Project Update, by District Administrator, Patrick Larkin and District Consultant, LPA, Inc.
- 5.4 New Employee Introductions: Public Works Director Albert Stricker will introduce Public Works Administrative Assistants Dzan Tomlinson and Natasha Erickson. Community Development Director Elizabeth Sparkman will introduce Building Technician Dawn Hendrickson.

## 6. PUBLIC COMMENT

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

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

## 7. COUNCIL REPORTS

## 8. CITY MANAGER'S REPORT

## 9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Adopt Meeting Minutes of October 9, 2018 and October 15, 2018 Regular and Special City Council Meetings.  
**Recommendation:** Adopt Minutes.
- 9.2 **Subject:** An Ordinance Establishing a Special Tax Zone No. 24 for Transit-Related Services for European Parts Depot Project.  
**Recommendation:** Waive the second reading and adopt the Ordinance.  
**Result of Recommended Action:** Adoption of the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area Zone No. 24 and establishing a Special Tax for transit-related services for the European Parts Depot project.  
**Staff Report:** Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.  
**Advances Goal:** 5.
- 9.3 **Subject:** First Amendment to the Development Agreement Relative to Anthology at Anatolia.  
**Recommendation:** Waive the second reading and adopt the Ordinance.  
**Result of Recommended Action:** Adoption of the Ordinance would approve a First Amendment to the Development Agreement relative to the Anthology at Anatolia residential project to adjust the park development and park renovation fees to current rates and extend the agreement term to December 31, 2028.  
**Staff Report:** Elizabeth Sparkman, Community Development Director.  
**Advances Goals:** 1, 2, and 5.

- 9.4 **Subject:** Ordinances Amending Title 16 Building and Construction and Title 22 Land Development of the Rancho Cordova Municipal Code Related to the South Sacramento Habitat Conservation Plan (SSHCP).  
**Recommendation:** Waive the second reading and adopt:  
1. The Aquatic Protection Ordinance adding Chapter 16.94, Sections 16.94.010 through Section 16.94.110 to Title 16 of the Rancho Cordova Municipal Code  
2. The Fee Ordinance adding Chapter 22.45, Sections 22.45.010 through 22.45.201 to Title 22 of the Rancho Cordova Municipal Code.  
**Result of Recommended Action:** Adoption of the SSHCP and its associated components (including these Ordinances) by all Plan Permittees, and the South Sacramento Conservation Agency (SSCA), will set the stage for issuance of the Incidental Take Permit (ITP) by the United States Fish and Wildlife Service (USFWS).  
**Staff Report:** Elizabeth Sparkman, Community Development Director and Darcy Goulart, Planning Manager.  
**Advances Goals:** 1, 2, and 5.
- 9.5 **Subject:** A Resolution Accepting a Tobacco Law Enforcement Grant from the State of California Department of Justice (DOJ) in the amount of \$42,468 and Authorizing City Manager to Execute a Grant Agreement.  
**Recommendation:** Adopt Resolution.  
**Result of Recommended Action:** The Rancho Cordova Police Department will accept \$42,468 in grant money from the Tobacco Law Enforcement Grant Program administered by DOJ to undertake education and enforcement of tobacco laws with a focus on general enforcement at on-sale and off-sale problem establishments.  
**Staff Report:** Chris Pittman, Chief of Police.  
**Advances Goals:** 1 and 2.
- 9.6 **Subject:** A Resolution Approving the Final Map For Douglas 98 Phase 1, Subdivision No. FM-2018-004-02 and Execution of the Subdivision Improvement Agreement  
**Recommendation:** Adopt the Resolution.  
**Result of Recommended Action:** Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 194-2018 (Attachment 2) guaranteeing the construction of public roads and utilities with Woodside 05N, LP and the recording of the final subdivision map for Douglas 98 Phase 1, creating 230 new residentially zoned lots, 2 park sites and 7 paseo lots located south of Douglas Road and west of Grant Line Road.  
**Staff Report:** Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.  
**Advances Goals:** 1 and 2.
- 9.7 **Subject:** Treasurer's Report - September 30, 2018.  
**Recommendation:** This report is informational only. It is recommended that the City Council receive and file the September 30, 2018 Treasurer's Report.  
**Result of Recommended Action:** The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the second quarter of this calendar year, ending September 30, 2018, and is in compliance with the State's reporting requirements.  
**Staff Report:** Kim Juran-Karageorgiou, Administrative Services Director.  
**Advances Goals:** 4.

## 10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** An Ordinance Amending Chapter 17.04 of the Rancho Cordova Municipal Code Relating to the Adoption of the State Fire Code with Local Amendments.  
**Recommendation:** Waive the second reading and adopt the Ordinance.  
**Result of Recommended Action:** Adoption of amendments to the State Fire Code, as determined by the Fire Marshall of the Sacramento Metropolitan Fire District, and the Building Official of the City Building & Safety Division. These amendments are determined to be necessary to provide specialized service to the citizens of Rancho Cordova.  
**Staff Report:** Joseph Cuffe, City Building Official.  
**Advances Goals:** 2 and 5.

## 11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing for Financing of San Juan Soccer Club Improvements.  
**Recommendation:** That the City Council conduct a TEFRA hearing and adopt the attached Resolution approving the issuance, by the California Municipal Finance Authority ("CMFA"), of a Tax-Exempt Loan for the San Juan Soccer Club ("Club" or "Borrower") in an aggregate principal amount not to exceed \$4,300,000 for the purpose of financing and refinancing the acquisition, construction, improvement and equipping of various educational and administrative facilities.  
**Result of Recommended Action:** CMFA will issue a tax-exempt loan (not to exceed \$4,300,000) on behalf of the Club.  
**Staff Report:** Kim Juran-Karageorgiou, Administrative Services Director.

## 12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** 2019 City Council Meeting Schedule.  
**Recommendation:** Adopt the Resolution.  
**Result of Recommended Action:** Confirm the 2019 Rancho Cordova City Council meeting schedule.  
**Staff Report:** Stacy Leitner, City Clerk.  
**Advances Goals:** 1, 3 and 5.
- 12.2 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving a 5% Performance Incentive Payment and An Amended and Restated Employment Agreement Between the City and Cyrus Abhar for Service as City Manager and a Resolution of the City Council of the City of Rancho Cordova Approving the Amended Full Time Employee Salary Schedule.  
**Recommendation:** 1) Adopt a Resolution, approving: i) a 5% performance incentive payment, ii) an Amended and Restated Employment Agreement with City Manager, Cyrus Abhar, increasing his annual salary by 5% to \$258,152.33 and iii) the City Manager salary schedule; and 2) Adopt a Resolution approving the amended full time employee salary schedule.  
**Result of Recommended Action:** Adoption of the first Resolution will authorize the Mayor to execute the Amended and Restated Employment Agreement ("Agreement") with City Manager, Cyrus Abhar, establishing terms and conditions of his employment; authorize payment of the 5% performance incentive payment; and also adopt the City

Manager salary schedule based on the amended contract. Adoption of the second Resolution will implement the changes to the full time employee salary schedule.

**Staff Report:** Adam Lindgren, City Attorney.

**Advances Goals:** 1, 2, 3, 4, 5 and 6.

**13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**14. ADJOURNMENT**

## ADDITIONAL INFORMATION

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

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at [www.cityofranchocordova.org](http://www.cityofranchocordova.org) on Thursdays or Fridays prior to the Regular City Council Meeting.

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

| <b>UPCOMING MEETINGS</b> |                                                                  |
|--------------------------|------------------------------------------------------------------|
| Monday, November 19      | 5:30 PM Regular Meeting                                          |
| Tuesday, November 27     | 5:30 PM Special Meeting/Work Session                             |
| Monday, December 3       | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |
| Tuesday, December 11     | 5:30 PM Special Meeting/Work Session                             |
| Monday, December 17      | 5:30 PM Regular Meeting                                          |

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

| DEPARTMENTAL GENERAL TELEPHONE NUMBERS                  |                |
|---------------------------------------------------------|----------------|
| Building and Safety Division                            | (916) 851-8760 |
| City Attorney's Office                                  | (916) 556-1531 |
| City Clerk's Department                                 | (916) 851-8720 |
| City Manager's Office                                   | (916) 851-8800 |
| Communications Department                               | (916) 851-8791 |
| Economic Development Department                         | (916) 851-8780 |
| Finance Department                                      | (916) 851-8730 |
| Housing Division                                        | (916) 851-8784 |
| Human Resources Department                              | (916) 851-8740 |
| IT Department                                           | (916) 851-8700 |
| Neighborhood Services – Animal Services                 | (916) 851-8770 |
| Parks & Recreation (Cordova Recreation & Park District) | (916) 362-1841 |
| Planning Department                                     | (916) 851-8750 |
| Public Works Department                                 | (916) 851-8710 |
| Rancho Cordova Police Department                        | (916) 875-9600 |
| Redevelopment Department                                | (916) 851-8780 |
| Sac Metro Fire District                                 | (916) 859-4300 |

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

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

#### CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 05, 2018 Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 1, 2018 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](http://www.cityofranhocordova.org).

Signed November 1, 2018 at Rancho Cordova, California.



Stacy Leitner, City Clerk

# Cordova Community Pool Replacement

Cordova Recreation and Park District

Rancho Cordova City Council

November 5, 2018

LPA

- Fall 2017** LPA hired by CRPD
- Jan. 2018** Initial Conceptual Design
- Feb. 2018** Public Community Meeting #1
- May 2018** City Council Meeting
- May 2018** CRPD Board Meeting
- Aug. 2018** Schematic Design
- Oct. 2018** Design Development
- Oct. 2018** CRPD Board Meeting
- Oct. 2018** Public Community Meeting #2
-  **City Council Meeting**



AGENDA ITEM 5.3

existing facility





# Initial Concept

**SERVICE ACCESS**

**NEW POOL BUILDING**

Approx. 3,000 sf  
Lockers, restrooms,  
and pool equipment

**MAIN ENTRANCE**

New stairs and ramp.  
Fencing and minimal  
retaining walls

(E) BUILDING  
Maintain as-is.

(E) BUILDING  
Maintain as-is.

(E) BUILDING  
Maintain as-is.

(E) BUILDINGS  
Maintain as-is.

**OVERFLOW ENTRY**

**LAP POOL**  
8 lanes (6 deep)  
1m diving board

**PERIMETER FENCING**  
New perimeter fencing

**LIGHT PLANTING**  
Backfill existing diving pool,  
demo deck, and replace with  
light planting (by CRPD).

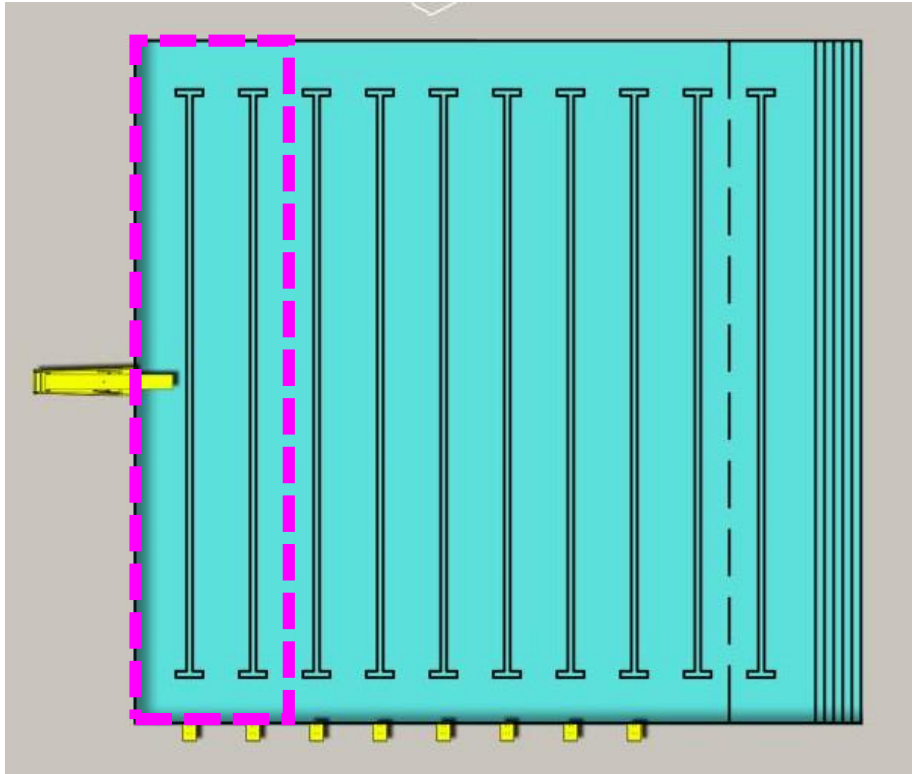
- Feb 2018**
- Is it possible to have two pools
  - 10 lanes minimum in the pool
  - Accommodate 1m diving and water polo
  - Don't forget about recreation / pool area for young children
  - Maintain legacy of the place
  - CRPD should involve city and local businesses
  - Zero entry pool for increased access
  - Bike access and storage
  - Area for cabanas and bleachers
  - Multiuse programs in the pool
  - Share use with high school

- Oct 2018**
- Covered seating area for competitive pool?
  - Swimming lessons for different age groups
  - Emergency vehicles access?
  - What will happen to existing pool buildings?
  - Upgrade to concessions? food trucks?
  - Is it intended to use the back parking of the park to access?
  - Are you partnering with SMUD for rebates?
  - How often will the high school use the pool?
  - Play features: Pirate ship, fish, water umbrella, fun factor, interactive, no sliding or climbing.



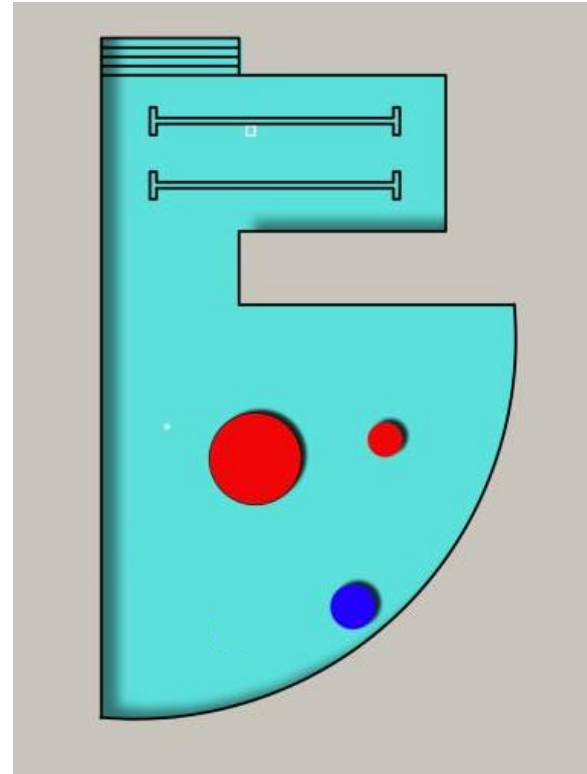
## **Increased Funding / Project Enhancements**

**City of Rancho Cordova \$3.4 Million Donation**



### TWO ADDITIONAL DEEP WATER LANES

8 deep water lanes  
2 warm-up/cool-down lanes  
10 lanes total

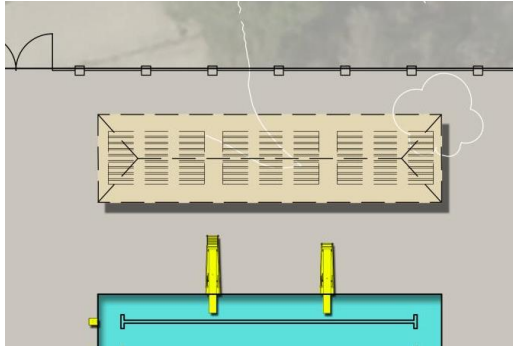


### RECREATION POOL W/ ENHANCED PLAY FEATURES

Additional rec pool and enhanced spray water play features.

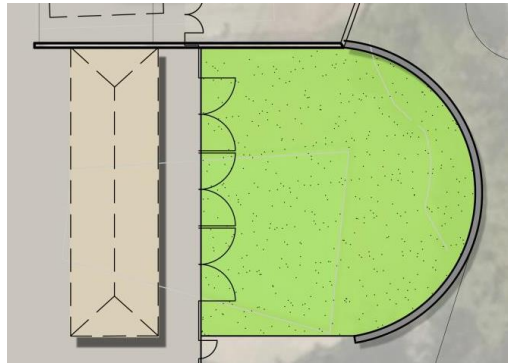
### EXTERIOR NIGHT LIGHT

Security exterior light poles for both pool areas and infrastructure for competition lighting.



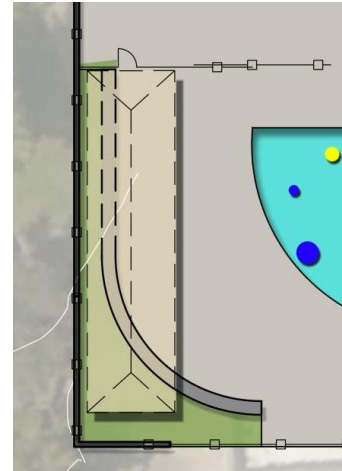
### SHADE CANOPY

Approx. 1200 sf shade structure with aluminum bleachers beneath. From \$75,000 to \$200,000 approx.



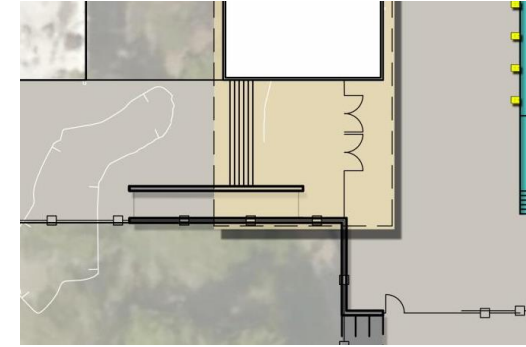
### SHADED OVERFLOW

Shade structure and turf lawn outside of gates that can be utilized as overflow. \$230,000 approx.



### SHADED SEATING

Concrete seating at edge of site. \$200,000 approx.



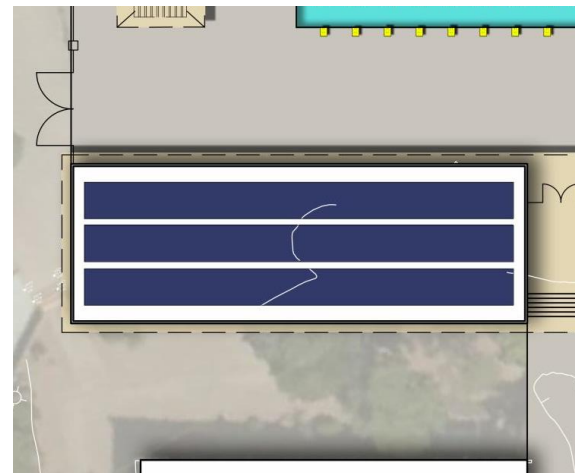
### COVERED ENTRANCE

Extend building roof over entry to create a shaded entrance. \$150,000 approx.



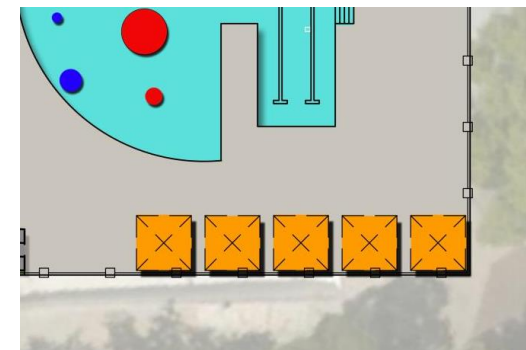
### INVERT TO STORAGE

Convert the interiors and convert existing buildings to pool storage. \$100,000 approx.



### PHOTOVOLTAIC PANELS

On new building roof. \$170,000 approx.



### CABANAS

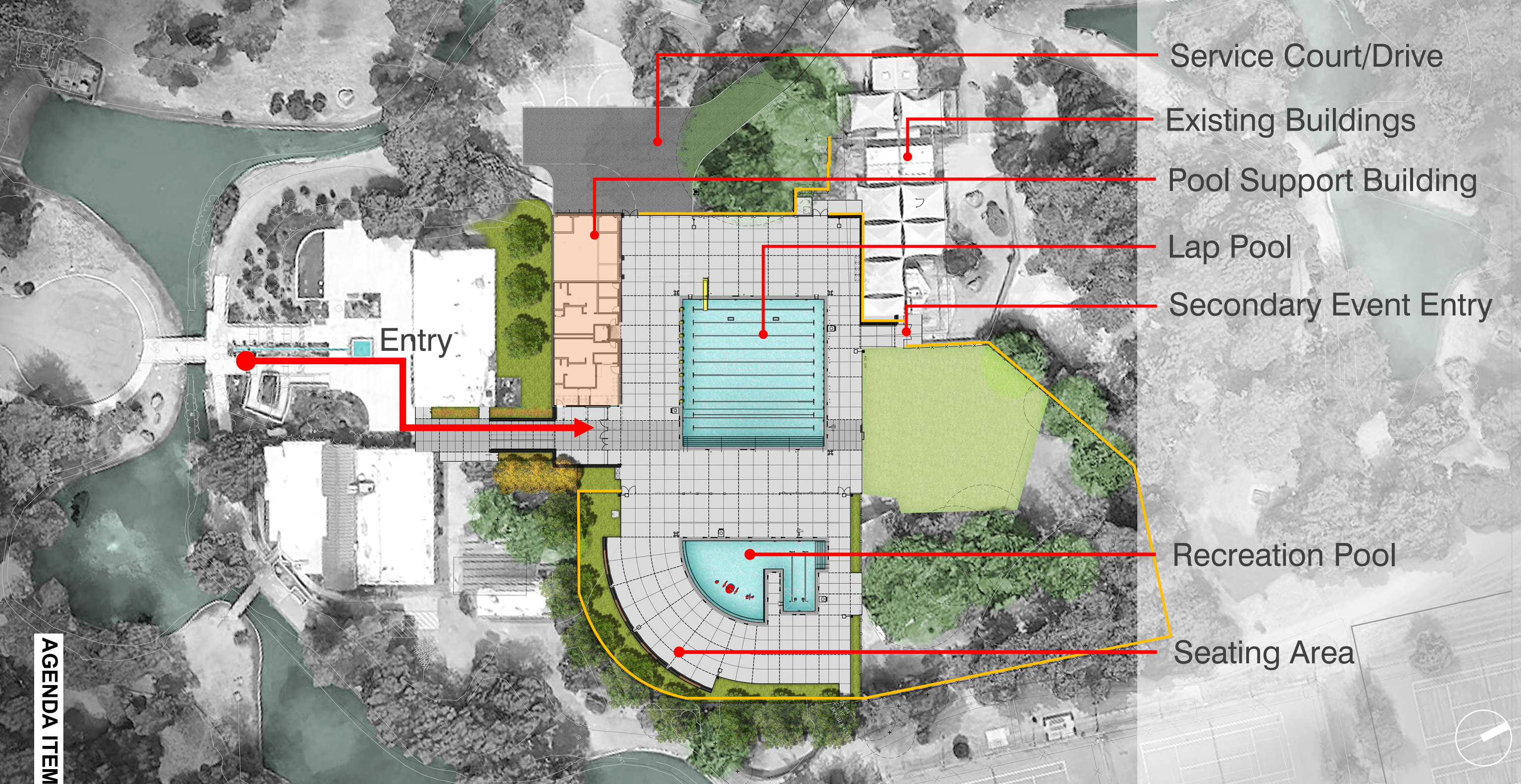
Small permanent shade structures / cabanas (2 to 4 units approx.). From \$50,000 to \$100,000 approx.

## **May 2018** Approved Enhancements

1. Expanded lap pool w/ 2 additional deep water lanes  
2 shallow lanes  
8 deep water lanes  
10 total lanes
2. Recreational pool w/ enhanced play equipment
3. Exterior pedestrian lighting w/ infrastructure for future competition lighting



# Current Project



Service Court/Drive

Existing Buildings

Pool Support Building

Lap Pool

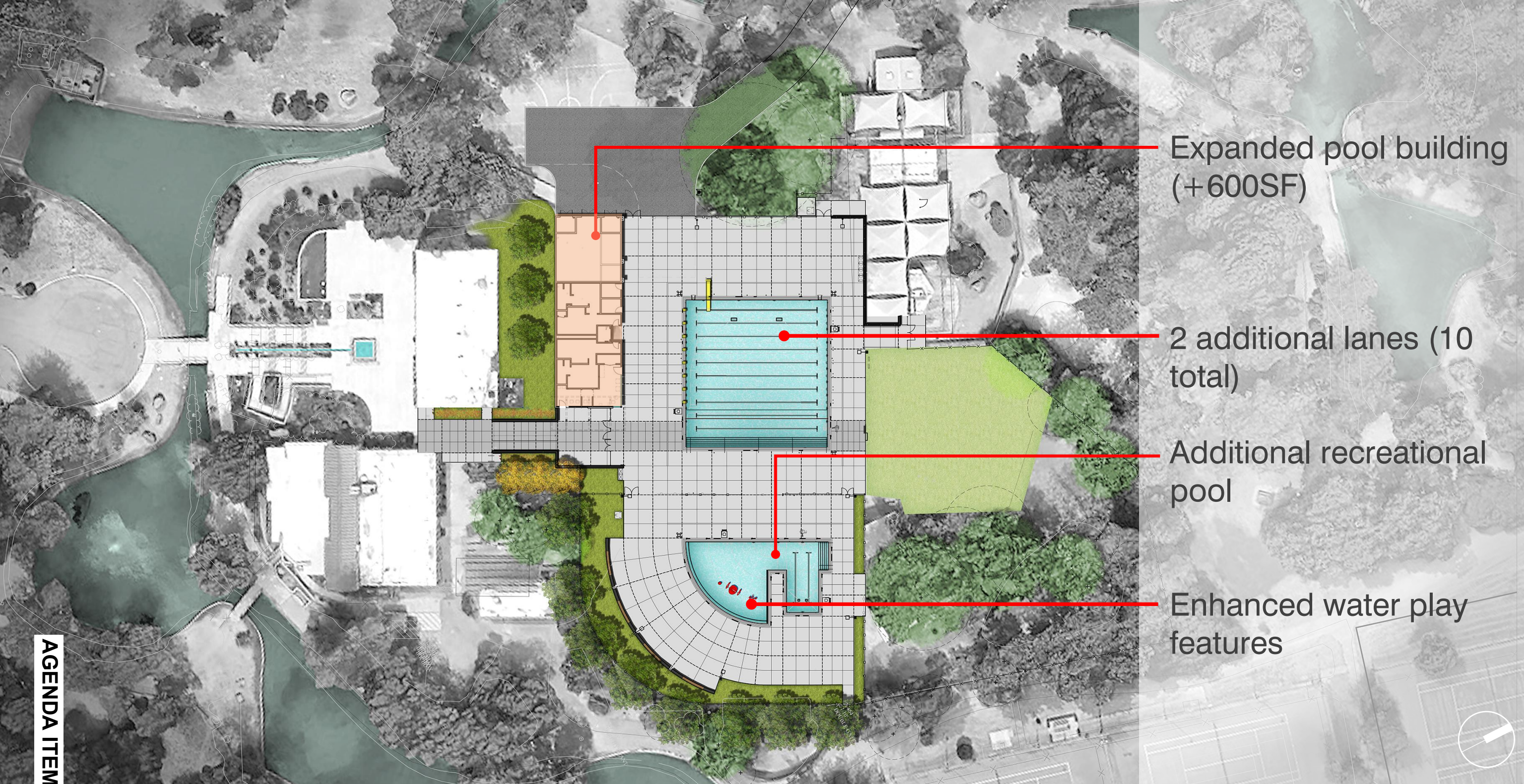
Secondary Event Entry

Entry

Recreation Pool

Seating Area

AGENDA ITEM 5.3



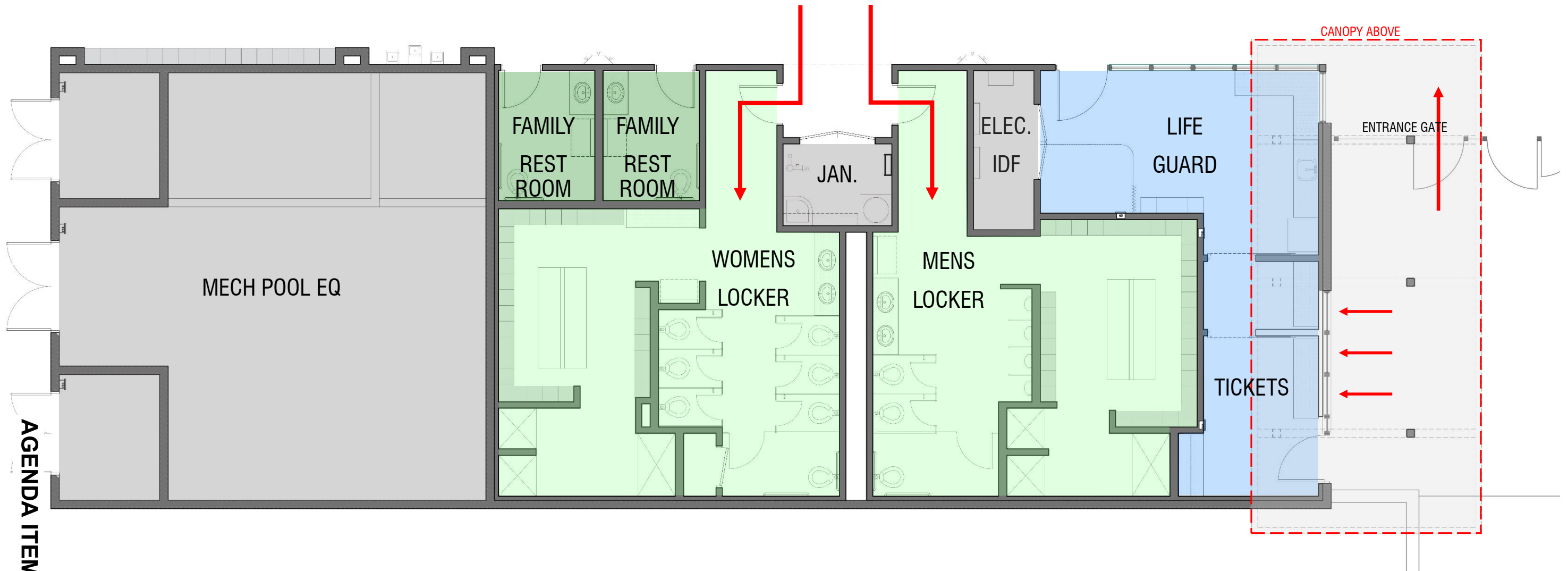
Expanded pool building  
(+600SF)

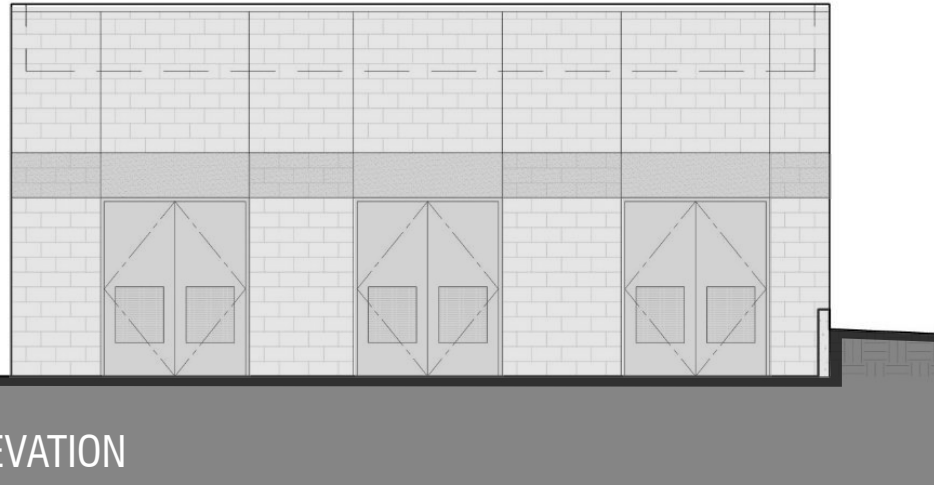
2 additional lanes (10  
total)

Additional recreational  
pool

Enhanced water play  
features



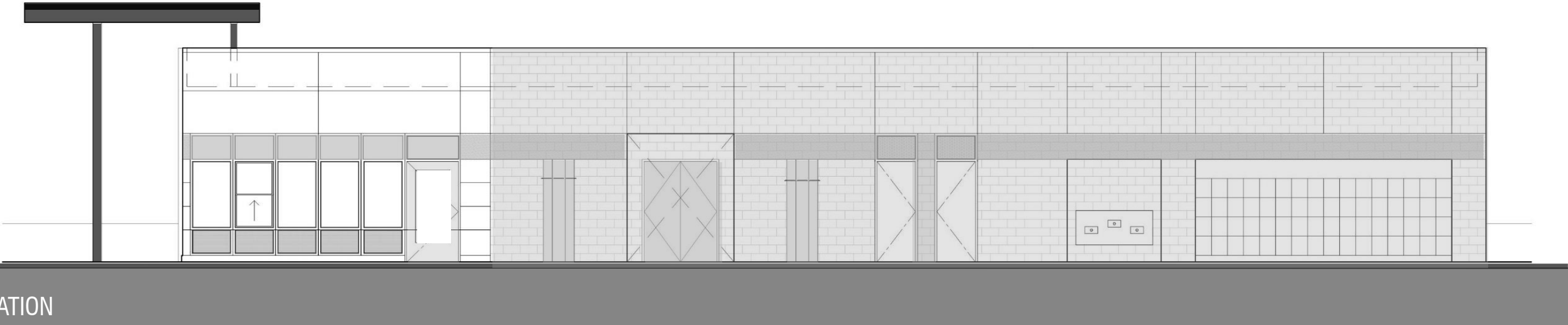




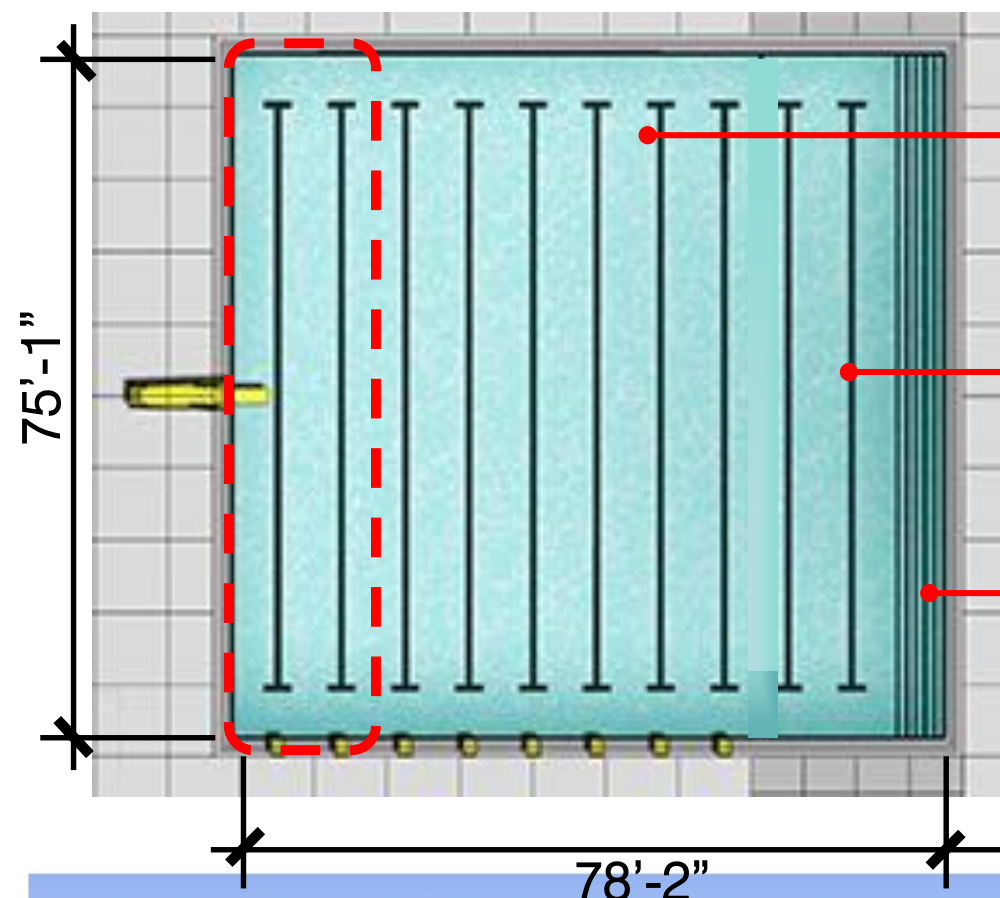
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



### DEEP WATER

Depths from 4'-6" to 12'-3"  
Approx. 5,000 sf

### SHALLOW WATER

Depths from 3'-6" to 4'-6"  
Approx. 1,000 sf

### POOL STAIRS

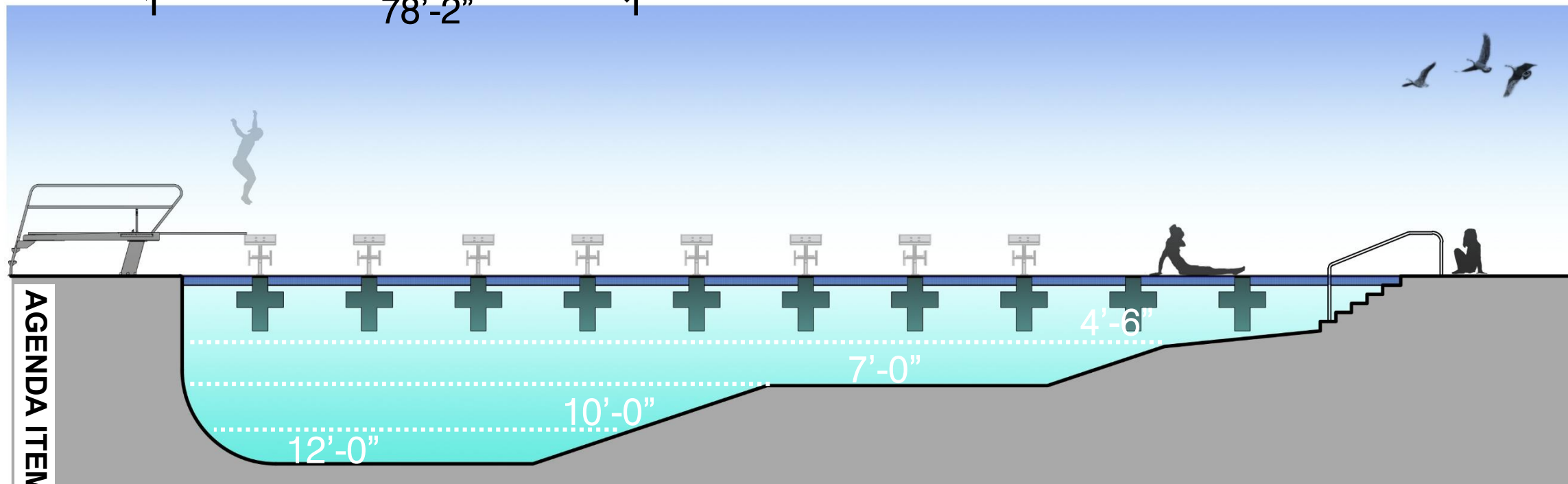
Depths from 0" to 3'-6"  
Full length of pool

### DETAILS

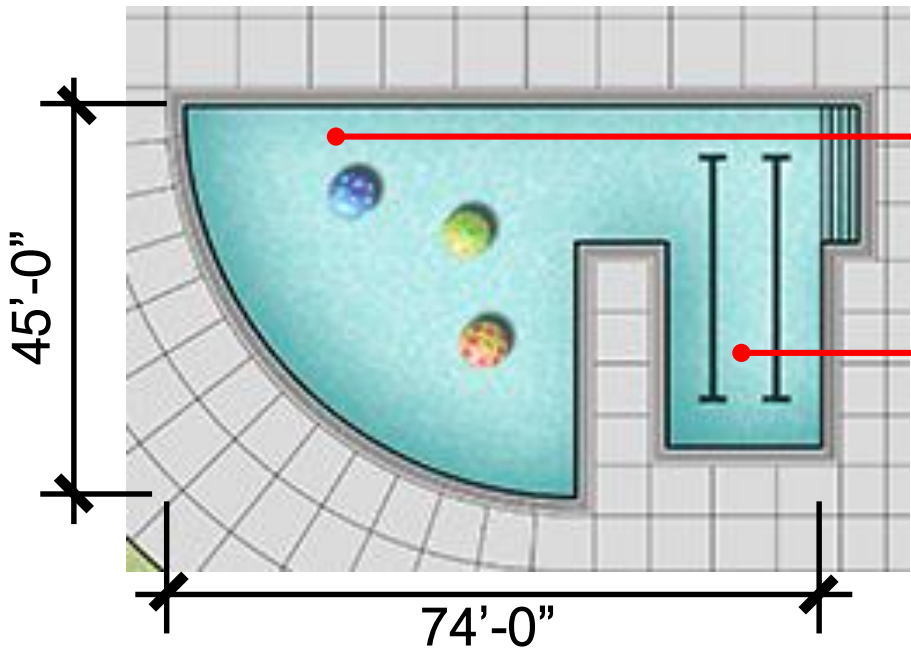
- 1M Diving Board
- 8 Deep Water Swimming Lanes
- 2 Warm-Up / Cool-Down Lanes

### PROGRAMS

- Swim team practice
- Swim meets
- Water polo practice
- Water polo games
- Synchronized swimming
- Lap swimming
- Recreation swimming
- Learn-to-swim
- Water fitness classes
- Scuba lessons
- Stand-up paddle board yoga
- Battle ship
- Floating obstacle course
- Water basketball
- Water volleyball



AGENDA ITEM 5.3



### WADING AREA

Depths from 0" to 2'-0"  
Approx. 1,700 sf

### LAP SWIM

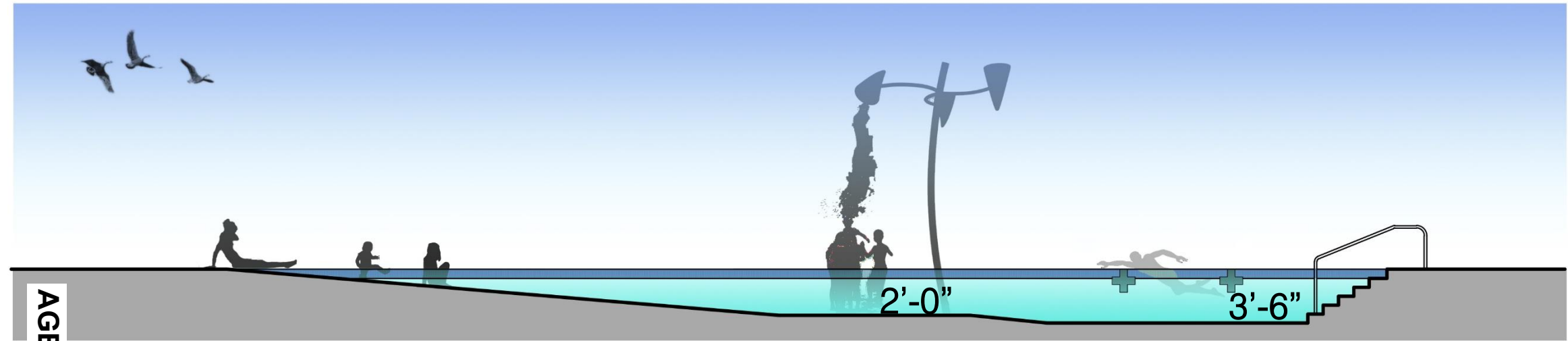
Depth at 3'-6"  
Approx. 700 sf  
12.5 yd. length

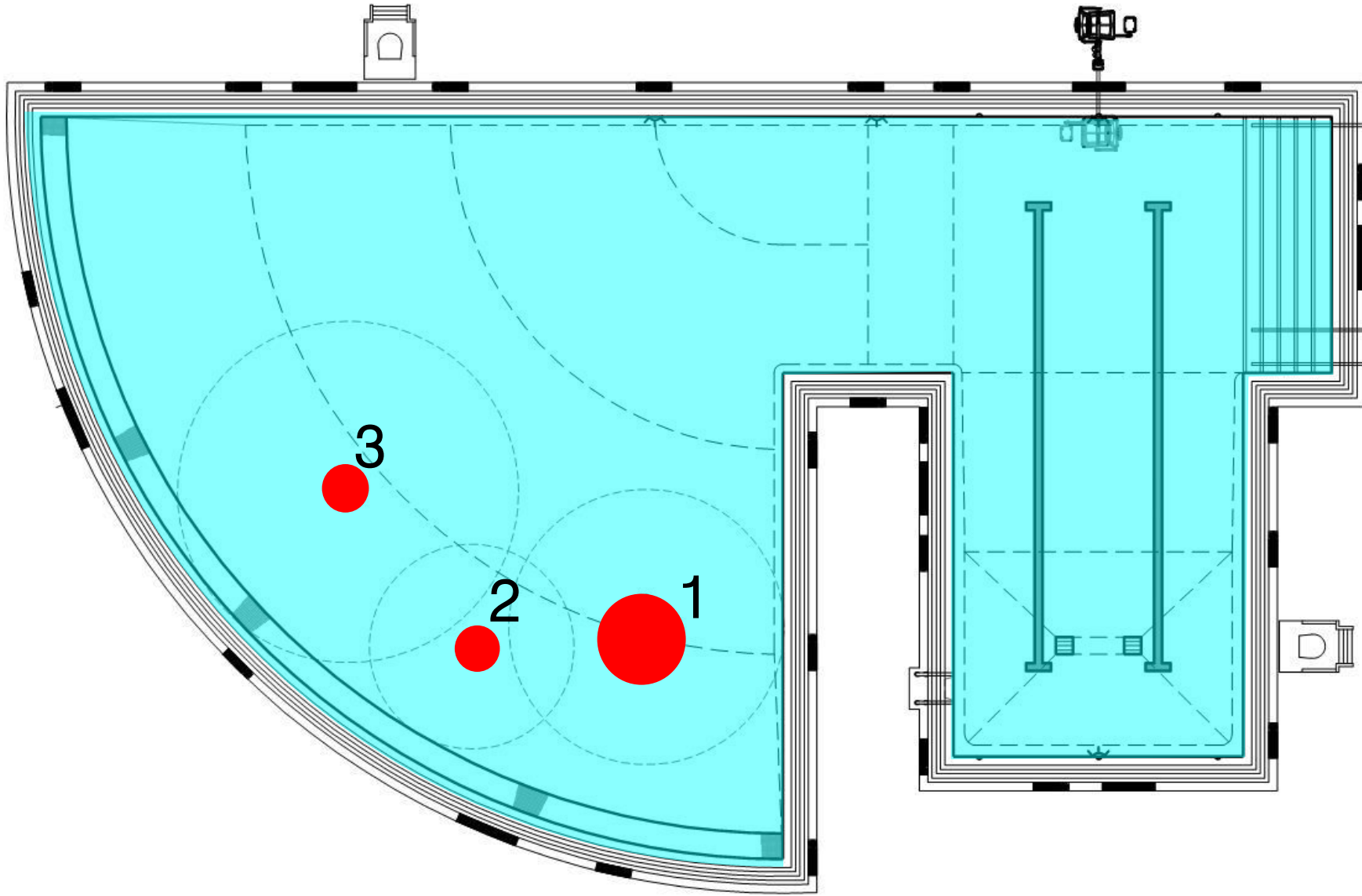
### DETAILS

- 2 half-length shallow lanes
- Zero entry wading pool
- Multiple water play features

### PROGRAMS

- Recreation swim
- Introduction to water
- Mommy and me classes
- Warm water classes
- Summer camps
- Birthday party rentals
- Water basketball
- Water volleyball
- Fitness classes
- Adaptive Learning





recreational pool





AGENDA ITEM 5.3



AGENDA ITEM 5.3



themed water play features



## Next Steps

## next steps

**Spring 2019** Documentation

**Fall 2019** Estimated Ground Breaking

**Spring 2021** Estimated Grand Opening

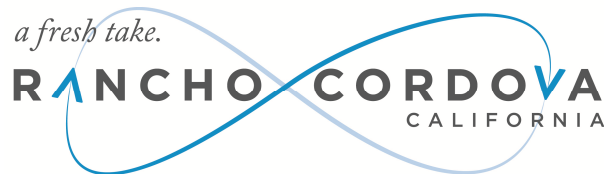
# *thank you*

*Changing Lives by Design.*



**LPA**





## **CITY COUNCIL MEETING**

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

**Tuesday, October 09, 2018**

**5:30 PM – Special Meeting  
Titan Room**

## **DRAFT MINUTES**

### **1. CLOSED SESSION - CALL TO ORDER/ROLL CALL**

Mayor Budge called the Special meeting to order in the Titan Room at 5:45 PM.

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

Council Members Absent: None.

Staff Members Present: Abhar and Lindgren.

### **2. PUBLIC COMMENT**

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

### **3. CLOSED SESSION**

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

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:** Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(two cases).

### **4. OPEN SESSION - REPORT FROM CLOSED SESSION**

**Public Employee Performance Evaluation Item:** The City Council conducted and concluded the City Manager's performance evaluation. The Council reports that the City of Rancho Cordova has a high functioning team led by a high functioning City Manager.

**Conference with Legal Counsel:** No action to report.

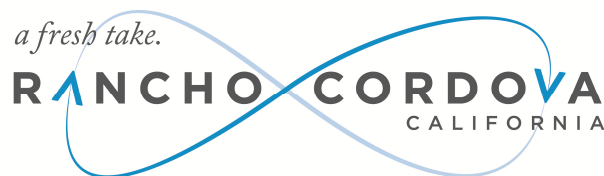
## **5. ADJOURNMENT**

Mayor Budge adjourned the meeting at 8:20 PM.



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Stacy Leitner, City Clerk



## **CITY COUNCIL MEETING**

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

**Monday, October 15, 2018**

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

## **DRAFT MINUTES**

### **1. REGULAR MEETING - CALL TO ORDER / ROLL CALL**

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chamber at 5:38 PM.

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

Council Members Absent: None.

Staff Members Present: Abhar, Carr, Cowles, Delaney, Goulart, Huber, Kniestedt, Leitner, Lindgren, Pittman, Schelldorf, Sosa, Sparkman, Stricker, Weber.

### **2. METRO CABLE TV TELEVISION ANNOUNCEMENT**

The City Clerk read the meetings recordings and playback schedules.

### **3. PLEDGE OF ALLEGIANCE**

Dr. Sarah Koligian, Superintendent of the Folsom Unified School District led the pledge.

### **4. INVOCATION**

Principal Amy Hale and Student Government President Charles Sander from St. John Vianney gave the invocation.

### **5. PRESENTATIONS**

- 5.2 Proclamation recognizing Datacate for receiving Sacramento County's Sustainable

Business Award.

5.3 Recognition of Council Member Gatewood's Birthday.

5.1 Introduction of New School Principals and Assistant Principals Serving the Rancho Cordova Community.

## 6. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following people addressed the Council:

1. Helen Fredericks
2. Anil Kondakrindi

Mayor Budge closed the public comment period.

## 7. COUNCIL REPORTS

Council reported on events since the last meeting.

## 8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

## 9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

**ACTION:** Motion to approve items 9.1 through 9.3 and 9.5 through 9.6 by Terry second by Gatewood; Motion passed with a 5:0 vote.

9.1 **Subject:** Adopt Meeting Minutes of October 1, 2018 Regular and Special City Council Meetings.

**Recommendation:** Adopt Minutes.

9.2 **Subject:** Second Reading of an Ordinance of the City of Rancho Cordova Levying a Special Tax Within the City of Rancho Cordova Grantline 208 Community Facilities District 2018-1.

**Recommendation:** Waive the second reading and adopt the Ordinance.

**Result of Recommended Action:** Adoption of this Ordinance will allow the levy of a special tax within City of Rancho Cordova Grantline 208 Community Facilities District 2018-1 (the "CFD"), and, in each year hereafter, the process of determining the special taxes and processing the collection is done administratively by the Administrative Services Director (or a consultant) with no further Council action being needed.

**Staff Report:** Michelle Mingay, Senior Finance Analyst.

**Advances Goal:** 5.

9.3 **Subject:** Records and Information Management - Retention Schedule Update.

**Recommendation:** Adopt a Resolution approving updates to the City of Rancho Cordova City-Wide Records Retention Schedule.

**Result of Recommended Action:** Adoption of a new Retention Schedule will enable City Staff to facilitate the appropriate and efficient management and retention of City records in accordance with government regulations.

**Staff Report:** Stacy Leitner, City Clerk.  
**Advances Goals:** 1 and 5.

- 9.4 **Subject:** Annexation of the Anthology Subdivision into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).  
**Recommendation:** Adopt the Resolution.  
**Result of Recommended Action:** Adoption of the Resolution approves Annexation Map No. 4 for the Anthology Subdivision to Community Facilities District No. 2013-2 (Police Services) (hereinafter “CFD No. 2013-2”), and approves the recording of the Annexation Map and the Notice of Special Tax Lien.  
**Staff Report:** Michelle Mingay, Senior Finance Analyst.  
**Advances Goal:** 5.

*Item 9.4 was taken up after the remainder of the consent calendar items were voted on. Council Members Gatewood and Terry recused themselves at 6:46 PM due to a conflict of interest due to the proximity of their homes to the properties related to Item 9.4 and Item 10.1.*

**ACTION:** Motion to approve item 9.4 by Sander second by McGarvey; Motion passed with a 3:0 vote, with Council members Terry and Gatewood recused.

- 9.5 **Subject:** A Resolution Authorizing the Public Works Director to Submit and Execute Application(s) and Documents for Calrecycle Grants.  
**Recommendation:** Adopt the Resolution.  
**Result of Recommended Action:** Adoption of this Resolution will authorize the City to submit application(s) to CalRecycle for all grants and designates the Public Works Director or his or her designee to execute all grant documents for a period of 5-years from the date of adoption.  
**Staff Report:** Albert Stricker, Public Works Director and Quoc Nham, Associate Civil Engineer.  
**Advances Goals:** 1 and 2.
- 9.6 **Subject:** Approve the Final Large Lot Map of Montelena Subdivision No. RC-04-132.0.  
**Recommendation:** Approve Final Large Lot Map of Montelena Subdivision No. RC-04-132.0 located on the south side of Douglas Road, west side of Rancho Cordova Parkway and north and south of Chrysanthy Boulevard.  
**Result of Recommended Action:** Approval of this recommended action will result in the recording of the final map creating 8 large lots and 19 miscellaneous lots.  
**Staff Report:** Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.  
**Advances Goals:** 1 and 2.

## 10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** First Amendment to the Development Agreement Relative to Anthology at Anatolia.  
**Recommendation:** Introduce and waive the first reading of the Ordinance.  
**Result of Recommended Action:** Adoption of the Ordinance would approve a first amendment to the Development Agreement relative to the Anthology at Anatolia residential project to adjust the park development and park renovation fees to current rates and extend the agreement term to December 31, 2028.

**Staff Report:** Elizabeth Sparkman, Community Development Director.

**Advances Goals:** 1, 2, and 5.

Mayor Budge opened the Public Hearing. Seeing no speakers, Mayor Budge closed the Public Hearing. Council members Terry and Gatewood remained out of the room due to their conflicts and prior recusal.

**ACTION:** Motion to approve items 10.1 by McGarvey second by Sander; Motion passed with a 3:0 vote, with Council members Terry and Gatewood recused.

*Council Members Gatewood and Terry returned to the Dias at 6:48 PM.*

10.2 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for the European Parts Depot.

**Recommendation:** Adopt the Resolution.

**Result of Recommended Action:** Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the European Parts Depot project. The action also sets 1:30 p.m. on November 8, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

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

**Advances Goal:** 5.

Mayor Budge opened the Public Hearing. Seeing no speakers, Mayor Budge closed the Public Hearing.

**ACTION:** Motion to approve items 10.2 by Terry second by Gatewood; Motion passed with a 5:0 vote.

## 11. PUBLIC HEARING ITEMS

11.1 **Subject:** Actions Related to Approval of the South Sacramento Habitat Conservation Plan (SSHCP).

**Recommendation:**

1. Open the public hearing, hear staff presentation, take public testimony, and close the public hearing
2. Accept the certified SSHCP Environmental Impact Statement/Environmental Impact Report (SSHCP EIS/EIR) (Attachment 7, 8, and Attachments 9 through 19) and Adopt by Resolution the California Environmental Quality Act (CEQA), Findings of Fact, the Aquatic Resources Program (Attachment 5), the Nexus Study (Attachment 20) and the SSHCP (Attachments 2, 3, 4) (Exhibit A)
3. Introduce and waive first reading of the Aquatic Protection Ordinance adding Chapter 16.94, Sections 16.94.010 through Section 16.94.110 to Title 16 of the Rancho Cordova Municipal Code (Exhibit B)
4. Adopt the Implementing Resolution (Exhibit C) authorizing the City Manager to execute the Implementing Agreement (Attachment 21)
5. Introduce and waive first reading of the Fee Ordinance adding Chapter 22.45, Sections 22.45.010 through 22.45.201 to Title 22 of the Rancho Cordova Municipal Code related to SSHCP fees (Exhibit D)

**Result of Recommended Action:** Adoption of the SSHCP and its associated

components by all Plan Permittees and the South Sacramento Conservation Agency (SSCA), will set the stage for issuance of a Federal Endangered Species Act Incidental Take Permit (ITP) by the United States Fish and Wildlife Service (USFWS), and a State Endangered Species Act Incidental Take Permit by the California Department of Fish and Wildlife (CDFW). It will also set the stage for issuance of a Clean Water Act Section 404 Programmatic Permit and Abbreviated Permit Strategy by the U.S Army Corps of Engineers (USACOE). This will establish a preserve system to protect habitat lands and aquatic resources within the Plan Area and also create a streamlined federal and state permitting process for development and infrastructure projects in the area.

**Staff Report:** Elizabeth Sparkman, Community Development Director and Darcy Goulart, Planning Manager.

**Advances Goals:** 1,2, and 5.

Mayor Budge opened the Public Hearing. The following people addressed the Council:

1. Bill Ziebron
2. Bob Shattuck

Mayor Budge closed the Public Hearing.

**ACTION:** Motion to approve item 11.1 by Terry second by Sander; Motion passed with a 5:0 vote.

- 11.2 **Subject:** Woodside Homes Douglas 98 Subdivision Major Design Review and Special Development Permit;  
PROJECT NO. DD9793 SEQUOIA AT CYPRESS  
PROJECT NO. DD9794 MAGNOLIA AT CYPRESS  
PROJECT NO. DD9795 COTTONWOOD AT CYPRESS  
PROJECT NO. DD9796 EUCALYPTUS AT CYPRESS

**Recommendation:** That Council:

- a) Determine the project Exempt per Section 15182, of the CEQA Guidelines; and
- b) Adopt the Resolution for Douglas 98 Special Development Permit and Major Design Review.

**Result of Recommended Action:** Adoption of the above referenced Resolution would approve the Special Development Permit and Major Design Review to include 4 neighborhoods for 14 floor plans located within Douglas 98. Approval would allow the applicant to pursue necessary building permits for new construction.

**Staff Report:** June Cowles, Senior Planner and Nicholas Sosa, Assistant Planner.

**Advances Goals:** 1, 2, and 6.

Mayor Budge opened the Public Hearing. The following people addressed the Council:

1. Brian Cutting

Mayor Budge closed the Public Hearing

**ACTION:** Motion to approve item 11.2 by Terry second by Gatewood; Motion passed with a 5:0 vote.

- 11.3 **Subject:** Mather Field Chevron and Carwash Conditional Use Permit, Minor Design Review, and Letter of Public Convenience and Necessity: Project No. DD9734 – Located at 2931 Mather Field Road.

**Recommendation:** 1) Determine the Project Exempt per Sections 15183 and 15332 of the CEQA Guidelines; 2) Adopt Resolution for Minor Design Review and Conditional Use Permit (CUP) for a Service Station and Car Wash; and 3) Adopt a Resolution denying a CUP request for alcoholic beverage sales and contingent Letter of Public Convenience and Necessity (PCN).

**Result of Recommended Action:** Adoption of the Resolution for the Minor Design Review and Conditional Use Permit for the Service Station would allow the applicant to submit for building permits to begin the demolition of the existing convenience store and allow for construction of a new convenience store with drive-thru self-serve carwash.

**Staff Report:** Nicholas Sosa, Assistant Planner.

**Advances Goals:** 2 and 6.

Mayor Budge opened the Public Hearing. The following people addressed the Council:

1. Darsdan Mundy

Mayor Budge closed the Public Hearing.

**ACTION:** Motion to approve item 11.3 recommendations 1 & 2 - Resolution for Minor Design Review and Conditional Use Permit and continue recommendation 3 - Resolution for denying a CUP request for alcoholic beverage sales until RCPD can provide additional statistics regarding calls for service (compare the calls for service from the 7-11 located 2000-4000 feet away and other establishments selling alcohol) by Terry second by Gatewood; Motion passed with a 5:0 vote.

## 12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** APPOINTMENT OF LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor Linda Budge and Adam Lindgren; Unrepresented employee: City Manager.

**ACTION:** Motion to approve item 12.1 by Terry second by McGarvey; Motion passed with a 5:0 vote.

## 13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

## 14. ADJOURNMENT

Mayor Budge adjourned to closed session in the Community Board Room at 8:13 PM.

## 15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chamber at 8:20 PM.

## 16. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor Linda Budge and Adam Lindgren; Unrepresented employee: City Manager.

**17. OPEN SESSION - REPORT FROM CLOSED SESSION**

City Attorney Adam Lindgren reported that Council gave direction to labor negotiators and took no reportable action in closed session.

**18. ADJOURNMENT**

Mayor Budge adjourned the closed session meeting at 9:31 PM.



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Stacy Leitner, City Clerk



## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

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

**SUBJECT: AN ORDINANCE ESTABLISHING A SPECIAL TAX ZONE NO. 24 FOR TRANSIT-RELATED SERVICES FOR EUROPEAN AUTO DEPOT PROJECT**



### **RECOMMENDATION**

Waive the second reading and adopt the Ordinance.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area Zone No. 24 and establishing a Special Tax for transit-related services for the European Parts Depot project.

### **BACKGROUND**

On October 1, 2018, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also approved a Resolution that established Special Tax Zone No. 24, the boundaries of which will be contiguous to the boundaries of the European Parts Depot project.

### **FISCAL IMPACT**

There is no impact to the general fund.

### **ATTACHMENTS**

1. Ordinance
2. Boundary Map
3. Land Use

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2018****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED  
SERVICES FOR THE EUROPEAN PARTS DEPOT PROJECT SUBJECT TO VOTER  
APPROVAL****THE CITY COUNCIL OF THE CITY OF THE RANCHO CORDOVA DOES ORDAIN AS  
FOLLOWS:**Section 1.                      Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 24 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

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

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 24.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 24 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 24 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 24 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

## Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 2 nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 24 (the "Zone")" means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map, ATTACHMENT 2.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 24, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 24.

## Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

**ATTACHMENT 1**

The tax per year for the first fiscal year (July 1, 2019 through June 30, 2020) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth in ATTACHMENT 3 hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in ATTACHMENT 3 shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Years:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 24 for the then current fiscal year, as set forth below.

For each Land Use Category on ATTACHMENT 3, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

|                                                   |   |                                                                 |                                                                                                                                                              |
|---------------------------------------------------|---|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax Per Parcel<br>For then Current<br>Fiscal Year | = | Tax Per Parcel<br>For Immediately<br>Preceding X<br>Fiscal Year | Consumer Price Index<br>from April of immediately<br>Preceding Fiscal Year to April of<br>then Current Fiscal Year<br><b>OR</b> 6 percent, whichever is less |
|---------------------------------------------------|---|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

## ATTACHMENT 1

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

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

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

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

E. Refunds.

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

F. Initiatives to Affect Tax.

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

**ATTACHMENT 1**

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

Section 5.      Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 24 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6.      Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on November 14, 2018 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2019.

**PASSED AND ADOPTED**, by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA  
TRANSIT RELATED SERVICES SPECIAL TAX AREA  
ANNEXATION 24  
(EUROPEAN PART DEPO PROJECT)



**Legend**

  Annexation Boundary

 Parcel Boundary

**ATTACHMENT 3****Amount of Tax per Parcel by Land Use Category****A. Residential Dwelling Units**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2018/2019 for Residential Land Use Categories shall be \$71.34 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$57.07 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$42.80 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

**B. Non-Residential**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2018/2019 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,829.16 per retail and service commercial acre, \$1,572.33 per commercial mixed use or office commercial acre, and \$656.33 per light industrial acre.

**C. Inflator Formula**

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

## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Elizabeth Sparkman, Community Development Director

**SUBJECT:** **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATIVE TO ANTHOLOGY AT ANATOLIA**



### **RECOMMENDATION**

Waive the second Reading and adopt the Ordinance.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the Ordinance would approve a First Amendment to the Development Agreement relative to the Anthology at Anatolia residential project to adjust the park development and park renovation fees to current rates and extend the agreement term to December 31, 2028.

### **BACKGROUND**

On October 15, 2018, the City Council waived the first reading and passed to a second reading the Ordinance approving the First Amendment to the Development Agreement Relative to the Anthology at Anatolia project.

The purpose of this First Amendment to the Development Agreement relative to Anthology at Anatolia is to adjust the park development and park renovation fees to reflect the fee levels associated with the revised standards and to extend the term to December 2028.

### **FISCAL IMPACT**

There is no impact to the general fund.

### **ATTACHMENTS**

1. Ordinance
2. First Amendment to the Development Agreement

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2018****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT  
AGREEMENT RELATIVE TO ANTHOLOGY AT ANATOLIA****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Purpose and Declarations.**

**WHEREAS**, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties; and

**WHEREAS**, in July 2006, the City and CH (ANATOLIA I) entered into a Development Agreement for the Anthology at Anatolia Project, consisting of residential development (Ordinance Number 39-2006); and

**WHEREAS**, the Anthology at Anatolia Project is within the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP, yet the court held that the SDCP/SRSP is still in effect for projects that were already vested through a development agreement, such as this one. The Court and City allowed projects with development agreements to develop consistent with the Specific Plan which utilized County standards. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP; and

**WHEREAS**, the Anthology at Anatolia project was analyzed within an earlier adopted Mitigated Negative Declaration (State Clearinghouse Number 2003042004) for Anatolia I, II and III by County of Sacramento Board of Supervisors in March 2003. Within the study of the environmental issues aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant.

**WHEREAS**, in the previously adopted MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the County in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 39-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment; and these amendments, which will result in adjusted park fees and an

## ATTACHMENT 1

extension of the term of the Agreement, will not result in any new or significant impacts that were not previously identified and on this basis there is not substantial evidence that the project amendments will have a significant adverse impact on the environment; and

**WHEREAS**, pursuant to Government Code section 65868, City and Landowner, D.R. Horton CA2, Inc., now desire to modify the Development Agreement to reflect certain modifications to the obligations of the Landowner to pay certain fees for park renovations to existing City parks and improvements at new City parks, and to extend the term by ten (10) years, all as more fully set forth in the attached Development Agreement Amendment; 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.

### **Section 2. Findings**

The City Council hereby finds that:

A. **CEQA Compliance.** The Anthology at Anatolia Project is within the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP, yet the court held that the SDCP/SRSP is still in effect for projects that were already vested through a development agreement, such as this one. The Court and City allowed projects with development agreements to develop consistent with the Specific Plan which utilized County standards. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP. Additionally, in March, 2003, the County of Sacramento Board of Supervisors adopted the Mitigated Negative Declaration (State Clearinghouse Number 2003042004) for Anatolia I, II and III projects. The changes to the Development Agreement being made through this First Amendment do not require further CEQA review as they address park fees and the term of the Agreement only and do not contain any changes to the physical size or scope of the project that could result in any significant adverse impacts to the environment; and as such further CEQA review is exempt under CEQA Regulation section 15378 as the First Amendment does not meet the definition of a Project and pursuant to CEQA Regulation Section 15162-15164, as an EIR has been adopted for this Project and none of the conditions requiring a subsequent EIR, negative declaration, supplement to the EIR, or an addendum to the EIR have been met.

B. **Required Findings.** The attached Development Agreement Amendment is consistent with the following additional findings, as required by State law and Chapter 23.158 of the Rancho Cordova Municipal Code:

(1) The Development Agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable Specific Plans.

## ATTACHMENT 1

*The Development Agreement Amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Anthology at Anatolia I site allows for the development of single family residential homes and the proposed project is to create 118 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement and Amendment include provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.*

(2) The Development Agreement Amendment is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

*The Development Agreement Amendment is in conformity with public convenience and general welfare of people residing in the immediate area and won't be detrimental or injurious to the property or people in the area or the city as a whole in that the Anthology at Anatolia I Project will implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location.*

(3) The development agreement will promote the orderly development of property or the preservation of property values.

*As described above, the Development Agreement and the project it allows for, including the amendments being made, are entirely consistent with the General Plan and Specific Plan for this site and therefore the development agreement promotes the orderly development of property as well as the preservation of property values, as area properties and their values would be, in part, based on this exact use occurring on this site in the future.*

(4) The development agreement does not pertain to any property in the protected 200-year floodplain unless the development agreement contains conditions that will provide an urban level of protection to the property consistent with California Government Code Section 65865.5.

*The Development Agreement, including amendments being made, does not pertain to any property in the protected 200-year floodplain.*

### **Section 3.     Approval of the Development Agreement Amendment**

The City Council hereby approves the Development Agreement Amendment, attached to this Ordinance and incorporated herein by reference as **Exhibit 1A**, and authorizes the City Manager to sign the Development Agreement Amendment after the effective date of this Ordinance.

### **Section 4.     Severability**

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby

**ATTACHMENT 1**

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

**Section 5.   Effective Date**

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

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

## ATTACHMENT 2

OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF RANCHO CORDOVA  
AND CH (ANATOLIA I), LP RELATIVE TO ANTHOLOGY AT ANATOLIA**

This First Amendment to Development Agreement ("**Amendment**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **D.R. HORTON CA2, Inc.**, a California corporation ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "**Parties**."

**RECITALS**

A. City and CH (ANATOLIA 1), LP entered into that certain Development Agreement dated July 5, 2006 ("**Agreement**" or "**Development Agreement**") recorded on August 23, 2006, in the Office of the Sacramento County Recorder in Book 20060823, Page 2347, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1**, **Exhibit A-2**, and **Exhibit A-3** of the Agreement (the "**Property**").

B. Following foreclosure of that certain Deed of Trust and Assignment of Rents securing a loan from Exchange Bank, recorded on June 24, 2005 in Book 20050624, Page 1536 of the Official Records of Sacramento County, the Property was transferred by Trustees Deed Upon Sale to Exchange Bank that was recorded on January 20, 2009, in the Official Records of Sacramento County, California, in Book 20090120, Page 0470.

C. The Property was again transferred through a Grant Deed from Exchange Bank to Joseph Mohamed Sr. and Shirley M. Mohamed that was recorded on April 28, 2009 in the Official Records of Sacramento County, California, in Book 20090428, Page 1305, and ultimately conveyed to Mohammed by Correctory Grant Deed that was recorded on May 23, 2017, in the Official Records of Sacramento County, California, in Book 20170523, Page 0857.

D. Joseph Mohamed Sr. and Shirley M. Mohamed Charitable Remainder Unitrust II conveyed the Property and Agreement to D.R. HORTON CA2, INC. via a grant deed recorded in the Office of the Sacramento County Recorder in Book 20180731, Page 0959, Official Records, and these parties also executed an Assignment and Assumption Agreement Relative to Anthology at Anatolia ("Assignment and Assumption Agreement") which assigned all rights and obligations under the Development Agreement to D.R. HORTON CA2, INC. and was recorded on July 31, 2018, in the Official Records of Sacramento County, California, in Book 20180731, Page 0960.

## ATTACHMENT 2

E. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Development Agreement to reflect the change in ownership of the Property and to reflect certain changes to Landowner's obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, and to make other revisions, all as more fully set forth below in this Amendment.

F. This Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. \_\_\_\_-2018 on November 5, 2018. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Agreement as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** Recitals A through F is hereby incorporated herein, including the documents referenced in the Recitals.

2. **Amendment of title of Agreement to reflect new Landowner.** City and Landowner agree that the Agreement title is hereby amended to read as follows:

"DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF RANCHO CORDOVA AND D.R. HORTON CA2, INC. AS LANDOWNERS RELATIVE TO ANTHOLOGY AT ANATOLIA"

3. **Additional amendments to reflect new Landowner.** City and Landowner hereby agree that any and all references in the Agreement to "Landowner" shall mean, as of the date of this First Amendment, D.R. HORTON CA2, INC.

4. **Amendment of Section 6 of the Recitals Concerning "Project Approvals."** City and Landowner agree that Section 6.6 of the Recitals of the Agreement is hereby amended and restated to read as follows:

"6.6 This Development Agreement, as adopted on July 5, 2006, by City Ordinance No. 39-2006 (the "Adopting Ordinance") as amended on \_\_\_\_\_, 2018 by City Ordinance No. \_\_\_\_-2018 adopting the First Amendment to the Development Agreement."

5. **Amendment to Section 28 of Agreement, "Notices."** City and Landowner agree that the last portion of Section 28, "Notices," related to Landowner notice information on the top of page 17 shall be amended to read as follows:

"D.R. HORTON CA2, INC.

Attn: Forward Planning Department

2260 Douglas Boulevard, Suite 110

Roseville, CA 95661"

6. **Amendment of Section 5.2 concerning the "Term."** City and Landowner agree that Section 5.2 of the Agreement is hereby amended and restated to read as follows:

## ATTACHMENT 2

**“5.2 Term.** Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to December 31, 2028, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

**7. Amendment of Section 6.4.1 Concerning the “New Park Development Obligation.”** City and Landowner agree that Section 6.4.1 of the Agreement is hereby amended and restated to read as follows:

**“6.4.1 Park Development Obligation.**

(i) Dedication of Park Land, Open Space Land, and In Lieu Fee:

Landowner’s obligation to dedicate park land pursuant to California Government Code Section 66477 (the “**Quimby Act**”), and and to dedicate open space land as required by the Rancho Cordova General Plan and Open Space Guidelines, to the Cordova Recreation and Park District (the “**Park District**”) has been satisfied by Landowner’s use of 2.44 acres of Quimby credits, granted for park land dedication within the Sunridge Specific Plan area pursuant to City of Rancho Cordova Municipal Code Chapter 22.40 and 22.40.045 in effect on the date of the original Development Agreement.

(ii) Park Development Impact Fee:

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Park District and the City to design, construct and install park improvements (the “**Park Development Impact Fee**”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be Eleven Thousand One Hundred Twenty-nine Dollars and ninety-six cents (\$11,129.96) for each single-family residential parcel or residential parcel equivalent. Of the Eleven Thousand One Hundred Twenty-nine Dollars and Ninety-six cents (\$11,129.96) Park Development Impact Fee, Nine Thousand Seven Hundred Thirty-six Dollars and Sixty-four cents (\$9,736.64) is for parks and One Thousand Three Hundred Ninety-three Dollars and thirty-two cents (\$1,393.32) to the City is for neighborhood greens, trails, landscaping, community gathering places, and other type of open space improvements as determined appropriate by the City.

The Park Development Impact Fee shall be adjusted on January 1, 2019, and annually thereafter, no later than January 15<sup>th</sup> by the method provided in City Ordinance No. 05-2014 as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine Construction Cost Index.

## ATTACHMENT 2

- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this Section by the “mean” index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development Impact Fee in place prior to the annual adjustment.

If and when the City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide/ Area-Wide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this First Amendment.”

- 8. **Amendment of Section 6.4.3 Concerning the “In-fill Park and Open Space Renovation and Acquisition Fee.”** City and Landowner agree that Section 6.4.3 of the Agreement is hereby amended and restated to read as follows:

**“6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee.** Landowner agrees that development of the Property shall be subject to the park renovation fee (the “Park Renovation Fee”). Landowner agrees that it shall pay City the total sum of One Thousand One Hundred Forty-three Dollars and Ninety-eight Cents (\$1,143.98) for each residential parcel shown on the small lot final maps for the Property. Beginning January 1, 2019, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit C to the original Development Agreement. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act. Landowner agrees that it shall not claim credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted or eliminated to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.”

- 9. **Deletion.** City and Landowner agree that Section 10 of the Agreement is hereby deleted.
- 10. **All Other Terms in Force.** Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

**ATTACHMENT 2**

11. **Recording.** Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.
12. **Counterparts.** The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.
13. **Entire Agreement.** The Agreement and this First Amendment set forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. \_\_-2018, adopted by the Council of the City on the 5<sup>th</sup> day of November, 2018, and Landowner has caused this Amendment to be executed. This Ordinance shall take effect thirty (30) days after adoption.

**"CITY"**

**CITY OF RANCHO CORDOVA,**  
a municipal corporation

By: \_\_\_\_\_

*(Signatures continue on next page.)*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam U. Lindgren  
City Attorney

**"LANDOWNER"**

**D.R. HORTON CA2, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Elizabeth Sparkman, Community Development Director and Darcy Goulart, Planning Manager

**SUBJECT:** **ORDINANCES AMENDING TITLE 16 BUILDING AND CONSTRUCTION AND TITLE 22 LAND DEVELOPMENT OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO THE SOUTH SACRAMENTO HABITAT CONSERVATION PLAN (SSHCP)**



### **RECOMMENDATION**

Waive the second reading and adopt:

1. The Aquatic Protection Ordinance adding Chapter 16.94, Sections 16.94.010 through Section 16.94.110 to Title 16 of the Rancho Cordova Municipal Code
2. The Fee Ordinance adding Chapter 22.45, Sections 22.45.010 through 22.45.201 to Title 22 of the Rancho Cordova Municipal Code.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the SSHCP and its associated components (including these Ordinances) by all Plan Permittees, and the South Sacramento Conservation Agency (SSCA), will set the stage for the issuance of the Incidental Take Permit (ITP) by the United States Fish and Wildlife Service (USFWS).

### **BACKGROUND**

On October 15, 2018 the City Council waived the first reading and passed to a second reading for the Aquatic Protection Ordinance adding Chapter 16.94, Sections 16.94.010 through Section 16.94.110 to Title 16 of the Rancho Cordova Municipal Code and for the Fee Ordinance adding Chapter 22.45, Sections 22.45.010 through 22.45.201 to Title 22 of the Rancho Cordova Municipal Code.

### **ATTACHMENTS**

1. Aquatic Protection Ordinance
2. Mitigation Fee Ordinance

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, AMENDING TITLE 16 BUILDING AND CONSTRUCTION  
AND TITLE 22 LAND DEVELOPMENT, RELATING TO AQUATIC RESOURCES  
PROTECTION IN THE SOUTH SACRAMENTO HABITAT CONSERVATION  
PLAN'S (SSHCP) PLAN AREA**

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

**Section 1. Purpose and Declarations.**

**WHEREAS**, the City Council recognizes that due to urban and agricultural development only a fraction of the aquatic resources that historically dominated the South Sacramento Habitat Conservation Plan's (SSHCP's) Plan Area landscape remains today, and;

**WHEREAS**, the City Council also recognizes that the avoidance, minimization and compensatory mitigation of aquatic resources provides several important functions and services, such as flood storage, wildlife habitat, mitigation of storm water and pollutants, filtration for drinking water, and prevention of storm damage to buildings and upland areas, and;

**WHEREAS**, the Aquatic Resources Program promotes a regional approach to balancing development and conservation of aquatic resources located within the SSHCP Plan Area, and;

**WHEREAS**, the Aquatic Resources Program supports the anticipated implementation of a parallel multi-tiered permitting program to streamline the Clean Water Act Section 404 and 401 permitting process, and;

**WHEREAS**, the Aquatic Resources Protection Ordinance implements the Aquatic Resources Program.

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

- A. The Aquatic Protection Ordinance achieves no-net-loss of aquatic resource function and services and provides efficient aquatic resource permitting consistent with the requirements of the federal Clean Water Act (Sections 404 and 401), California Fish and Game Code Section 1600 and the Porter-Cologne Water Quality Control Act (Porter-Cologne). The ordinance regulates all aquatic resources within that portion of the incorporated boundaries of the City as depicted in the SSHCP.

## ATTACHMENT 1

- B. The ordinance facilitates development consistent with the City's General Plan and ensures that there is enough mitigation available to accommodate aquatic resource mitigation requirements and that habitat mitigation remains economically feasible within the region.
- C. The application procedures will ensure that impacts to aquatic resources are avoided and minimized to the greatest extent practicable during implementation of future development.
- D. The ordinance also implements aquatic resource avoidance, minimization and compensatory mitigation at a landscape level to protect largely intact watersheds in the Plan Area, including their associated aquatic resources. A primary goal of implementation is to achieve an overall no net loss of aquatic resources functions and services.

### **Section 3. Amendments to Rancho Cordova Municipal Code Title 16, "Buildings and Construction"**

The City Council hereby adds Chapter 16.94, "Aquatic Resources Protection," to Title 16 of the Rancho Cordova Municipal Code (Buildings and Construction), as shown and incorporated in **Attachment 1** to this Ordinance.

### **Section 4. Severability**

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

### **Section 5. Effective Date**

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

**ATTACHMENT 1**

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Linda Budge, Mayor

**ATTEST:**

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Stacy Leitner, City Clerk

## ATTACHMENT I

### CHAPTER 16.94

#### AQUATIC RESOURCES PROTECTION

##### Sections

|           |                                                     |
|-----------|-----------------------------------------------------|
| 16.94.010 | Purpose.                                            |
| 16.94.020 | Definition.                                         |
| 16.94.030 | Applicability.                                      |
| 16.94.040 | Aquatic Resource Impact Permits.                    |
| 16.94.050 | Aquatic Resources Delineation.                      |
| 16.94.060 | Avoidance, Minimization and Compensation Standards. |
| 16.94.070 | Compensatory Mitigation Standards.                  |
| 16.94.080 | Setback Standards.                                  |
| 16.94.090 | Alternatives for Compliance.                        |
| 16.94.100 | Enforcement.                                        |
| 16.94.110 | Severability.                                       |

##### **16.94.10 Purpose and Intent.**

- A. The City Council finds that due to urban and agricultural development only a fraction of the aquatic resources that historically dominated the South Sacramento Habitat Conservation Plan's (SSHCP's) Plan Area landscape remains today and that a regional conservation approach is needed to protect existing aquatic resources within the SSHCP's Plan Area and to streamline the permitting processes for development and infrastructure projects in the Plan Area.
- B. The City Council recognizes that the avoidance, minimization and compensatory mitigation of aquatic resources provides several important functions and services, such as flood storage, wildlife habitat, mitigation of storm water and pollutants, filtration for drinking water, and prevention of storm damage to buildings and upland areas.
- C. The City Council wishes to avoid or minimize impacts of future activities on SSHCP Plan Area aquatic resources and to ensure "no-net-loss" of aquatic resources and aquatic functions by re-establishing or establishing aquatic resources within the Plan Area as compensatory mitigation when unavoidable impacts to aquatic resources occur.
- D. The City Council wishes to facilitate development consistent with the City's General Plan and to ensure that there is enough mitigation available to accommodate aquatic resource mitigation requirements and to ensure that habitat mitigation remains economically feasible within the region.
- E. The purpose and intent of this Chapter is to achieve no-net-loss of aquatic resource function and services and to enact efficient aquatic resource permitting consistent with the requirements of the federal Clean Water Act (Sections 404

## ATTACHMENT I

and 401), California Fish and Game Code Section 1600 and the Porter-Cologne Water Quality Control Act (Porter-Cologne). This Chapter regulates all aquatic resources within that portion of the incorporated boundaries of the City as depicted in the SSHCP.

### 16.94.020 Definitions.

“Aquatic Resources” means wetland waters (i.e. vernal pools, swales, freshwater marsh, other seasonal wetlands, etc.) Non-wetland waters (i.e. ponds, lakes, streams, rivers, drainages, ditches, etc.), and riparian (i.e. mixed riparian scrub, mixed riparian woodland, etc.).

“Aquatic Resources Impact Permit” means a permit required for any activity permanently or temporarily impacting an Aquatic Resource.

“Avoidance” means avoiding the permanent and/or temporary impact altogether by not taking a certain action or parts of an action.

“Compensatory Mitigation” means the restoration (re-establishment or rehabilitation), establishment (creation), enhancement, of aquatic resources for the purposes of offsetting unavoidable adverse permanent and/or temporary impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

“Compensatory Mitigation Ratio” means the amount of Compensatory Mitigation that must be provided to offset an acre or fraction thereof of permanent and/or temporary impact.

“City” means the City of Rancho Cordova.

“Director” means the Community Development Director.

“Enhancement” means the manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

“Establishment” means the manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area and functions.

“Habitat” means the place or environment where a plant or animal naturally lives and grows (a group of particular environmental conditions), and as defined in the South Sacramento Habitat Conservation Plan. Habitat may be occupied (i.e.

## ATTACHMENT I

individuals or a population of species are or have recently been present) or unoccupied.

“Impact” – See “Permanent Impact” and “Temporary Impact.”

“Minimization” means to reduce permanent and/or temporary impacts by limiting the degree or magnitude of the action and its implementation.

“Open Water” means a permanent water impoundment that is mostly free from masses of underwater vegetation at very shallow depths.

“Permanent Impact” means the permanent loss of an Aquatic Resource resulting from the adverse effects of grading, filling, excavation, dredging, or changing of drainage of an Aquatic Resource.

“Plan Area” means that portion of the incorporated boundaries of the City as depicted in the SSHCP.

“Re-establishment” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

“Rehabilitation” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

“Riparian” means a transitional area between terrestrial and aquatic ecosystems, which is distinguished by gradients in biophysical conditions, ecological processes, and biota, typically adjacent to perennial, intermittent and ephemeral streams, lakes, and estuarine-marine shorelines.

“Setback” means an upland, wetland, and/or riparian area that protects and/or enhances aquatic resource functions associated with wetlands and streams from disturbances associated with adjacent land uses.

“Stream” means a perennial, intermittent, or ephemeral course of water that has a bed and bank and with a definable ordinary high water mark.

“Temporary Impact” means the grading, filling, excavation, dredging, or changing of drainage of an Aquatic Resource where the Aquatic Resource is restored to pre-construction contours and elevations after construction, and revegetated, as appropriate.

“Vernal Pool” means a type of seasonal wetland habitat that is characterized by a specific set of physical parameters and a unique assemblage of highly specialized

## ATTACHMENT I

endemic plants and animals; a seasonal body of standing water that typically forms in the spring from direct precipitation, with occasional contributions from other sources, dries out completely in the hotter months of summer, and refills in the autumn; pools free of fish that provide important breeding habitat for many terrestrial or semi-aquatic species such as Branchiopods, frogs, and salamanders. "Watershed" means a drainage basin that is defined by a 10-digit hydrologic unit code as defined by the Federal Standard for Delineation of Hydrologic Unit Boundaries.

"Wetland" means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include freshwater marsh, vernal pools, swales and similar areas.

### **16.135.030 Applicability.**

All proposed projects within the Plan Area that permanently and/or temporarily impact an Aquatic Resource shall require an Aquatic Resources Impact Permit from the City. No person, company, or agency shall permanently or temporarily impact Aquatic Resources as set forth in this Section except as consistent with this Chapter.

- A. An Aquatic Resources Impact Permit must be obtained:
  - 1. In conjunction with any City issued discretionary permit.
  - 2. Before an activity is performed that impacts Aquatic Resources, if no construction or building permit is required.
- B. Exemptions. In general, this Chapter requires permits for permanent and temporary impacts to aquatic resources. However, certain activities are exempt from permit requirements. The following activities and associated uses shall be exempt from the provisions of this Chapter:
  - 1. Exempt Maintenance Activities.
    - a. Maintenance of drainage ditches (does not include new construction of drainage ditches); construction and maintenance of irrigation ditches; maintenance of structures like dams, dikes and levees; and construction and maintenance of stock ponds or farm ponds.
    - b. Discharges associated with facilities that are appurtenant and functionally related to irrigation ditches are included in the exemption (e.g. siphons, pumps, headgates, wingwalls, weirs, diversion structures, etc.).
    - c. Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design. Emergency reconstruction must occur within a reasonable period

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- of time after damage occurs in order to qualify for this exemption.
- d. If a maintenance activity would involve any modifications to the original fill design, including the location of the fill, the type of material to be used, the amount of material used, etc., then the activity does not qualify for the maintenance exemption.
2. Exempt Farming, Ranching, and Mining Activities.
    - a. Established (ongoing) farming and ranching activities such as plowing, seeding, cultivating, minor drainage, and harvesting for the production of food, fiber, or upland soil and water conservation practices are exempt. This exemption pertains to "normal farming" and harvesting activities that are part of an established, ongoing farming operation. Examples of normal farming practices include but are not limited to planting different crops as part of an established rotation, introduction of a new cultivation technique such as disking between crop rows for weed control and discharges associated with ongoing rotations of rice. Activities that bring an Aquatic Resource into farm production where the Aquatic Resource has not previously been used for farming are not considered part of an established operation, and therefore are not exempted. An example includes the conversion of grazing land to cropland that results in impacts to Aquatic Resources.
    - b. Construction and maintenance of permanent and temporary farm roads or temporary mining roads. Temporary roads must be constructed and maintained in accordance with best management practices to assure that flow and circulation patterns and chemical and biological characteristics of Aquatic Resources are not impaired and that the reach of the Aquatic Resources is not reduced, and that any adverse effect on the aquatic environment are minimized. These BMPs which must be applied to satisfy this provision shall include those detailed BMPs described in the State's approved program description pursuant to the requirements of 40 CFR 233.22(i)d.
      - i. Roads established within farming or mining operations shall be held to the minimum feasible number, width, and total length consistent with the purpose of specific farming or mining operations, and local topographic and climatic conditions;
      - ii. Road fill shall be bridged, culverted or designed to prevent the restriction of expected flood flows;
      - iii. The fill shall be properly stabilized and maintained during and following construction to prevent erosion;
      - iv. Discharges shall be made in a manner that minimizes construction equipment in Aquatic Resources outside of the fill area;
      - v. Vegetative disturbance shall be kept to a minimum;
      - vi. Construction and maintenance of crossing shall not disrupt the migration or other movement of aquatic life;
      - vii. Borrow material shall be taken from upland sources where feasible;
      - viii. The discharge shall not take, or jeopardize the continued existence of,

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- a threatened or endangered species, or adversely modify or destroy the critical habitat of such species;
  - ix. Discharges into breeding and nesting areas for migratory waterfowl, spawning areas, and Aquatic Resources shall be avoided;
  - x. The discharge shall not be located in the proximity of a public water supply intake;
  - xi. The discharge shall not occur in a component of the National Wild and Scenic River System;
  - xii. The discharge of material shall consist of suitable material free from toxic pollutants in toxic amounts; and
  - xiii. All temporary fills shall be removed in their entirety and the area restored to its original elevation.
- 3. Construction of temporary sedimentation basins.
  - a. This exemption applies to the construction of temporary sedimentation basins on a construction site which does not permanently impact Aquatic Resources.
  - b. Construction site means any site involving the erection of buildings, roads, and other discrete structures and the installation of support facilities necessary for construction and utilization of the structures. Also includes any other land areas which involve land-disturbing excavation activities, including quarrying and other mining areas, where an increase in the runoff of sediment is controlled through the use of temporary sedimentation basins.
- C. Interpretation.
  - 1. When there is a conflict between any provisions of this Chapter or any other regulations adopted by the City, that providing the most protection to aquatic resources shall apply.
  - 2. If there is any question as to whether a proposed activity qualifies for an exemption, coordination with the City shall occur and results documented in writing.
  - 3. Compliance with this Chapter does not constitute compliance with other federal, state and local regulations, and permit requirements (for example, Section 106 of the National Historic Preservation Act, USACE Section 404 permits, National Pollutant Discharge Elimination System (NPDES) permits, Section 401 Water Quality Certification, or Porter-Cologne Water Quality Control Act). The project proponent is responsible for complying with all requirements, apart from the provisions of this Chapter.
- D. Recapture Provision.
  - 1. Exemptions do not apply when impacts related to activities change the use of the Aquatic Resource and reduce the reach, or impair the flow or circulation of Aquatic Resources. This "recapture" provision involves a two-part test that

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results in an activity being considered not exempt when both parts are met:

- a. Does the activity represent a "new use" of the Aquatic Resource; and
- b. Would the activity result in a "reduction in reach/impairment of flow or circulation" of Aquatic Resources?
- c. Consequently, any impact that results in the destruction of the Aquatic Resource character of an area (e.g., it converts to uplands due to new or expanded drainage) is considered a change in the Aquatic Resource, and by definition, a reduction of their reach and is not exempt.

**16.135.040 Aquatic Resource Impact Permits.****A. General.**

1. An Aquatic Resource Impact Permit is required for any development activity that is not exempt pursuant to Section 16.135.030(B) and that permanently and/or temporarily impacts Aquatic Resources.
2. All Aquatic Resource Impact Permits require approval of a compensatory mitigation plan in accordance with the provisions of Section 16.135.040(J) unless the compensatory mitigation plan requirement is waived under the provisions of Section 16.135.040(J)(3).

**B. Standards.** Aquatic Resource Impact Permit applications shall comply with all state, local and federal laws, including those related to sediment control, pollution control, floodplain restrictions, storm water management, and on-site wastewater disposal.**C. Pre-Permit Consultation.** Any person applying for an Aquatic Resource Impact Permit is encouraged, but not required, to meet with the Director during the earliest possible stages of project planning in order to discuss Aquatic Resource impact avoidance, minimization, compensation, and the required contents of a compensatory mitigation plan before significant commitments have been made to a particular project design. Pre-permit consultations and planning will help project proponents create projects which will be more quickly and easily processed.**D. Permit Applications.** Applications for Aquatic Resource Impact Permits shall be made to the Director on forms furnished by the Director. Unless the Director waives one (1) or more of the following information requirements, applications shall include:

1. Aquatic Resources delineations and setback width designations pursuant to Sections 16.135.050 and 16.135.080;
2. A site plan for the proposed activity overlaid on an aerial photograph at a scale no smaller than one inch equals one hundred feet (1" = 100', a scaling ratio of 1:1200) showing the location, width, depth and length of all existing and proposed structures, roads, storm water facilities, sewage treatment, installations, stockpiling areas and borrow sites;

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3. The exact sites and specifications for all development activities proposed within Aquatic Resources and Setbacks, including:
    - a. Timing of construction activity;
    - b. Type of equipment;
    - c. Type of fill material and cubic yards of each type of fill;
    - d. Type and location of permanent and/or temporary impacts to Aquatic Resources.
  4. A compensatory mitigation plan meeting the requirements of Section 16.135.040(J).
- E. Permit Processing. To the extent practicable and feasible, the processing of Aquatic Resource Impact Permits will be consolidated with other City permits or approvals which affect activities in Aquatic Resources, such as subdivision, grading, site plan, and building permit approval, so as to provide a timely and coordinated permit process.
- F. Permit Issuance. The Director shall issue final approval of the Aquatic Resource Impact Permit authorizing commencement of the activity subject to the following conditions:
1. Submittal and approval of documentation for a project-scale assessment of the effects of a project on Aquatic Resources, including mapping (USACE-verified jurisdictional determination) and a description of the functions and services of the mapped areas' Aquatic Resources; and
  2. Submittal and approval of on-site project alternatives information demonstrating efforts that first avoid, and then minimize permanent and temporary effects to Aquatic Resources; and
  3. Submittal and approval of an alternative that minimizes permanent and temporary impacts to Aquatic Resources and associated functions and services to the greatest extent practicable, if a complete avoidance alternative is not practicable as determined by the Director, Documentation of this Determination of Environmentally Equivalent or Superior Alternative (DEESA) shall be recorded by the Director. See Section 16.135.60(A)(2) for DEESA procedure; and
  4. Submittal and approval of a determination of compliance with SSHCP terms and conditions; and
  5. If compensatory mitigation is required then the following conditions must also be met:
    - a. Either the submittal and approval of a permittee-responsible compensatory mitigation plan pursuant to Section 16.135.040(J); and
    - b. The recording of a conservation easement as required by Section

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- 16.135.080(C)(2) and (4); and
  - c. The posting of financial assurance as required by Section 16.135.080(H); or
  - d. Proof of payment into an in-lieu fee program approved by the USACE and that contains the impact site within its service area; or
  - e. Proof of compensatory mitigation through payment into a conservation or mitigation bank approved by the USACE and that contains the impact site within its service area.
- G. Permit Duration. The Aquatic Resource Impact Permit shall be valid for the period specified in the Aquatic Resource Impact Permit.
- H. Aquatic Resource Impact Permit Financial Assurances.
1. Financial Assurance Estimates. The project proponent shall submit itemized cost estimates for the required financial assurances including cost estimates associated with performance assurance and maintenance assurance. The Director may adjust the estimates to ensure that adequate funds will be available to complete the specified compensatory mitigation upon forfeiture. In addition, the cost estimates must include a contingency as follows:
    - a. Estimates for bonds shall be multiplied by one hundred fifty percent (150%);
    - b. All other estimates shall be multiplied by one hundred ten percent (110%).
  2. Waiver of Financial Assurances. The Director may waive the requirement for one or both financial assurances if:
    - a. The project proponent demonstrates that it paid into an in-lieu fee program approved by the USACE that contains the impact site within its service area; or
    - b. The project proponent used a conservation or mitigation bank that is approved by the USACE and that contains the impact site within its service area.
  3. Types of Financial Assurances. The Director shall accept the following forms of financial assurances:
    - a. An escrow account secured with an agreement approved by the Director;
    - b. A bond provided by a surety for estimates that exceed five thousand dollars (\$5,000);
    - c. A deposit account with a financial institution secured with an agreement approved by the Director;
    - d. A letter of commitment from a public agency; or
    - e. Other forms of financial assurance determined to be acceptable by the Director.
  4. Acceptance of Work and Release of Financial Assurances.
    - a. Release of Performance Assurance. Upon request, the Director shall release the performance assurance when the following conditions are met:

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- i. Completion of construction and planting specified in the approved compensatory mitigation plan;
    - ii. Submittal of an as-built report documenting changes to the compensatory mitigation plan (if any) that occurred during construction;
    - iii. Field inspection of the completed site(s); and
    - iv. Provision of the required maintenance assurance.
  - b. Release of Maintenance Assurance. Upon request, the Director shall release the maintenance assurance when the following conditions are met:
    - i. Completion of the specified monitoring and maintenance program;
    - ii. Submittal of a final monitoring report demonstrating that the goals and objectives of the compensatory mitigation plan have been met.
  - c. Incremental Release of Financial Assurances. The Director may release financial assurances incrementally only if specific milestones and associated costs are specified in the approved compensatory mitigation plan and the document legally establishing the financial assurance.
- 5. Forfeiture. If the aquatic resource impact permit holder fails to perform or maintain compensatory mitigation in accordance with the approved aquatic resource impact permit, the Director may declare the corresponding financial assurance forfeit pursuant to the following process:
  - a. The Director shall, by registered mail, notify the aquatic resource impact permit holder/agent that is signatory to the financial assurance and the financial assurance holder, of non-performance with the terms of the approved aquatic resource impact permit;
  - b. The written notification shall cite a reasonable time for the aquatic resource impact permit holder, or legal successor, to either propose alternative compensatory mitigation or to comply with provisions of the aquatic resource impact permit and state the City's intent to forfeit the financial assurance should the required work not be completed in a timely manner.
  - c. Should the required work not be completed timely, the City shall declare the assurance forfeit.
  - d. Upon forfeiture of a financial assurance, the proceeds thereof shall be utilized either to correct the deficiencies which resulted in forfeiture or, if such correction is deemed by the Director to be impractical or ineffective, to enhance other aquatic resources in the same watershed or, if deemed impracticable to do so, contribute to an established cumulative effects fund for watershed-scale habitat and aquatic resource conservation.
- I. Appeal Process. An Aquatic Resource Impact Permit decision may be appealed to the City Council.
- J. Aquatic Resource Impact Permit Compensatory Mitigation Plans.
  - 1. Compensatory mitigation plans are required for activities that permanently and/or temporally impact Aquatic Resources. Content requirements for the Plans that are not applicable to a project may be waived by the Director upon request of the project proponent.

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2. The compensatory mitigation plan consists of two (2) parts: baseline information for the site and a conceptual compensatory mitigation plan. If off-site aquatic resource compensatory mitigation is proposed, baseline information for both the project site and mitigation site is required.
  - a. Baseline information shall include:
    - i. Aquatic Resources delineation as described in Section 16.135.050;
    - ii. Description and maps of land cover types and vegetative conditions at the site;
    - iii. Description and maps of hydrological conditions at the site;
    - iv. Description of soil conditions at the site based on an on-site analysis and available soils information from online or published sources such as the Natural Resources Conservation Service's soils maps;
    - v. A topographic map of the site; and
    - vi. A functional assessment or condition of the existing aquatic resources.
  - b. The contents of the compensatory mitigation plan shall be consistent with the USACE Regional Compensatory Mitigation and Monitoring Guidelines for the South Pacific Division (2015), Appendix D of the ARP, and include:
    - i. Title page
    - ii. Contributor page;
    - iii. Distribution page;
    - iv. Table of Contents;
    - v. Brief description of proposed compensatory mitigation project and proposed source of compensatory mitigation;
    - vi. Determination of goals and objectives of the proposed project. Specific criteria shall be provided for evaluating whether or not the goals and objectives of the compensatory mitigation project are being met. Such criteria may include water quality standards, survival rates of planted vegetation, species abundance and diversity targets, habitat diversity indices, or other ecological, geological or hydrological criteria;
    - vii. A description of all permanent and temporary impacts (acreage and linear ft.) that require compensatory mitigation under this Chapter;
    - viii. Description of site selection criteria such as watershed overview, landscape setting and position, and site specific information, including consistency with the site selection guidance provided in the ARP (Appendix D);
    - ix. Other baseline information such as: map showing locations of permanent and/or temporary impact and compensatory mitigation sites; map showing proposed preserves and setbacks; delineation of Aquatic Resources; functional/condition assessment, if appropriate; species of concern (federal and/or state); cultural resources; existing and planned land uses within and surrounding the proposed compensatory mitigation sites(s); existing site topography/elevations; aerial photos, land uses, site changes (deep ripping, impoundments, channel straightening or realignment); interviews with adjacent landowners, ranchers, land managers regarding locations of seeps, observations of flood events, trespassing/vandalism, opportunities for

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education and outreach.

- x. Written specifications for the compensatory mitigation project shall be provided. The specifications shall include: the proposed construction sequence, grading and excavation details, water and nutrient requirements for planting, specification of substrate stockpiling techniques, and planting instructions, as appropriate. These written specifications shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome;
- xi. Discussion and map of plant material to be planted and planting densities;
- xii. Preliminary drainage plan identifying location of proposed drainage facilities including detention structures and water quality features (e.g., swales);
- xiii. Discussion of water sources for all aquatic resources on the site;
- xiv. Project schedule;
- xv. A monitoring and management program to measure the success of the compensatory mitigation project.
  - (a) The compensatory mitigation project shall be monitored for a period necessary to determine if the project is meeting its performance standards, and to determine if measures are necessary to ensure that the compensatory mitigation project is accomplishing its objectives. Compensatory mitigation projects are required to have a minimum monitoring period of five years. For aquatic resources with slow development rates (e.g. vernal pools and riparian habitats) a monitoring period of more than five (5) years is required. Monitoring periods may be extended if performance standards are not being met. Before determining success there should be at least two consecutive annual monitoring reports where all the performance standards are met without human intervention (e.g., artificial irrigation).
  - (b) Monitoring shall be designed to measure the performance standards outlined in the compensatory mitigation plan.
  - (c) A monitoring protocol shall be included outlining how the monitoring data will be evaluated by agencies that are tracking the progress of the project.
  - (d) Monitoring reports shall be submitted annually, or on a pre-arranged alternate schedule, for the duration of monitoring period.
  - (e) Monitoring reports shall analyze the results of monitoring, documenting milestones, successes, problems, and recommendations for corrective and/or contingency actions to ensure success of the compensatory mitigation project.
- xvi. A contingency plan that identifies potential courses of action, and any corrective measures to be taken when monitoring or evaluation indicates project performance standards are not being met.
- xvii. A monitoring and management program to measure and maintain the

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long-term sustainability of the compensatory mitigation project in perpetuity. Monitoring and management programs shall be consistent with established practices of the SSHCP and ARP and information collected in a manner that allows for seamless integration into the SSHCP database.

3. The preparation of a compensatory mitigation plan is not required if all required compensatory mitigation is achieved through the use of:
  - a. A conservation or mitigation bank approved by the USACE that contains the impact site within its service area; or
  - b. An in-lieu fee program approved by the USACE that contains the impact site within its service area.

### **16.135.050 Aquatic Resources Delineation.**

#### **A. Aquatic Resources Delineation Standards.**

1. In conjunction with the submittal of an application for a discretionary permit, the Director shall determine the probable existence of Aquatic Resources on the parcel involved in the development permit application. If Aquatic Resources are believed to exist on a parcel, project proponents for all projects subject to this Chapter must prepare a Verified Aquatic Resources Delineation. All Verified Aquatic Resources Delineations shall be performed in accordance with the minimum standards set forth by the Sacramento District USACE and State Water Quality Control Board at the time of the delineation. All Aquatic Resources Delineations shall be submitted to the Director. The Director will in turn submit the Aquatic Resources Delineation to the USACE for verification.

### **16.135.060 Avoidance, Minimization and Compensation Standards.**

- A. Avoidance, Minimization and Compensation. Documentation must demonstrate that the following hierarchy of avoidance and minimization has been considered as part of an Aquatic Resources Impact Permit:
  1. Avoid permanent and temporary impacts to Aquatic Resources. The proposed project shall first avoid, and then minimize, permanent and temporary impacts to Aquatic Resources to the greatest extent practicable. Those permanent and/or temporary impacts that are unavoidable shall be mitigated such that the lost functions and services are replaced as set forth under the DEESA described below.
  2. Minimize permanent and/or temporary impacts to Aquatic Resources if complete avoidance is infeasible. The Director must find that the project proponent has limited the degree or magnitude of impact to Aquatic Resources by using a site design that follows DEESA. The DEESA shall include the following information to be supplied by the applicant and reviewed by the Director:
    - a. A defined project area boundary.
    - b. A detailed project description that demonstrates: 1) why an avoidance

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alternative is not practicable; and 2) that the project minimizes direct and indirect effects to Aquatic Resources to the greatest extent practicable. This description shall include information regarding any Aquatic Resources on site that are being avoided.

- c. Amount (acres and linear feet (if applicable) and cubic yards) of unavoidable permanent and temporary impacts to Aquatic Resources associated with the project.
- d. A detailed description of project design features and how the project complies with mitigation measures as described in Chapter 5 of the South Sacramento Habitat Conservation Plan that reduce permanent and/or temporary impacts, including but not limited to: impact minimization, on-site stream realignment, Best Management Practices, Low Impact Design and Avoidance and Minimization Measures.
- e. A description and amount of proposed compensatory mitigation. Compensatory mitigation must conform to the minimum mitigation ratios required by Section 16.135.070.
- f. An analysis that demonstrates that, although the proposed project would not completely avoid permanent and/or temporary impacts to Aquatic Resources within the area subject to this Chapter with proposed design and compensation measures, the project would be environmentally equivalent or superior to that which would occur under a complete avoidance alternative without these measures, based on one or more of the following factors:
  - i. Effects on designated Critical Habitat and Core Recovery Areas.
  - ii. Effects on the abundance of Aquatic Resources.
  - iii. Effects on listed species.
  - iv. Effects on the diversity of Aquatic Resources.
  - v. Effects on habitat connectivity and functions.
  - vi. Effects on the condition of Aquatic Resources.
- g. Compensate for permanent and temporary impacts to Aquatic Resources that will occur, after efforts to avoid and minimize have been exhausted. The Director must find that:
  - i. Unavoidable permanent and temporary impacts are compensated in accordance with Section 16.135.070; and
  - ii. The required compensatory mitigation is monitored and remedial action is taken when necessary to ensure the success of mitigation activities.

### **16.135.070 Compensatory Mitigation Standards.**

- A. Compensatory mitigation for permanent and temporary impacts to Aquatic Resources is based on the following ratios:

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| Land Cover Type                | Compensatory Mitigation Ratio (Re-Establishment/Establishment) |
|--------------------------------|----------------------------------------------------------------|
| Vernal Pool                    | 1:1                                                            |
| Swale                          | 1:1                                                            |
| Stream/Creek (VPIH)            | 1:1                                                            |
| Seasonal wetland               | 1:1                                                            |
| Freshwater marsh               | 1:1                                                            |
| Open water                     | 1:1                                                            |
| Riparian                       | 1:1                                                            |
| Mine tailing riparian woodland | 1:1                                                            |

- B. **Compensatory Mitigation Prioritization.** When considering options for successfully providing the required compensatory mitigation, the type and location options shall be considered in the order presented in the Department of the Army, Corps of Engineers' Compensatory Mitigation for Losses of Aquatic Resources; Final Rule, 33 C.F.R. Part 332 § 332.3, paragraphs (b)(2) through (b)(6). However the preference hierarchy may be overridden when the required compensatory mitigation involves: larger, more ecologically valuable parcels; is subject to more rigorous scientific and technical analysis, planning and implementation; involves advanced site identification and planning; and utilizes significant investment of financial resources, for sites located to successfully replace lost functions and services, taking into account such watershed-scale features as aquatic habitat diversity, habitat connectivity, relationships to hydrologic sources, trends in land use, ecological benefits, compatibility with adjacent land uses, and in general and when practicable to meet the aforementioned considerations, in the same watershed. Therefore, any ILF Program adopted by the City consistent with the SSHCP Conservation Strategy and the ARP and approved by the USACE can be the preferred option for successfully providing required compensatory mitigation.
- C. **Compensatory Mitigation.** Allowable types of compensatory Aquatic Resource mitigation are listed below, in the general order of preference.
1. Re-establishment
  2. Rehabilitation
  3. Establishment (Creation)
  4. Enhancement

**ATTACHMENT I****16.135.080 Setback Standards.**

- A. Minimum Wetland and Stream Setback Standards.
  - 1. Refer to Chapter 5 of the South Sacramento Habitat Conservation Plan for minimum wetland and stream setback standards, which may be amended from time to time.
- B. Stream Setback Exemptions. The setback standards of this Chapter do not apply where there is:
  - 1. An existing Drainage Master Plan that was adopted prior to adoption of this Chapter; or
  - 2. An existing Specific, Master, or Community Plan that was adopted prior to adoption of this Chapter.
- C. Land Use Requirements within Wetland or Stream Setbacks.
  - 1. Any discretionary review of a proposed project must ensure that sufficient area exists outside of the Wetland or Stream Setback to accommodate primary and accessory structures, paved areas, septic systems, and other uses or activities that might adversely affect the functioning of the Wetland or stream.
  - 2. A conservation easement shall be recorded in a form approved by the Director as adequate to protect and maintain the Aquatic Resources and setback area consistent with the provisions of this Chapter. Conservation easements will run with the land in perpetuity and be binding on the property owner and successors.
  - 3. Any lands proposed for development that include all or a portion of a wetland or stream setback will, as a condition of any subdivision map, provide for vegetation or re-vegetation of any portions of the setback that are not vegetated at the time of the application or that were disturbed by prior land uses. Vegetation will include native or natural tree and plant species as deemed acceptable by the Director.
  - 4. For building lots that exist as of the date of adoption of this Chapter, but for which a building permit or a preliminary site plan approval has not been obtained or is no longer valid, the required minimum front, side, and rear structural setbacks may extend into the wetland or stream setback, provided that an easement is recorded that prohibits clearing or construction in the wetland or stream setback.
  - 5. A permanent physical demarcation along the upland boundary of the wetland or stream setback shall be installed and thereafter maintained. Such demarcation may consist of fencing or other prominent physical marking that does not impede flood flows and must be approved by the Director. Signs, approved by the Director, shall be posted at an interval of one (1) per one

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hundred (100) feet, indicating that the setback area is a protected area. Signs must be perpetually maintained at locations along the outer perimeter of the wetland or stream setback.

D. Allowable Uses Within Wetland and Stream Setbacks:

1. Refer to Chapter 5 of the South Sacramento Habitat Conservation Plan for allowable uses within stream and wetlands setbacks, which may be amended from time to time.

E. Wetland and Stream Setback Waivers. A waiver of wetland and stream setbacks may be granted by the Director under one of the following conditions:

1. A lot existing as of the date this Chapter is effective for which there is insufficient room outside the wetland or stream setback for uses permitted by the underlying zoning and for which there is no other reasonable or prudent alternative to placement in the setback, including obtaining variances from setback or other requirements that would allow conformance with the setback requirements.
2. An economic hardship whereby a project proponent demonstrates to the Director's satisfaction that the subject property is not capable of yielding an economic return as a result of unique circumstances specific to the subject property, as follows:
  - a. An economic hardship related to or arising from the characteristics of the property due to the particular physical surroundings, shape, or topographical conditions of the property involved, rather than the personal situations of the project proponent or the result of any action or inaction by the project proponent or the owner or predecessors in title.
  - b. The necessity of acquiring additional land to locate development outside the wetland or stream setback will not be considered an economic hardship unless the project proponent can demonstrate that there is no adjacent land that is reasonably available or could be obtained, used, expanded, or managed to fulfill the basic purpose of the proposed activity.
  - c. The proposed project will serve an essential public health and safety need, as demonstrated to the satisfaction of the Director.
3. A project proponent may submit a written request for a wetland or stream setback waiver to the Director. The written request must include specific reasons justifying the waiver and any other information necessary to evaluate the proposed waiver request. The Director may require an alternative analysis that clearly demonstrates that no other feasible alternatives exist and that minimal permanent and temporary impact would occur as a result of the project or development.
4. In granting a request for a wetland or stream setback waiver, the Director may require project design features including site design, landscape planting, fencing, signs, and water quality best management practices to reduce adverse permanent and temporary impacts on wetlands and streams and

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other sensitive resources.

**F. Nonconforming Structures.**

1. Legally existing but nonconforming structures and uses of land within wetland or stream setbacks may be continued. Encroachment into the wetland or stream setback will only be allowed where previous allowable (i.e., permitted or otherwise legal) development or disturbance exists. Existing impervious surfaces within the wetland or stream setback that resulted from previous allowable disturbances or developments shall not be expanded. If a legally existing but nonconforming use has been discontinued for a period of more than 90 days, it shall not thereafter be re-established, with the exception of agricultural uses that are following prescribed best management practices for crop rotation. However, resumption of agricultural uses must be strictly confined to the extent of disturbance existing at the time of adoption of this Chapter.
2. Activities that change the use of the Aquatic Resource and reduce the reach, or impair the flow or circulation of Aquatic Resources are required to obtain an Aquatic Resources Impact Permit. See Section 16.135.030(B)(3)(b).

**16.135.090 Alternatives for Compliance.**

- A. All of the provisions of this Chapter can be met by complying with an approved permit that satisfies all state and federal Clean Water Act requirements and Porter-Cologne Water Quality Control Act requirements.
  1. The Permit must provide coverage within the Plan Area that is applicable to this Chapter; and
  2. The Permit must require compensatory mitigation ratios that are equal to or greater than the ratios presented in this Chapter 16.135.070(A).

**16.135.100 Enforcement.**

- A. The City shall have jurisdiction to enjoin any activities in violation of this Chapter.
- B. In the event of a violation of this Chapter, the City shall have the power to order restoration of Aquatic Resources. If the responsible person, entity, or agent does not complete such restoration within a reasonable time following the order, the City shall have the authority to restore the affected aquatic resources to their prior condition and the person, entity, or agent responsible for the violation shall be held liable to the City for the cost of restoration.
- C. In addition to other remedies provided for elsewhere in this Chapter, the Director may suspend or revoke Aquatic Resource Impact Permit(s) issued in accordance with this Chapter and associated development permits if the project proponent or permittee has not complied with any or all of the conditions or limitations set forth

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in the Aquatic Resource Impact Permit, has exceeded the scope of work set forth in the Aquatic Resource Impact Permit, or has failed to undertake the project in the manner set forth in the Aquatic Resource Impact Permit.

- D. In the event that a violation of this Chapter occurs, the City will notify the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, the Regional Water Quality Control Board, and California Department of Fish and Wildlife. Notification will be in the form of a one-page form that describes the nature and extent of the violation, with an aerial photo depicting the location of the violation.

### **16.135.110 Severability.**

The City Council declares that should any section, paragraph, sentence, or word of this Chapter be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Chapter, independent of the provision declared invalid.

**ATTACHMENT 2****CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO  
CORDOVA, STATE OF CALIFORNIA, TO ESTABLISH THE SOUTH  
SACRAMENTO HABITAT CONSERVATION PLAN (SSHCP)  
MITIGATION FEE FOR FUNDING THE PRESERVATION OF  
NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE SSHCP**

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

**Section 1. Purpose and Declarations.**

**WHEREAS**, the South Sacramento Habitat Conservation Plan (SSHCP) area encompasses 317,656 acres in the southern portion of Sacramento County, including portions of unincorporated Sacramento County, Galt, and the southern half of Rancho Cordova (Plan Area); and

**WHEREAS**, the SSHCP is a regional effort that provides development and infrastructure projects with streamlined, predictable federal and state permitting processes while creating a preserve system to protect habitat, open space, and agricultural lands; and

**WHEREAS**, the SSHCP provides a more effective process for protecting natural resources as compared to the current project-by-project process of mitigation, that often results in small isolated preserves; and

**WHEREAS**, the SSHCP will help ensure the creation of large, interconnected preserves that are sustained in perpetuity by an adequately funded management program.

**Section 2. Findings.** The City Council hereby finds and determines as follows:

A. The preservation of vegetation communities and natural areas within the southern portion of Sacramento County which support species covered by the SSHCP is necessary to protect and promote the health, safety, and welfare of all the citizens of the City by reducing the adverse direct, indirect and cumulative effects of urbanization and development and providing for permanent conservation of habitat for species covered by the SSHCP.

B. It is necessary to establish a mitigation fee to ensure that all new development within the County pays its fair share of the costs of acquiring and preserving vegetation communities and natural areas within the City and the region which are known to support plant and wildlife species covered by the SSHCP.

C. A proper funding source to pay the costs associated with mitigating the direct, indirect and cumulative impacts of development to the natural ecosystems within the Ordinance No. XX-2018

## ATTACHMENT 2

City and the region, as identified in the SSHCP, is a development impact fee for residential, commercial, and industrial development. The amount of the fee is determined by the nature and extent of the impacts from the development to the identified natural ecosystems and or the relative cost of mitigating such impacts.

D. The SSHCP and the Nexus Study, a copy of which is on file in the City Clerk's office, provides a basis for the imposition of development impact fees on new construction.

E. The use of the development impact fees to mitigate the impacts to the City's and the region's natural ecosystems is reasonably related to the type and extent of impacts caused by development within the City.

F. The costs of funding the proper mitigation of natural ecosystems and biological resources impacted by development within the City and the region are apportioned relative to the type and extent of impacts caused by the development.

G. The facts and evidence provided to the County establish that there is a reasonable relationship between the need for preserving the natural ecosystems in the City and the region, as defined in the SSHCP, and the direct, indirect and cumulative impacts to such natural ecosystems and biological resources created by the types of development on which the fee will be imposed, and that there is a reasonable relationship between the fee's use and the types of development for which the fee is charged. This reasonable relationship is described in more detail in the SSHCP and the Nexus Study.

H. The cost estimates for mitigating the impact of development on the City's and the region's natural ecosystem and biological resources, as set forth in the SSHCP, are reasonable and will not exceed the reasonably estimated total of these costs.

I. The City Council finds that the benefit to each development project is greater than the amount of the fee to be paid by the project.

J. The fees collected pursuant to this Ordinance shall be used to finance the acquisition of the natural ecosystems and certain improvements described or identified in the SSHCP.

### **Section 3. CEQA Findings.**

The City Council hereby finds that in accordance with CEQA and the State CEQA Guidelines the adoption of this Ordinance is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Sections 15273 and 15378(b)(4) of the State CEQA Guidelines.

### **Section 4. Amendment of Title 22 of the Rancho Cordova Municipal Code.**

Chapter 22.45 is hereby added to the Rancho Cordova Municipal Code as shown and incorporated in Attachment 1 of this Ordinance.

### **Section 5. Severability.**

## ATTACHMENT 2

This Ordinance and the various parts, sections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall be affected thereby. If any part, sentence, paragraph, section, or clause of this Ordinance, or its application to any person entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section, or clause of this Ordinance, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Ordinance, or its application to other persons or entities. The City Council hereby declares that this Ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Ordinance not been included herein; or had such person or entity been expressly exempted from the application of this Ordinance.

### **Section 6. Effective Date.**

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on October 15, 2018. It was adopted on second reading on November 5, 2018 and shall become effective 30 days thereafter.

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.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Linda Budge, Mayor

**ATTEST:**

---

Stacy Leitner, City Clerk

**ATTACHMENT 2****CHAPTER 22.45****ESTABLISHMENT OF MITIGATION FEES FOR THE SOUTH SACRAMENTO  
HABITAT CONSERVATION PLAN**

## Sections:

22.45.010 Purpose.

22.45.020 Administrative Responsibility.

22.45.030 Definitions.

22.45.040 SSHCP Mitigation Fee.

22.45.050 Imposition of the SSHCP Mitigation Fee.

22.45.060 Payment of the SSHCP Mitigation Fee.

22.45.070 Refunds.

22.45.080 Accounting and Disbursement of Collected SSHCP Mitigation Fees.

22.45.090 Exemptions.

22.45.100 Land Dedication in Lieu of Development Fees.

**22.45.010 Purpose and Intent.**

A. The purpose of the development fee is to cover the mitigation costs associated with new development in the South Sacramento Habitat Conservation Plan Area.

B. Collectively, the development fees will provide the funding required to implement the SSHCP, and as a result, justify and maintain the incidental take permits for new private and public development in the Plan Area under the Federal Endangered Species Acts to ensure that adequate funding for the plan will be provided.

C. The purpose of this chapter is to implement the SSHCP requirements set forth in subsections (A) and (B) of this section and to use the authority in Article XI, Section [7](#) of the California Constitution by imposing development fees to mitigate the impacts to the City's and the region's natural ecosystems, the need for which is directly or indirectly generated by the type and extent of development proposed in the City of Rancho Cordova on which the fees will be imposed.

**22.45.020 Administrative Responsibility.**

The South Sacramento Conservation Agency (SSCA) is hereby appointed as the Administrator of this Ordinance. SSCA is hereby authorized to receive all fees generated from the SSHCP Mitigation Fee within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act.

**22.45.030 Definitions.**

As used in this Ordinance, the following terms shall have the following meanings:

"City Council" means the City Council of the City of Rancho Cordova.

## ATTACHMENT 2

“City” means the City of Rancho Cordova.

“Development” means a human-created change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavating, and drilling.

“Development Project” or “Project” means any project undertaken for the purpose of development pursuant to the issuance of a building permit by the County pursuant to all applicable ordinances, regulations, and rules of the County and state law.

“Accessory Dwelling Units” according to the State of California legal definition as following: 1) The second unit is not intended for sale and may be rented; 2) The lot is zoned for single-family dwellings; 3) The lot contains an existing single-family dwelling; 4) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling; and 5) Are ministerially amended by each jurisdiction’s local codes.

“Ordinance” means this Ordinance of the City of Rancho Cordova.

“Revenue” or “Revenues” means any funds received by the City pursuant to the provisions of this Ordinance for the purpose of defraying all or a portion of the cost of acquiring and preserving vegetation communities and natural areas within the City and the region which are known to support threatened, endangered or key sensitive populations of plant and wildlife species.

“South Sacramento Conservation Agency” or “SSCA” means the governing body established pursuant to the SSHCP that is delegated the authority to oversee and implement the provisions of the SSHCP.

“South Sacramento Habitat Conservation Plan” or “SSHCP” means the South Sacramento Habitat Conservation Plan, adopted by the City of Rancho Cordova on October 15, 2018.

“SSHCP Mitigation Fee” or “Fee” means the development impact fee imposed pursuant to the provisions of this Ordinance.

Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the SSHCP.

### **22.45.040 SSHCP Mitigation Fee.**

A. Adoption of SSHCP Mitigation Fee Schedule. The City Council shall adopt an applicable SSHCP Mitigation Fee schedule through a separate resolution, which may be amended from time to time.

B. Periodic Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the SSCA Governing Board. By amendment to the Resolution referenced in subsection A, above, the fees may be increased or decreased to reflect

## ATTACHMENT 2

the changes in actual and estimated costs of the SSHCP including, but not limited to, debt service, lease payments and acquisition costs. The adjustment of the fees may also reflect changes in the facilities required to be acquired, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to implement the SSHCP.

C. Authority. SSCA shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided.

### **22.45.050 Imposition of the SSHCP Mitigation Fee.**

Notwithstanding any other provision of the Rancho Cordova Municipal Code, no permit shall be issued for any Development Project unless the SSHCP Mitigation Fee applicable to such Development Project has been paid.

### **22.45.060 Payment of SSHCP Mitigation Fee.**

A. The SSHCP Mitigation Fee shall be paid in full in accordance with applicable law.

B. The SSHCP Mitigation Fee shall be assessed one time per lot or parcel, except when additional construction or improvement on the lot or parcel results in the disturbance of additional area.

C. The SSHCP Mitigation Fee required to be paid under this Ordinance shall be the fee in effect at the time the permit is issued for which the SSHCP Mitigation Fee is assessed.

D. Notwithstanding anything in the Rancho Cordova Municipal Code, or any other written documentation to the contrary, the SSHCP Mitigation Fee shall be paid whether or not the Development Project is subject to conditions of approval by the City imposing the requirement to pay the fee.

E. If all or part of the Development Project is sold prior to payment of the SSHCP Mitigation Fee, the Project shall continue to be subject to the requirement to pay the fee as provided herein.

### **22.45.070 Refunds.**

There shall be no refund of all or part of any SSHCP Mitigation Fee paid under this Ordinance except in cases of miscalculation of the applicable fee. Only in cases of miscalculation of the fee will the person or entity that paid the SSHCP Mitigation Fee be entitled to a refund provided, however, that the deadlines set forth in Government Code section 66020(d) shall apply to any and all requests for refunds.

### **22.45.080 Accounting and Disbursement of Collected SSHCP Mitigation Fees.**

## ATTACHMENT 2

A. All fees paid pursuant to this Ordinance shall be deposited, invested, accounted for, and expended in accordance with Section 66006 of the Government Code and all other applicable provisions of law.

B. Subject to the provisions of this section, all fees collected pursuant to this Ordinance shall be remitted to the South Sacramento Conservation Agency at least quarterly.

### **22.45.090 Exemptions.**

The following types of construction shall be exempt from the provisions of this Ordinance:

A. Reconstruction or improvements that are damaged or destroyed by fire or other natural causes, provided that the reconstruction or improvements do not result in additional usable square footage.

B. Rehabilitation or remodeling to an existing Development Project, provided that the rehabilitation or remodeling do not result in additional usable square footage.

C. Accessory Dwelling Units, constructed on developed residential property and meeting all state and County requirements for such units.

D. Existing improvements that are converted from an existing permitted use to a different permitted use, provided that no additional area of the property is disturbed as a result of such conversion.

E. Development Projects which are the subject of a development agreement entered into pursuant to Government Code section 65864 et seq., prior to the effective date this Ordinance wherein the imposition of new fees are expressly prohibited, provided that if the term of such a development agreement is extended by amendment or by any other manner after the effective date of this Ordinance, the SSHCP Fee shall be imposed.

### **22.45.100 Land Dedication in Lieu of Development Fees.**

The implementation strategy outlined in Chapter 9 of the SSHCP describes a land dedication process where project proponents can dedicate land towards satisfying their mitigation requirements and thereby reduce their SSHCP mitigation fees. When the dedication of land is accepted into the SSHCP Preserve System, the SSHCP Mitigation Fee will be adjusted by excluding the appropriate portion of the land acquisition component of the SSHCP Mitigation Fee. The remaining components of the SSHCP Mitigation Fee (i.e., Re-establishment/Establishment, Endowment, and Other) will remain unchanged, as they are used to fund ongoing conservation activities that are required on all Preserve lands.

## MEMORANDUM

**DATE:** November 5, 2018  
**TO:** Honorable Mayor and Council Members  
**FROM:** Chris Pittman, Chief of Police



**SUBJECT: A RESOLUTION ACCEPTING A TOBACCO LAW ENFORCEMENT GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE (DOJ) IN THE AMOUNT OF \$42,468 AND AUTHORIZING CITY MANAGER TO EXECUTE A GRANT AGREEMENT**

### **RECOMMENDATION**

Adopt the Resolution.

### **RESULT OF RECOMMENDED ACTION**

The Rancho Cordova Police Department will accept \$42,468 in grant money from the Tobacco Law Enforcement Grant Program administered by DOJ to undertake education and enforcement of tobacco laws with a focus on general enforcement at on-sale and off-sale problem establishments.

### **BACKGROUND**

The Rancho Cordova Police Department submitted a grant application to the California Department of Justice (DOJ) and was awarded \$42,468. The project will utilize sworn personnel to conduct thirteen (13) undercover and enforcement operations to include, four (4) minor decoy, five (5) shoulder tap, and four (4) general enforcement operations on an overtime basis.

Patrols will be used to focus on areas where there is a high concentration of liquor establishments that often contribute to increased crimes such as assaults, thefts, robberies and narcotic violations.

The effectiveness of this program will be measured by a decrease and anticipated reduction in the illegal sales of tobacco products to persons under 21 years of age. The Rancho Cordova Police Department will also obtain resources for education and enforcement toward combatting the illegal purchase/sales of tobacco products to underage users.

The goals and objectives for this funding will focus on the following:

- Continue Minor Decoy/Shoulder Tap operations.
- Implement general enforcement operations around problem areas.
- Provide training to local business owners and employees.
- Team with community based organizations on education and preventative programs.
- Educate members of the community to reduce the amount of sales of tobacco to minors.

Officer Petersen will be assigned as the Project Director. He has coordinated several other related operations in the past and has facilitated training for local business owners and employees.

#### **ATTACHMENTS**

1. Resolution
2. Exhibit A to the Resolution – Grant Application
3. Exhibit B to the Resolution – Grant Award Letter
4. Police Department Memorandum of Understanding

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ACCEPTING A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE (DOJ) IN THE AMOUNT OF \$42,468 AND AUTHORIZING CITY MANAGER TO EXECUTE A GRANT AGREEMENT**

**WHEREAS**, The Rancho Cordova Police Department desires to undertake education and enforcement of Tobacco laws with a focus on general enforcement at on-sale and off-sale problem establishments; and

**WHEREAS**, This education and enforcement will be funded in part from funds in the amount of \$42,468 made available through the Tobacco Law Enforcement Grant Program administered by the Department of Justice (DOJ); and

**WHEREAS**, Cyrus Abhar, City Manager of the City of Rancho Cordova is authorized to execute a grant agreement with the California State Department of Justice for the program as described in **Exhibit A**; and

**WHEREAS**, Any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency; and

**WHEREAS**, Grant funds received hereunder shall not be used to supplant expenditures controlled by the City of Rancho Cordova.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute a grant agreement with the California Department of Justice (DOJ).

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

**TOBACCO LAW ENFORCEMENT  
GRANT PROGRAM**

**DOJ-PROP56-2017-18-1**

**PROPOSAL COVER SHEET**

SUBMITTED BY:



City of Rancho Cordova

Police Department, Problem Oriented Policing (POP) Unit

Sacramento County Sheriff's Department

Deputy Gregory Ma, (916)875-9657

Authorized Signatures:

  
LT. CHRIS LEWIS #90 for  
Chris Pittman, Chief of Police, 3/23/18

10-11-18

RECEIVED

MAR 22 2018

Division of Law Enforcement  
Office of the Chief

**TOBACCO LAW ENFORCEMENT GRANT PROGRAM**

Due: March 23, 2018, by 5 pm

**Submittal Requirements**

**SCOPE OF WORK**

**i. Summary**

**a. Agency Description**

Rancho Cordova is located in the eastern portion of Sacramento County. The city's current population is approximately 73,872. Approximately 52.3% of the population is Caucasian, 19.7% is Hispanic or Latino, 11.8% is Asian, 9.7% is African-American, and 6.5% identifies as Other. The City of Rancho Cordova contracts law enforcement services with the Sacramento County Sheriff's Department, which serves the city as the Rancho Cordova Police Department (RCPD). The department is a full-service agency. RCPD embraces community-oriented policing as the method by which it serves an incorporated community. Under Chief of Police Chris Pittman, RCPD currently comprises 1 captain, 4 lieutenants, 11 sergeants, and 53 sworn officers.

Within the Rancho Cordova Police Department, a special unit has been created to address specific problems in the community. This unit, the Problem Oriented Policing (POP) Unit, consists of a sergeant, five POP officers, two school resource officers, one youth services officer, two Homeless Outreach Team (HOT) officers, and a crime prevention specialist. The POP sergeant oversees all tobacco licensing and enforcement.

RCPD recently adopted and implemented Intelligence Lead Policing (ILP). With the implementation of ILP came a change to the shift model in the department. RCPD now has three shifts covering morning watch, day watch, and evening watch. The shifts comprise two teams per shift that cover both halves of the week, with one overlap day where all personnel work one day per week. With this schedule, each shift is now responsible for special projects in the community to help enhance policing efforts and the safety of the community.

There are 52 active tobacco retailers in Rancho Cordova.

**b. Funding Requested**

The RCPD is requesting \$48,256 to conduct enforcement operations in the 2018/19 fiscal year.

Based on estimates, it costs roughly \$3,712 for a 5-hour operation staffed with 8 deputies and 1 sergeant. The department will conduct 13 operations (4 minor decoy, 5 shoulder tap, 4 general enforcement) with funding from this grant.

c. Goals and Objectives

Goals:

Identify problematic licensed tobacco retailers by:

Conducting 4 minor decoy operations at local licensed tobacco retailers (including but not limited to convenience stores, gas stations, hookah bars, smoke lounges, smoke shops), where an underage decoy will enter the business and attempt to purchase tobacco products.

Conducting 5 shoulder tap operations at local licensed tobacco retailers (including but not limited to convenience stores, gas stations, hookah bars, smoke lounges, smoke shops), where an underage decoy will ask people around the business to purchase tobacco products for them and/or ask for single cigarettes, aka "loosies."

Conducting 4 general enforcement operations, where deputies will proactively seek out crimes related to tobacco in and around licensed tobacco retailers (including but not limited to convenience stores, gas stations, hookah bars, smoke lounges, smoke shops).

d. Measurable Outcomes

Through the proposed operations, the Rancho Cordova Police Department anticipates a reduction in the illegal sales of tobacco products to persons under 21 years of age.

Underage tobacco user have the perception that they can easily purchase tobacco products from establishments in Rancho Cordova. At this point in time, RCPD has no staff designated to investigate/enforce tobacco laws. Because tobacco laws specifically are going unenforced, it leads to the perception that all laws are unenforced in the community. This perception can then lead to an overall decreased quality of life for both residents of and visitors to Rancho Cordova.

With funding from this grant, the department will have the financial resources for education and enforcement toward combatting the illegal purchase/sales of tobacco products to underage users.

**ii. Problem Statement**

The Folsom Boulevard corridor has historically been an area of higher crime rates in the city. In 2015, 14% of the city's crimes occurred along a 3.5-mile stretch of the corridor; this percentage equates to a 1% decrease in crimes as compared to 2014. The Folsom Boulevard corridor accounts for approximately 10% of the city's area. These crimes include burglary, larceny, assaults,

robberies, and narcotics violations. In 2016, 426 of the city's 3,640 crime reports were generated in this same area, accounting for 12% of crime in Rancho Cordova. In 2017, 536 of the city's 3,638 crime reports were generated in the same area, accounting for 15% of reported crime in the community.

Rancho Cordova has 52 tobacco retailers, with 20 of those retailers located along a 5-mile stretch of Folsom Boulevard. At this time, there are no known specific problem locations that are contributing to the illegal sale of tobacco to minors due to the current lack of enforcement.

In addition to Rancho Cordova, unincorporated areas surrounding the city are also serviced by the Sacramento County Sheriff's Department. These areas include Gold River, Rosemont, Mather, and La Riviera (95670, 95826, 95827, 95655 zip codes). Tobacco enforcement operations will also be conducted in these areas with the award of this grant.

**iii. Project Description**

The project will utilize sworn personnel to conduct undercover and enforcement operations on an overtime basis. All operations will be coordinated through the POP Unit and when possible, will utilize patrol staffing. Our goals and objectives will predominantly focus on preventing tobacco from getting into the hands of youth by implementing effective enforcement strategies in targeted problem areas.

RCPD will use this funding to enhance the education of licensees and their employees through training. In addition, the department will increase communication and involvement with students and youth by meeting with student and youth organizations or by holding meetings at schools and/or colleges at least two times.

**iv. Project Personnel**

The Rancho Cordova Police Department will assign the POP Unit to coordinate all tobacco enforcement operations, presentations, and training. The POP Unit currently consists of Sergeant V. Johnson, Officer G. Ma, Officer E. Petersen, Officer W. Winton, Officer J. Wall, Officer M. Matranga, Officer Z. Buksh (HOT), Officer M. Chesterman (HOT), and Officer J. De La Cruz, who is the unit's youth services officer. In addition, the POP Unit is augmented by two Sacramento County probation officers.

Officer Ma will be assigned as the project director. No new personnel will be needed. All operations will occur during overtime shifts.

**v. Budget**

The proposed budget for this project is included in this proposal. The department will not be using any other funding sources.

|          | Hrs | Incentive | Hrly Rate | Hourly Incent | OT Rate      | Incentive         | O/T Wages          | 7.650%            | O/T Costs          |
|----------|-----|-----------|-----------|---------------|--------------|-------------------|--------------------|-------------------|--------------------|
| SERGEANT | 65  | 20%       | \$50.33   | 15.10         | 75.50        | 981.44            | 4,907.18           | 450.48            | 6,339.09           |
| DEPUTY   | 65  | 20%       | \$43.41   | 13.02         | 65.12        | 846.50            | 4,232.48           | 388.54            | 5,467.51           |
| DEPUTY   | 65  | 20%       | \$43.41   | 13.02         | 65.12        | 846.50            | 4,232.48           | 388.54            | 5,467.51           |
| DEPUTY   | 65  | 20%       | \$43.41   | 13.02         | 65.12        | 846.50            | 4,232.48           | 388.54            | 5,467.51           |
| DEPUTY   | 65  | 20%       | \$43.41   | 13.02         | 65.12        | 846.50            | 4,232.48           | 388.54            | 5,467.51           |
| DEPUTY   | 65  | 15%       | \$43.41   | 9.77          | 65.12        | 634.87            | 4,232.48           | 372.35            | 5,239.70           |
| DEPUTY   | 65  | 15%       | \$43.41   | 9.77          | 65.12        | 634.87            | 4,232.48           | 372.35            | 5,239.70           |
| DEPUTY   | 65  | 10%       | \$43.41   | 6.51          | 65.12        | 423.25            | 4,232.48           | 356.16            | 5,011.89           |
| DEPUTY   | 65  | 0%        | \$43.41   |               | 65.12        |                   | 4,232.48           | 323.78            | 4,556.26           |
|          |     |           |           |               | <b>TOTAL</b> | <b>\$6,060.41</b> | <b>\$38,766.98</b> | <b>\$3,429.29</b> | <b>\$48,256.67</b> |

**XAVIER BECERRA**  
**Attorney General**

*State of California*  
**DEPARTMENT OF JUSTICE**



Telephone: (916) 210-7418  
E-Mail Address: Shannon.Patterson@doj.ca.gov

October 18, 2018

Gli Bell, Division Budget Coordinator  
City of Rancho Cordova Police Department  
2897 Kilgore Road  
Rancho Cordova, CA 95670

Re: Tobacco Law Enforcement Grant

Dear Ms. Bell:

Congratulations! Your grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for funding. Your agency was granted \$42,468 over a two-year period to fund tobacco reduction efforts within your jurisdiction.

I will work with you to finalize any pending details. In the meantime, please do not hesitate to contact me if you have any questions during this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Patterson", written over a horizontal line.

SHANNON PATTERSON  
Staff Services Manager II

For XAVIER BECERRA  
Attorney General

**ATTACHMENT 4**

#193-2018

*City of Rancho Cordova*  
*Police Department*

Deputy Erik Petersen  
Problem Oriented Policing (POP) Unit  
(916) 875-9636

## **MEMORANDUM OF UNDERSTANDING**

with the

California Department of Justice

*July 1, 2018 – June 30, 2019*

**ATTACHMENT 4**

#193-2018

**I PURPOSE**

This Memorandum of Understanding (the “MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Rancho Cordova Police Department (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2019.

The DOJ grants to Grantee \$42,468 (the “Grant Amount”) for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU.

**II COMMUNICATION**

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Tobacco Grant Unit at:

California Department of Justice  
 Division of Law Enforcement  
 Attn: Shannon Patterson  
 1300 I Street, Suite 1140  
 Sacramento, CA 95814  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)  
 (916) 210-7418

**III BUDGET**

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Grantee must submit any request for a change to a Budget item in writing or via e-mail to the DOJ and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit at least thirty (30) days in advance of any change to the Budget item.

**IV COST REIMBURSEMENT/INVOICING**

**ATTACHMENT 4**

#193-2018

DOJ agrees to reimburse Grantee, in arrears, for Grantee's actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget, included completed travel and training, if applicable. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.<sup>1</sup>

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15<sup>th</sup> calendar day following the month of expenditure. (Example, a purchase made on June 2<sup>nd</sup> would require invoice to be received by the DOJ no later than July 15<sup>th</sup>).

Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice  
Division of Law Enforcement  
Attn: Tobacco Grant Unit  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)

## **V BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

---

<sup>1</sup> Approved Budget included under Attachment 1.

**ATTACHMENT 4**

#193-2018

**VI QUARTERLY REPORTING REQUIREMENTS**

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

- 1) January 1 through March 31: Due April 15
- 2) April 1 through June 30: Due July 15
- 3) July 1 through September 30: Due October 15
- 4) October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

**VII ADMINISTRATION AND AUDIT**

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records.

[Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

**VIII GRANTEE CONTACT INFORMATION**

Captain Chris A. Pittman  
 Rancho Cordova Police Department, Police Chief  
 2897 Kilgore Road, Rancho Cordova, CA 95670  
 916-875-9603  
[cpittman@sacsheriff.com](mailto:cpittman@sacsheriff.com)

Sergeant Vanessa J. Johnson

**ATTACHMENT 4**

#193-2018

Rancho Cordova Police Department, POP Unit  
 2897 Kilgore Road, Rancho Cordova, CA 95670  
 916-875-5710  
[vjohnson@sacsheriff.com](mailto:vjohnson@sacsheriff.com)

SRO II Glirea D. Bell  
 Rancho Cordova Police Department, Finance  
 2897 Kilgore Road, Rancho Cordova, CA 95670  
 916-875-9605  
[gbell@sacsheriff.com](mailto:gbell@sacsheriff.com)

**IX MISCELLANEOUS PROVISIONS**

Amendment-No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

**X AUTHORIZATION**

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all its attachments, and will become effective upon completion of signature from all parties. .

\_\_\_\_\_  
**Cyrus Abhar**  
 City Manager  
 Rancho Cordova City Hall

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**Chris A. Pittman**

\_\_\_\_\_  
 Date

ATTACHMENT 4

#193-2018

Chief of Police  
Rancho Cordova Police Department

\_\_\_\_\_  
**Vanessa J. Johnson**  
POP Sergeant  
Rancho Cordova Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
**SHANNON PATTERSON, GRANT MGR.**  
Office of the Chief  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**KEVIN GARDNER, Chief**  
Office of the Chief  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CHRIS RYAN, Chief**  
Office of Fiscal Management  
California Department of Justice

\_\_\_\_\_  
Date



## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Albert Stricker, Public Works Director  
Marilyn Phelps, Assistant Land Surveyor

**SUBJECT:** A RESOLUTION APPROVING THE FINAL MAP OF DOUGLAS 98 PHASE 1, SUBDIVISION NO. FM-2018-004-02 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT



### **RECOMMENDATION**

Adopt the Resolution.

### **RESULT OF RECOMMENDED ACTION**

Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 194-2018 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with Woodside 05N, LP and the recording of the final subdivision map for Douglas 98 Phase 1, creating 230 new residentially zoned lots, 2 park sites and 7 paseo lots located south of Douglas Road and west of Grant Line Road.

### **BACKGROUND**

The final map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal code and the California Subdivision map Act. The City Council approved the Tentative Map on August 19, 2013. A copy of the final map ([Attachment 3](#)) and copy of the vicinity map ([Attachment 4](#)) are included with this letter.

Roads are offered for dedication with this subdivision. Woodside 05N LP has provided a performance and labor and material bond guaranteeing the construction of the public improvements. TSD Engineering, Inc., has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc., dated February 2018.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2018/2019 estimated taxes have been secured with the Sacramento County Tax Collector.

### **FISCAL IMPACT**

There is no fiscal impact to the City.

**ATTACHMENTS**

1. Resolution
2. Subdivision Improvement Agreement Contract No. 194-2018
3. 8 ½ " X 11" Copy of Final Map
4. Vicinity Map

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF DOUGLAS 98 PHASE 1,  
SUBDIVISION NO. FM-2018-004-02, AND AUTHORIZING THE EXECUTION OF THE  
SUBDIVISION IMPROVEMENT AGREEMENT - CONTRACT NO. 194-2018**

**WHEREAS**, the City Council approved the Tentative Map for the Douglas 98 Subdivision on August 19, 2013 per Resolution No. 103-2013; and

**WHEREAS**, the City Engineer has determined that the Final Map for Phase 1 of the subdivision is in substantial compliance with the approved tentative map; and

**WHEREAS**, the conditions of approval have been complied with; and

**WHEREAS**, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

**WHEREAS**, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

**WHEREAS**, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** that the City Council approves the Final Map for Douglas 98 Phase 1, Subdivision No. FM-2018-004-02 and authorizes the City Manager to execute a Subdivision Improvement Agreement (Attachment 2) on behalf of the City in connection with Woodside 05N LP in the form attached to the staff report on this item and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTACHMENT 1**

**ATTEST:**

---

Stacy Leitner, City Clerk

**SUBDIVISION IMPROVEMENT AGREEMENT**      **ATTACHMENT 2**

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter, "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Woodside 05N, LP, a California limited partnership (hereinafter "Principal").

**RECITALS**

**WHEREAS**, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

**WHEREAS**, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

**WHEREAS**, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

**WHEREAS**, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1.     **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2.     **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3.     **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Douglas 98 Phase 1 Subdivision No. FM-2018-004-02** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4.     **Completion of Improvements.** In consideration of such approval, Principal

**ATTACHMENT 2**

agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

**5. Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

**6. Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

**7. Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

**8. Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

**9. Indemnity.** Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

**10. Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

**ATTACHMENT 2****11. Improvement Security.** (a) Principal shall obtain and furnish to City an

improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$3,345,746**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

**12. Improvement Security As Condition Precedent.** The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

**13. Inspection of Work In Progress.** (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

**ATTACHMENT 2**

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

**14. Execution By Real Party In Interest.** Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

**15. Waiver of Civil Code Section 2819.** Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

**16. City Construction of Improvements.** In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

**17. Interest.** Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

**18. Attorneys' Fees.** In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

**ATTACHMENT 2**

**19. Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

**20. Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

**21. Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**22. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

**23. Time.** Time is of the essence in the performance of each and every term of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto 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

PRINCIPAL

\_\_\_\_\_  
Linda Budge, Mayor

  
\_\_\_\_\_  
Brian Cutting, Authorized Agent

ATTEST:

\_\_\_\_\_  
Stacy Leitner, City Clerk

3047189.1

8/20/18

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF DOUGLAS 98 PHASE 1.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS DOUGLAS ROAD, ALLEY 19, ALLEY 20, ALLEY 21, ALLEY 22, CORDYLINE WAY, CYPRESS GROVE DRIVE, GLASS BEACH DRIVE, HALES GROVE WAY, HEARST CASTLE WAY, KNIGHTSBROOK AVENUE, LA GRANADA WAY, MACKERRICHER WAY, MAGENTA BLOOM WAY, OCEANVIEW DRIVE, ROSILLA COAST LANE, SEAHAVEN WAY, TOWER BEACH WAY AND WINDANSEA LANE SHOWN HEREON; AND ALSO OFFER FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONESERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS H AND I SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- C. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.
- D. RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- E. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC ROADS SHOWN HEREON.

WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: WDS GP, INC., A CALIFORNIA CORPORATION,  
GENERAL PARTNER

BY: SCOTT HOISINGTON, VICE PRESIDENT DATE:

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO )

ON BEFORE ME, E. BENNETT, A NOTARY PUBLIC PERSONALLY APPEARED SCOTT HOISINGTON WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

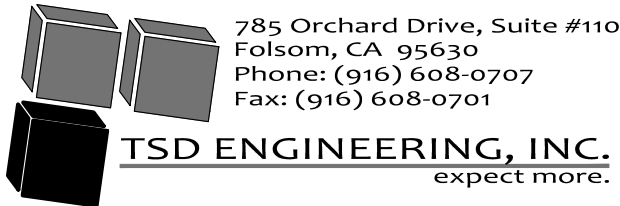
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE E. BENNETT  
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN SACRAMENTO COUNTY

MY COMMISSION NO. 2147106 EXPIRES: MARCH 20, 2020

FINAL MAP OF  
DOUGLAS 98 PHASE 1  
SUBDIVISION NO. FM-2018-004-02  
BEING ALL OF LOTS 1 AND 2 AS SHOWN ON THE  
FINAL MAP OF "DOUGLAS 98 LARGE LOT MAP",  
FILED IN BOOK 404 OF MAPS, AT PAGE 4  
SACRAMENTO COUNTY RECORDS  
CITY OF RANCHO CORDOVA  
COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA  
NOVEMBER 2018

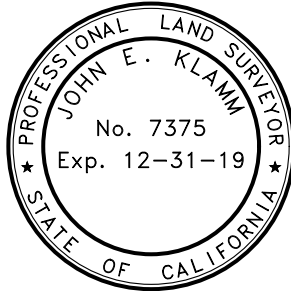


SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WOODSIDE 05N, LP IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE:

JOHN E. KLAMM, L.S. 7375



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE:

CITY ENGINEER, ALBERT STRICKER  
R.C.E. 64057  
EXPIRATION DATE: 9/30/20

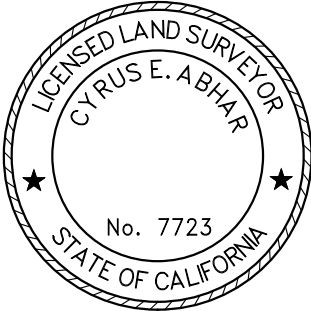


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE:

LAND SURVEYOR, CYRUS E. ABHAR,  
P.L.S. 7723  
EXPIRATION DATE: 12/31/18



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS DOUGLAS ROAD, ALLEY 19, ALLEY 20, ALLEY 21, ALLEY 22, CORDYLINE WAY, CYPRESS GROVE DRIVE, GLASS BEACH DRIVE, HALES GROVE WAY, HEARST CASTLE WAY, KNIGHTSBROOK AVENUE, LA GRANADA WAY, MACKERRICHER WAY, MAGENTA BLOOM WAY, OCEANVIEW DRIVE, ROSILLA COAST LANE, SEAHAVEN WAY, TOWER BEACH WAY AND WINDANSEA LANE TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO SUBJECT TO THE IMPROVEMENT THEREOF.

DATED

CITY CLERK OF THE CITY OF RANCHO CORDOVA

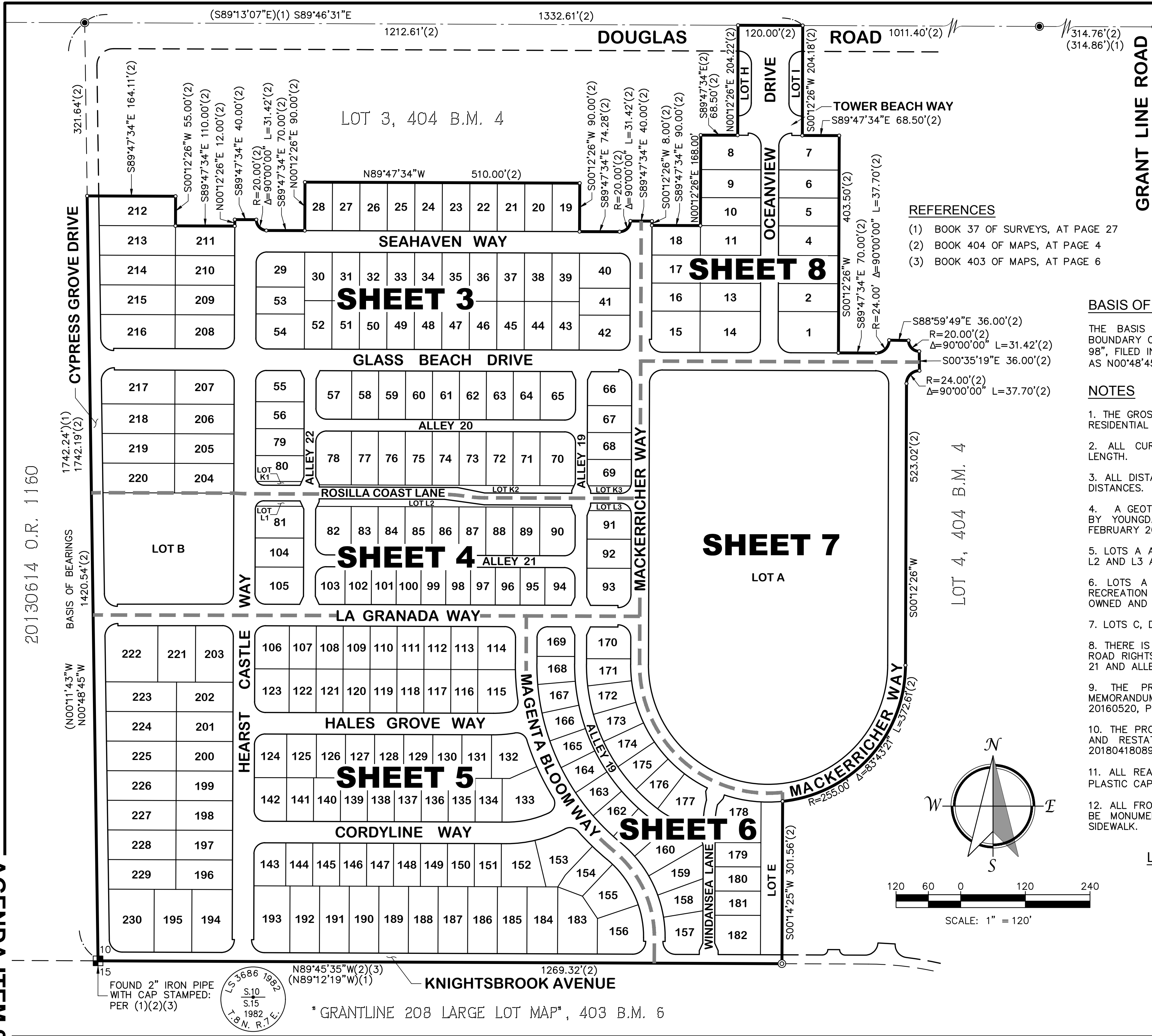
RECORDER'S STATEMENT

FILED THIS DAY OF, 2018, AT .M., IN BOOK OF MAPS, AT PAGE, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. ON FILE IN THIS OFFICE.

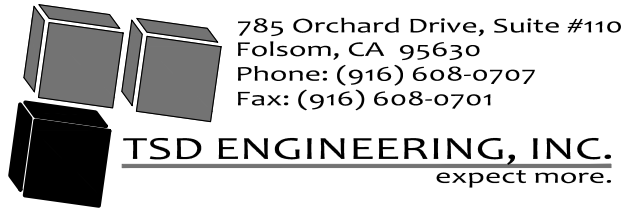
DONNA ALLRED, COUNTY RECORDER BY: DEPUTY COUNTY RECORDER

FILE NO.

20130614 O.R. 1160



FINAL MAP OF  
**DOUGLAS 98 PHASE 1**  
**SUBDIVISION NO. FM-2018-004-02**  
BEING ALL OF LOTS 1 AND 2 AS SHOWN ON THE  
FINAL MAP OF "DOUGLAS 98 LARGE LOT MAP",  
FILED IN BOOK 404 OF MAPS, AT PAGE 4  
SACRAMENTO COUNTY RECORDS  
CITY OF RANCHO CORDOVA  
COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA  
NOVEMBER 2018



**REFERENCES**

- (1) BOOK 37 OF SURVEYS, AT PAGE 27
- (2) BOOK 404 OF MAPS, AT PAGE 4
- (3) BOOK 403 OF MAPS, AT PAGE 6

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE WEST BOUNDARY OF LOTS 1 AND 3, AS SHOWN ON THE LARGE LOT MAP OF "DOUGLAS 98", FILED IN BOOK 404 OF MAPS, AT PAGE 4, THE BEARING OF WHICH IS GIVEN AS N00°48'45"W BETWEEN FOUND MONUMENTS SHOWN HEREON.

**NOTES**

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 47.538± ACRES, CONSISTING OF 230 RESIDENTIAL LOTS AND 11 MISCELLANEOUS LOTS.
- 2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
- 3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
- 4. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., PROJECT NO. E18040.000, DATED FEBRUARY 2018.
- 5. LOTS A AND B ARE FOR PARK PURPOSES, AND LOTS E, I, H, K1, K2, K3, L1, L2 AND L3 ARE FOR LANDSCAPE, PEDESTRIAN AND PUBLIC UTILITY PURPOSES.
- 6. LOTS A AND B ARE TO BE OWNED AND MAINTAINED BY THE CORDOVA RECREATION AND PARK DISTRICT. LOTS E, K1, K2, K3, L1, L2, AND L3 ARE TO BE OWNED AND MAINTAINED BY THE CITY OF RANCHO CORDOVA.
- 7. LOTS C, D, F, G AND J ARE PURPOSELY NOT INCLUDED ON THIS MAP.
- 8. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON, EXCEPT FOR ALLEY 19, ALLEY 20, ALLEY 21 AND ALLEY 22.
- 9. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
- 10. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED AS DOCUMENT NO. 201804180891, O.R.
- 11. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS. 7375", UNLESS OTHERWISE NOTED.
- 12. ALL FRONT LOT CORNERS AND REAR LOT CORNERS FRONTING ALLEYS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK.

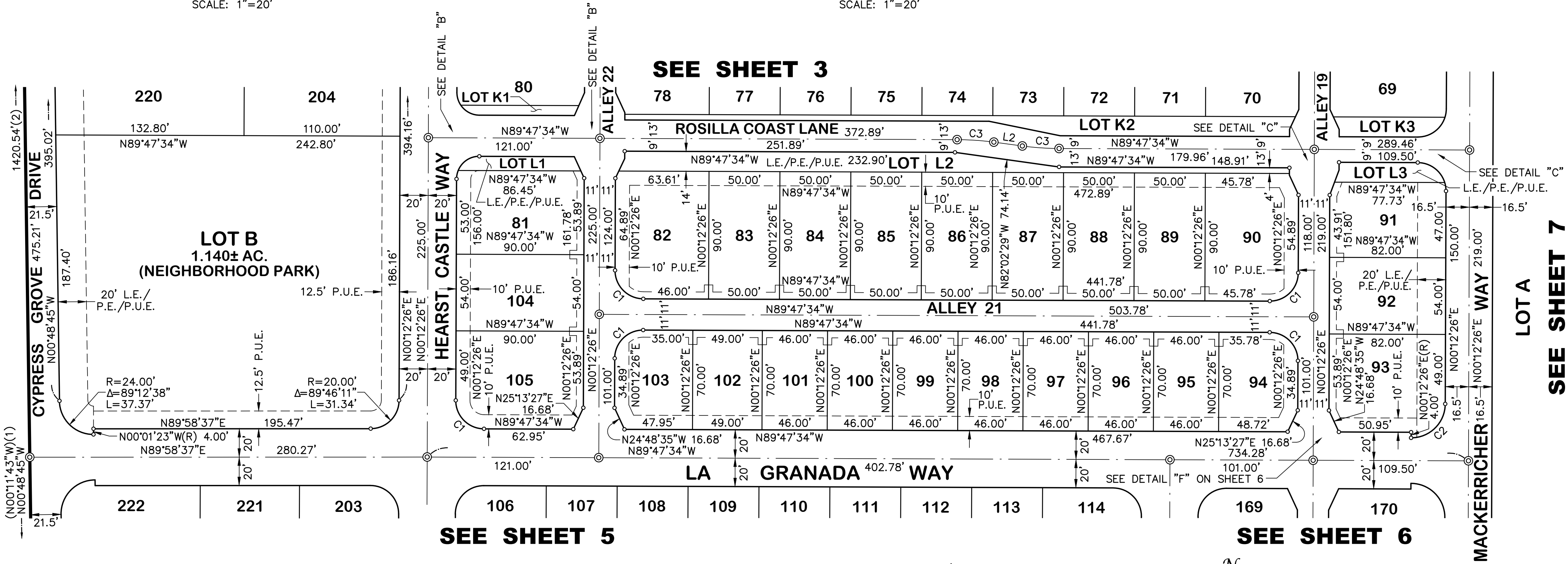
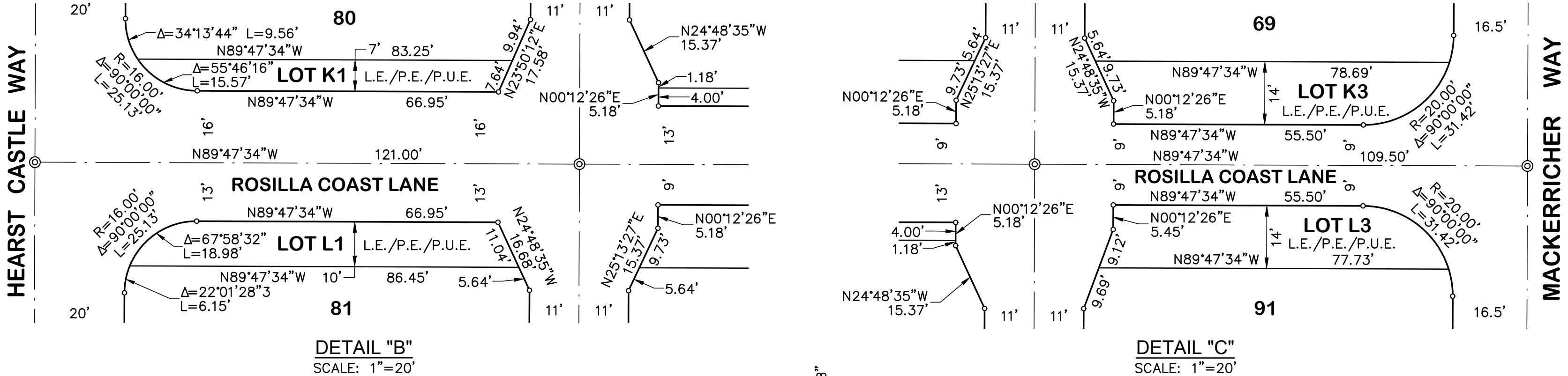
**LEGEND**

- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ⊙ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
- L.E. LANDSCAPING EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT



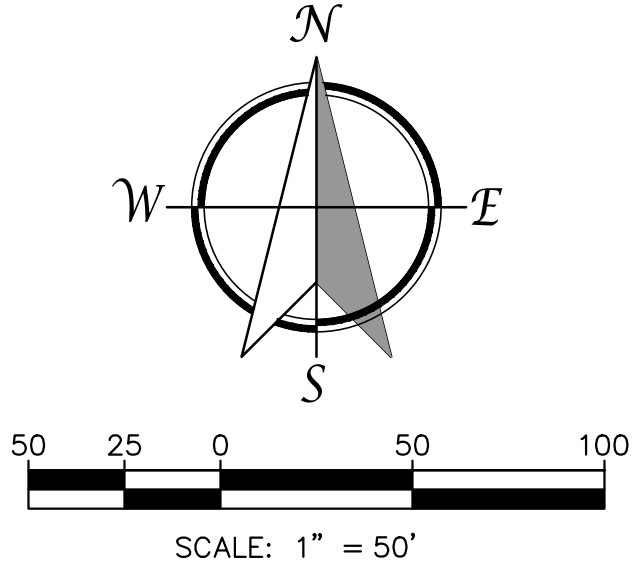
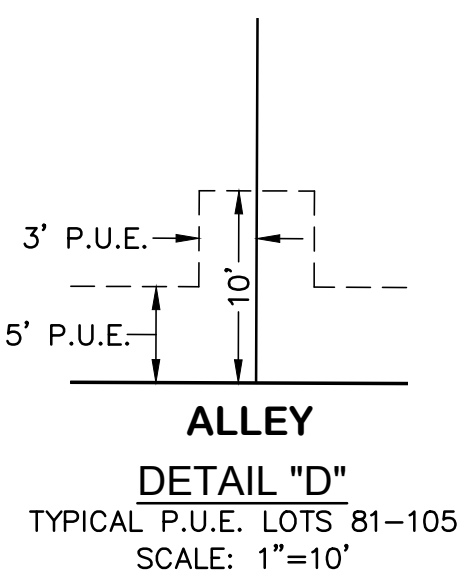
FINAL MAP OF  
**DOUGLAS 98 PHASE 1**  
SUBDIVISION NO. FM-2018-004-02  
BEING ALL OF LOTS 1 AND 2 AS SHOWN ON THE  
FINAL MAP OF "DOUGLAS 98 LARGE LOT MAP",  
FILED IN BOOK 404 OF MAPS, AT PAGE 4  
SACRAMENTO COUNTY RECORDS  
CITY OF RANCHO CORDOVA  
COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA  
NOVEMBER 2018

785 Orchard Drive, Suite #110  
Folsom, CA 95630  
Phone: (916) 608-0707  
Fax: (916) 608-0701  
**TSD ENGINEERING, INC.**  
expect more.



| CURVE TABLE |         |           |        |
|-------------|---------|-----------|--------|
| CURVE #     | RADIUS  | DELTA     | LENGTH |
| C1          | 20.00'  | 90°00'00" | 31.42' |
| C2          | 24.00'  | 90°00'00" | 37.70' |
| C3          | 200.00' | 07°26'58" | 26.00' |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | BEARING     | LENGTH |
| L2         | N82°20'36"W | 20.24' |



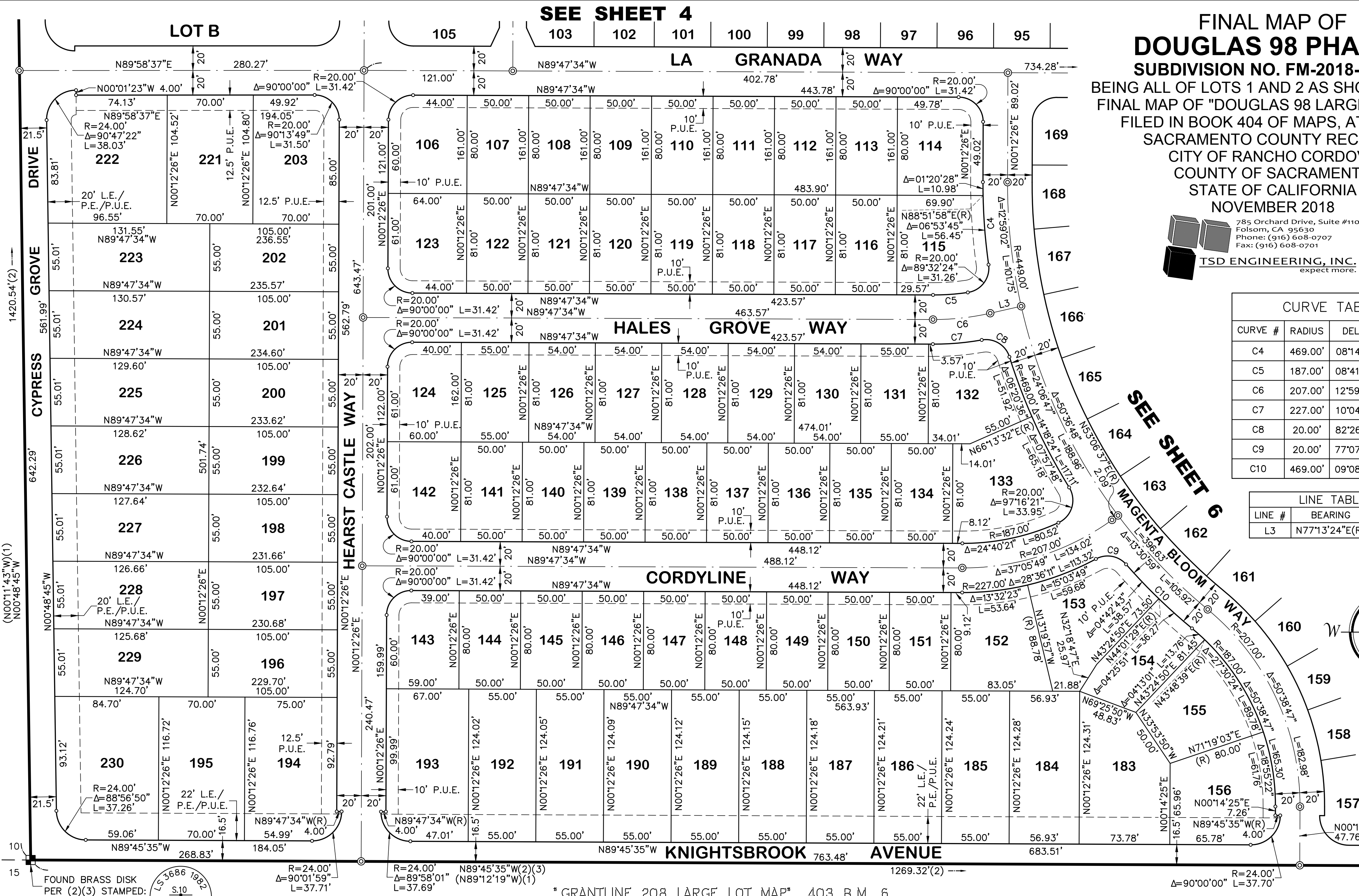
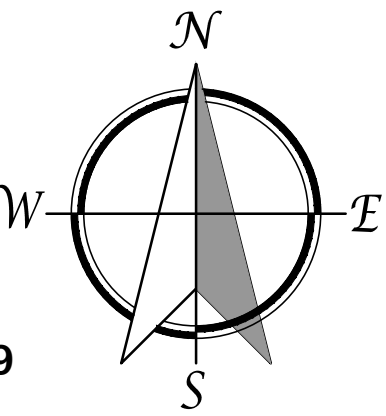
**NOTE**  
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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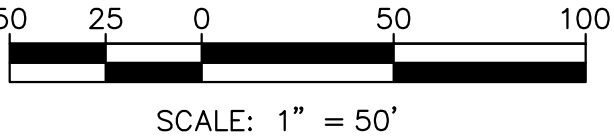
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| CURVE TABLE |         |           |        |
|-------------|---------|-----------|--------|
| CURVE #     | RADIUS  | DELTA     | LENGTH |
| C4          | 469.00' | 08°14'13" | 67.42' |
| C5          | 187.00' | 08°41'49" | 28.38' |
| C6          | 207.00' | 12°59'02" | 46.91' |
| C7          | 227.00' | 10°04'19" | 39.90' |
| C8          | 20.00'  | 82°26'01" | 28.77' |
| C9          | 20.00'  | 77°07'58" | 26.92' |
| C10         | 469.00' | 09°08'34" | 74.84' |

| LINE TABLE |                |        |
|------------|----------------|--------|
| LINE #     | BEARING        | LENGTH |
| L3         | N77°13'24"E(R) | 25.84' |



\* GRANTLINE 208 LARGE LOT MAP\*, 403 B.M. 6



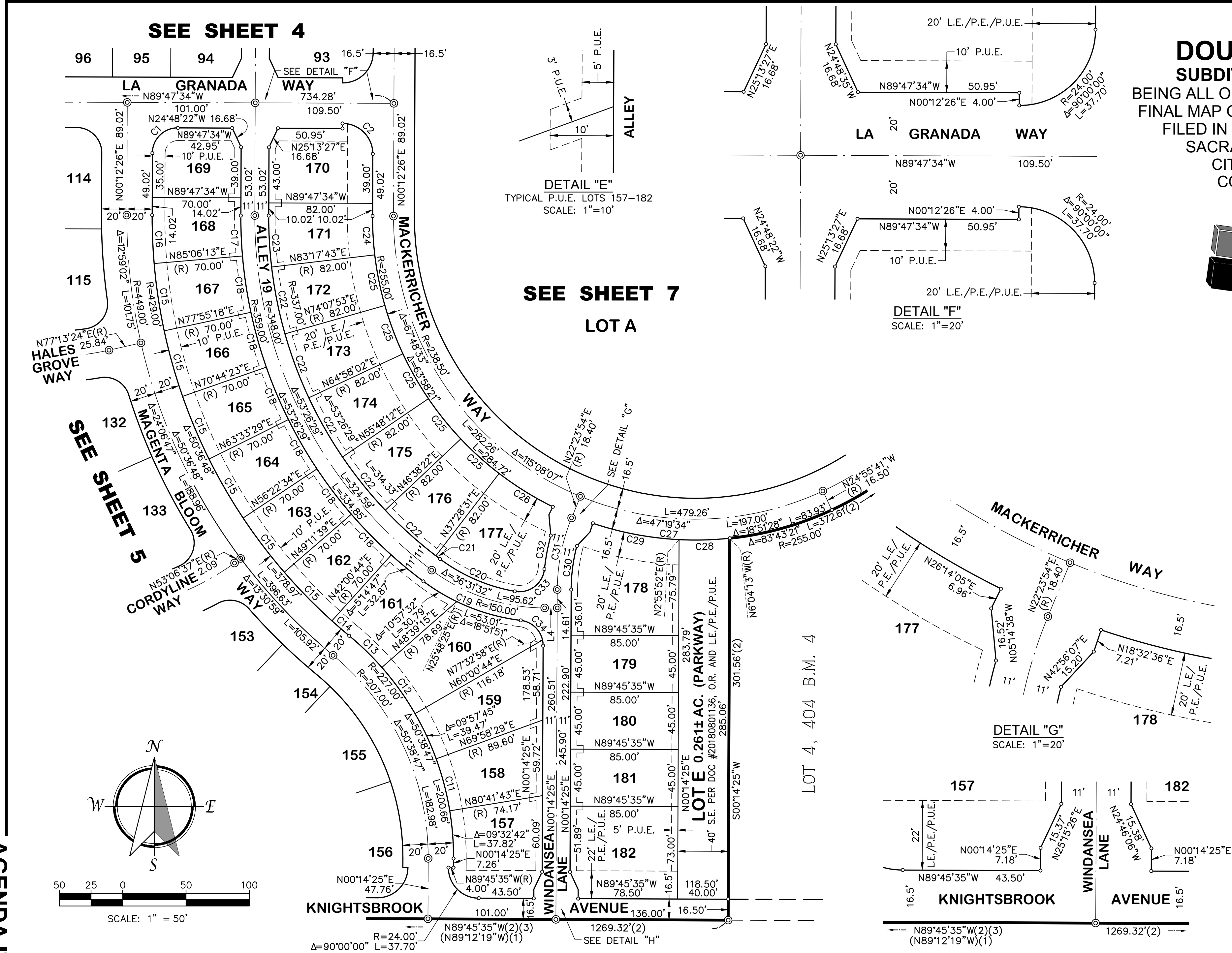
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| CURVE TABLE |         |           |         |
|-------------|---------|-----------|---------|
| CURVE #     | RADIUS  | DELTA     | LENGTH  |
| C1          | 20.00'  | 90°00'00" | 31.42'  |
| C2          | 24.00'  | 90°00'00" | 37.70'  |
| C11         | 227.00' | 10°43'14" | 42.47'  |
| C12         | 227.00' | 11°21'29" | 45.00'  |
| C13         | 227.00' | 09°03'36" | 35.90'  |
| C14         | 429.00' | 02°25'06" | 18.11'  |
| C15         | 429.00' | 07°10'55" | 53.77'  |
| C16         | 429.00' | 05°06'13" | 38.21'  |
| C17         | 359.00' | 05°06'13" | 31.98'  |
| C18         | 359.00' | 07°10'55" | 45.00'  |
| C19         | 161.00' | 29°49'23" | 83.80'  |
| C20         | 139.00' | 26°44'41" | 64.88'  |
| C21         | 337.00' | 00°42'34" | 4.17'   |
| C22         | 337.00' | 09°09'50" | 53.90'  |
| C23         | 337.00' | 06°54'43" | 40.65'  |
| C24         | 255.00' | 06°54'43" | 30.76'  |
| C25         | 255.00' | 09°09'50" | 40.79'  |
| C26         | 255.00' | 11°14'27" | 50.03'  |
| C27         | 255.00' | 24°36'49" | 109.55' |
| C28         | 255.00' | 09°00'05" | 40.06'  |
| C29         | 255.00' | 15°36'45" | 69.48'  |
| C30         | 139.00' | 14°19'31" | 34.75'  |
| C31         | 150.00' | 22°09'28" | 58.01'  |
| C32         | 161.00' | 09°35'50" | 26.97'  |
| C33         | 20.00'  | 94°02'05" | 32.82'  |
| C34         | 20.00'  | 83°17'51" | 29.08'  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | BEARING     | LENGTH |
| L4         | N89°45'35"W | 9.87'  |

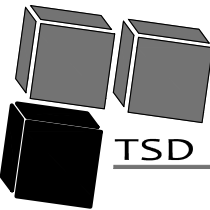


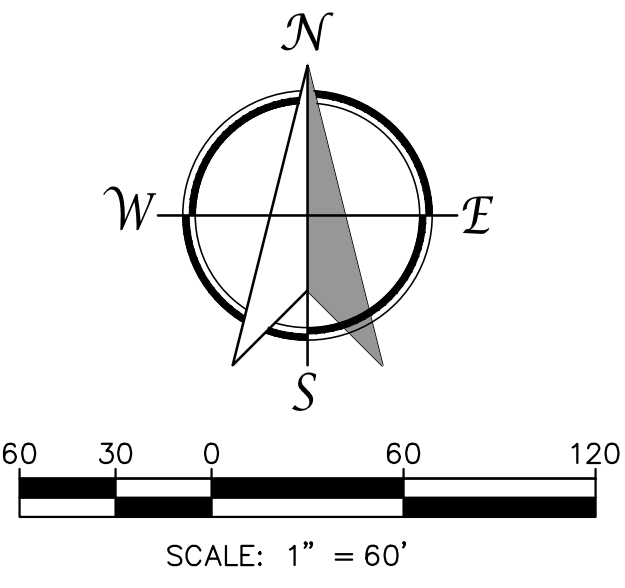
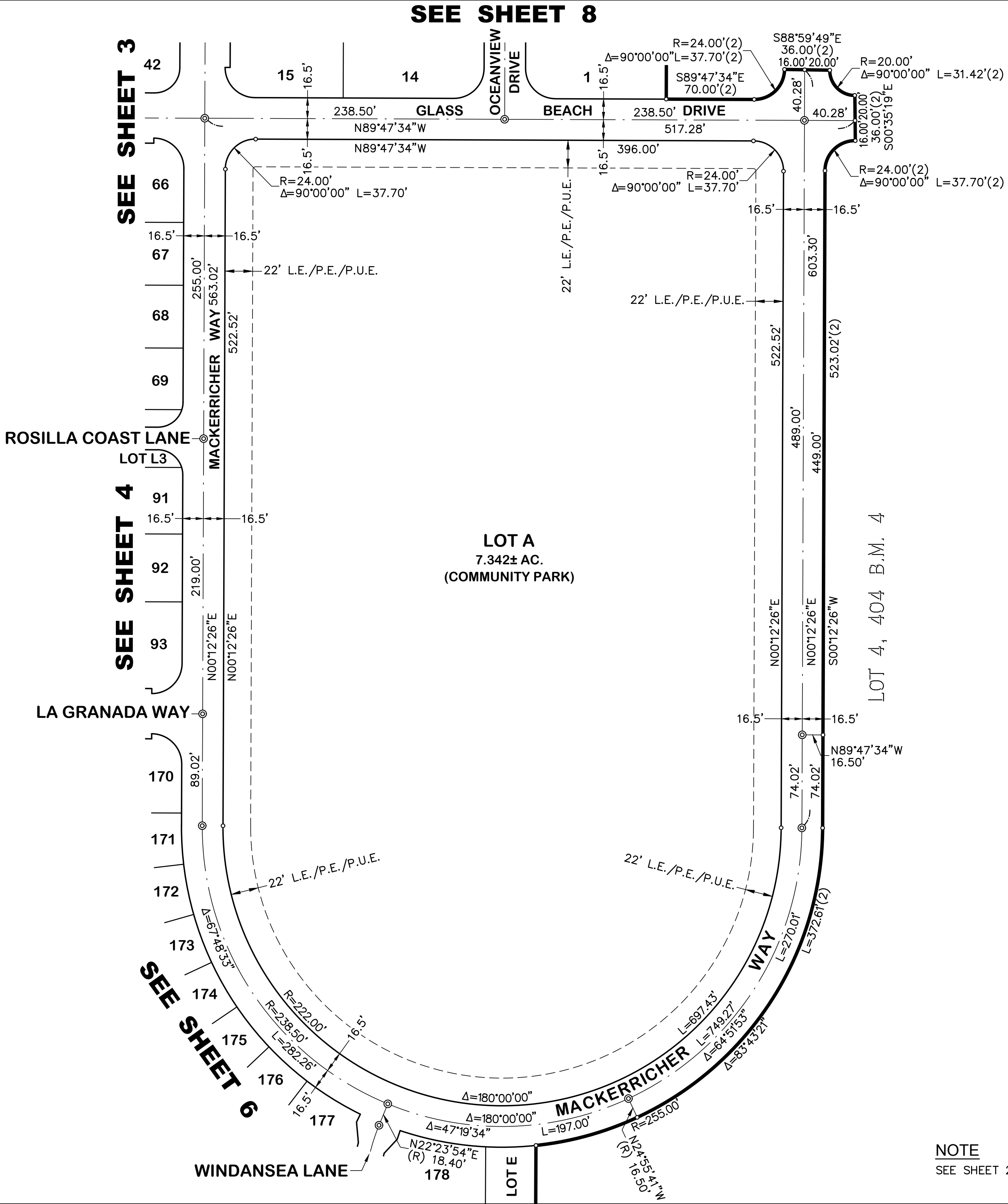
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\* GRANTLINE 208 LARGE LOT MAP\*, 403 B.M. 6

DETAIL "H"  
SCALE: 1"=20'

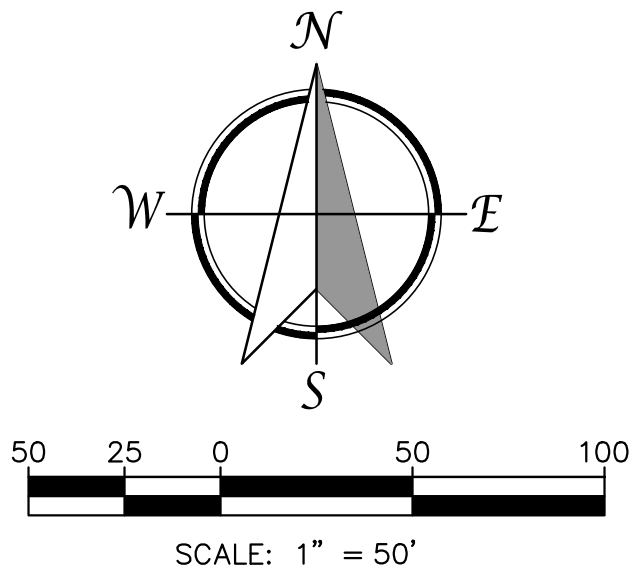
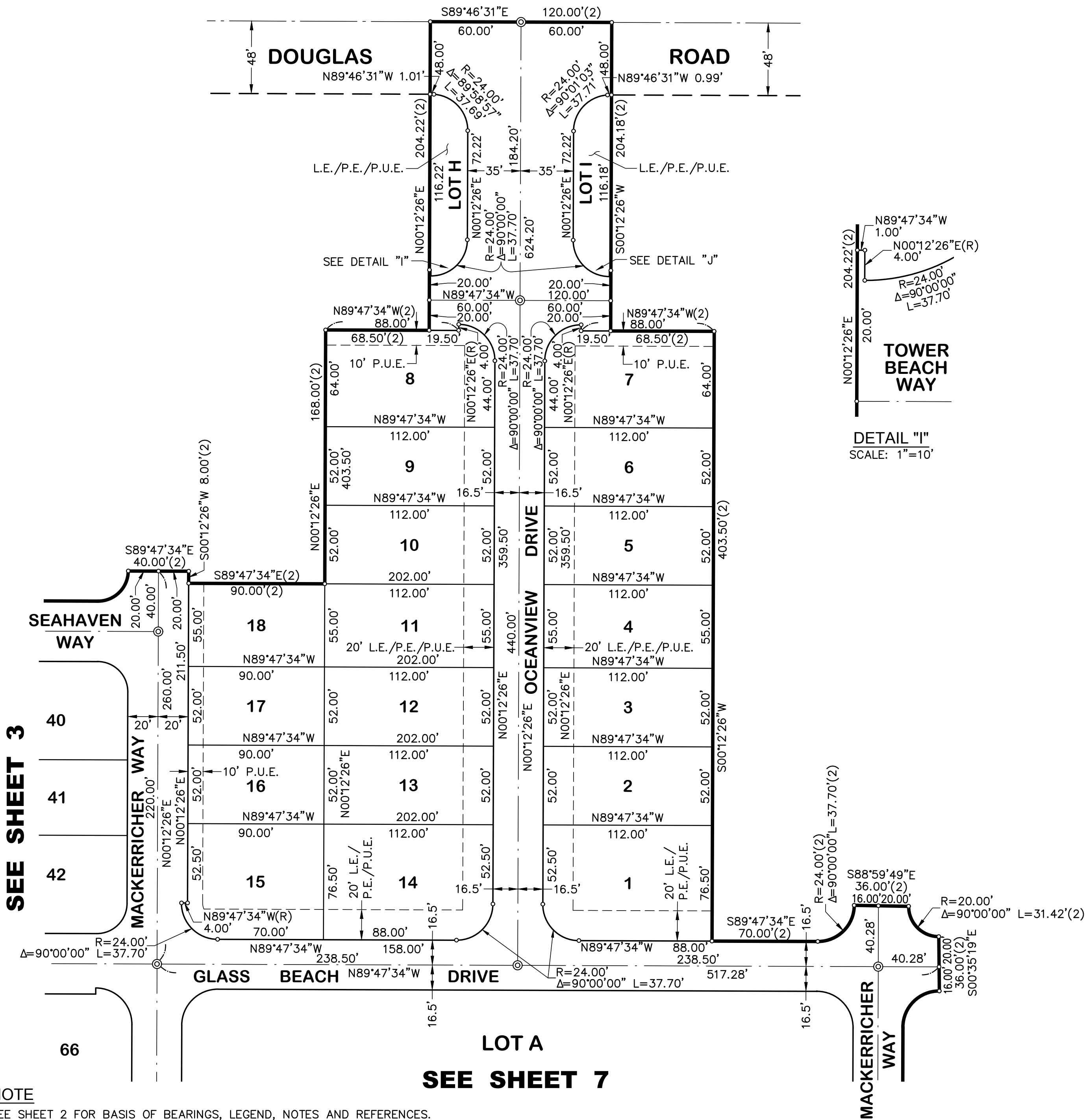
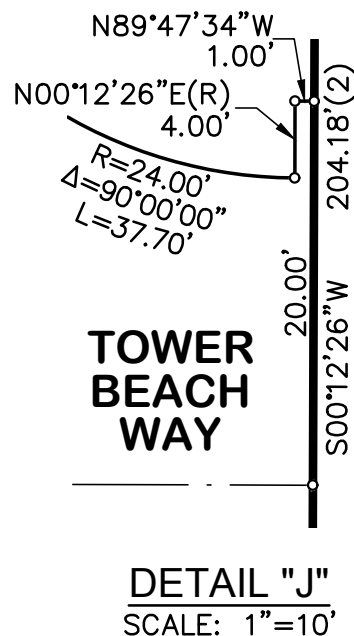
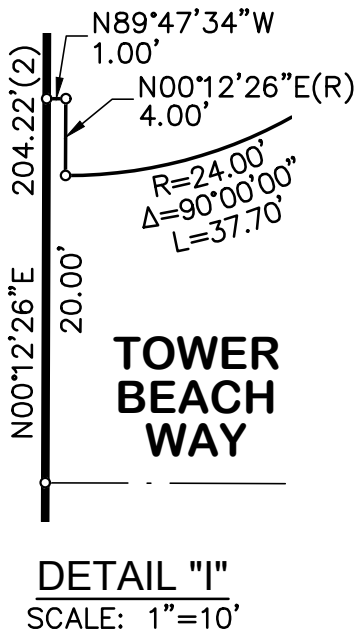
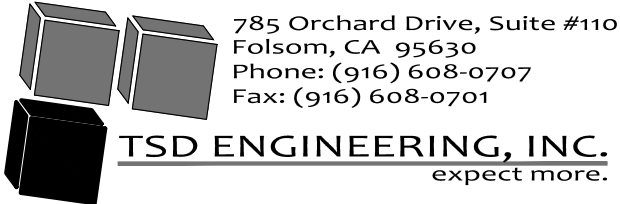
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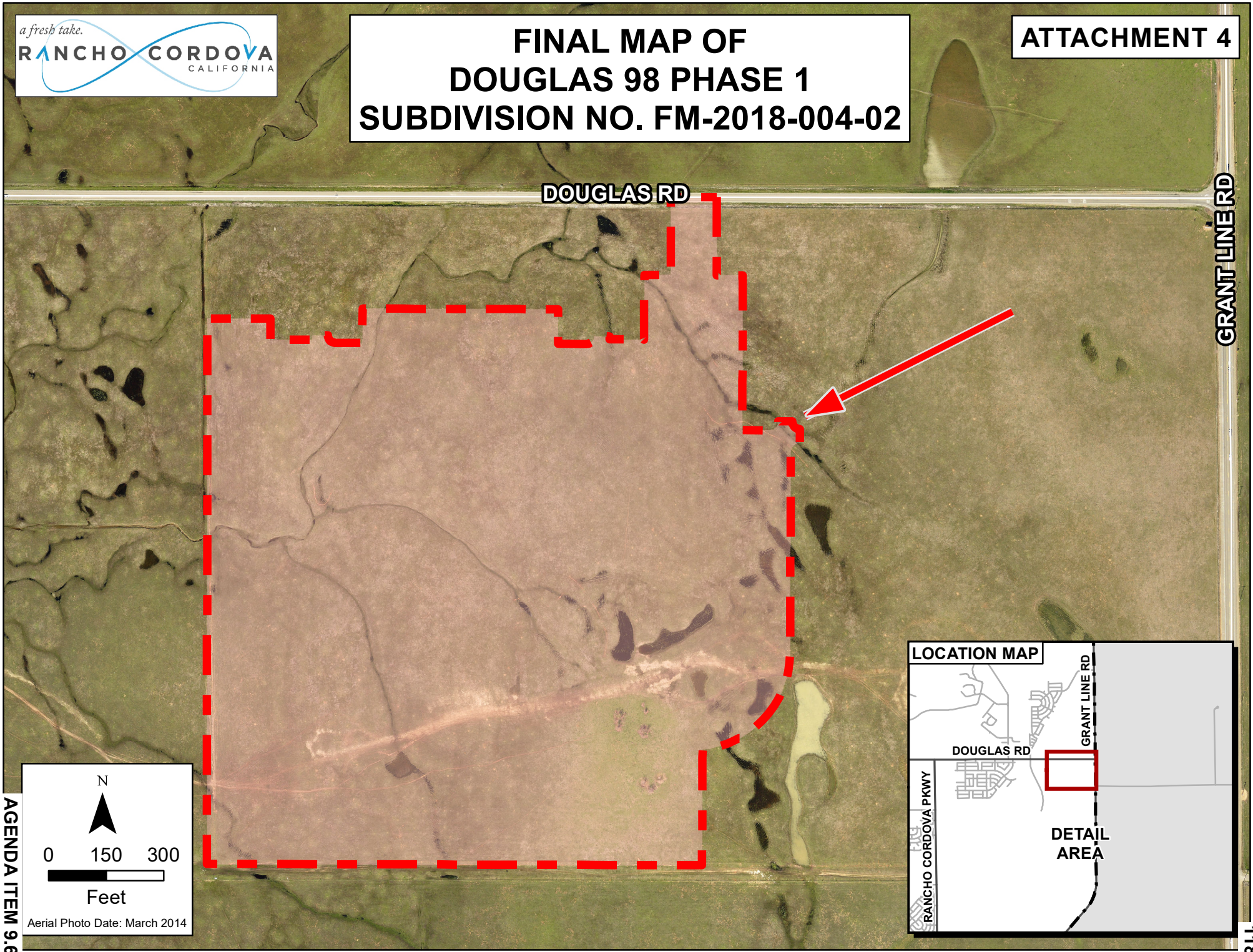
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NOVEMBER 2018



NOTE  
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

# FINAL MAP OF DOUGLAS 98 PHASE 1 SUBDIVISION NO. FM-2018-004-02

**ATTACHMENT 4**



## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Kim Juran-Karageorgiou,  
Administrative Services Director

**SUBJECT:** Treasurer's Report – September 30, 2018



### **RECOMMENDATION**

This report is informational only. It is recommended that the City Council receive and file the September 30, 2018 Treasurer's Report.

### **RESULT OF RECOMMENDED ACTION**

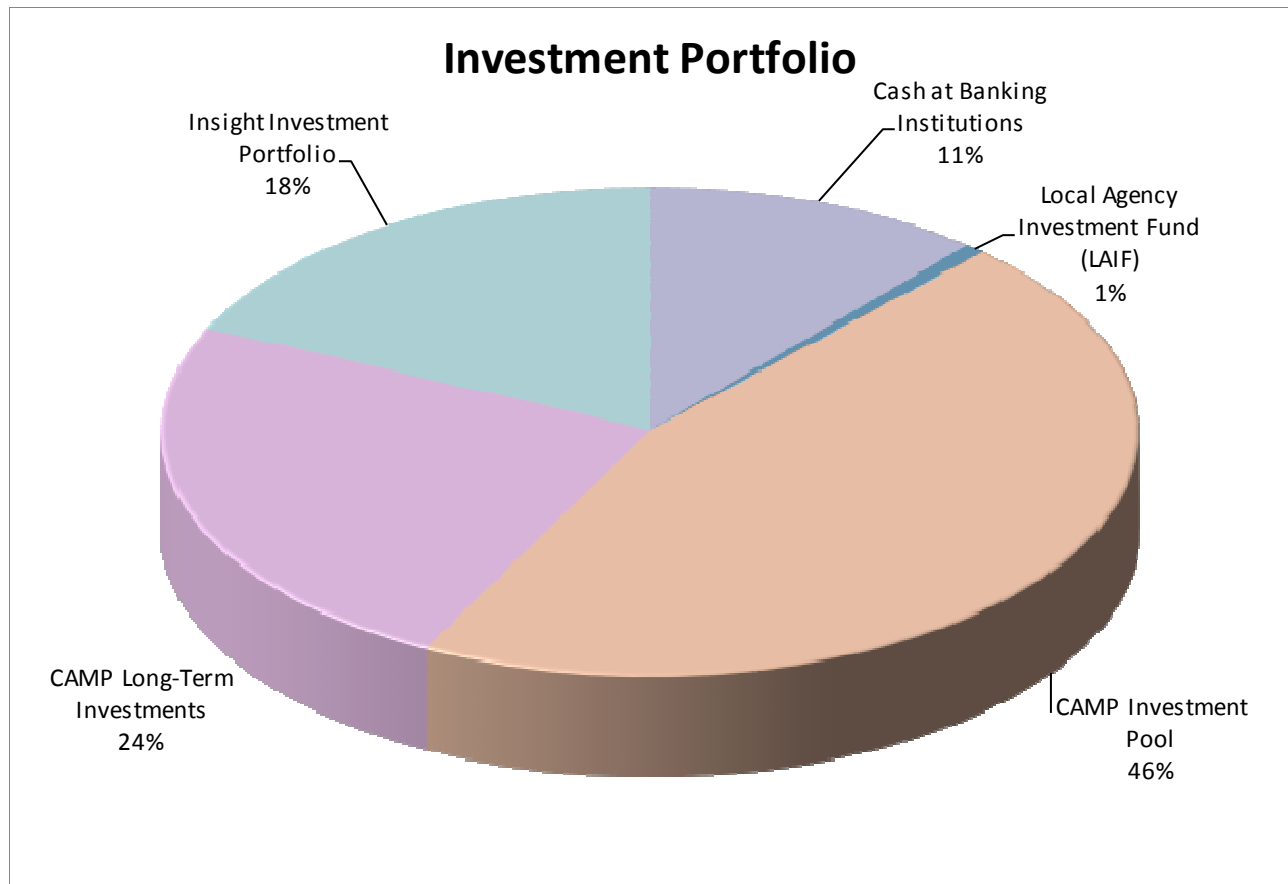
The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the second quarter of this calendar year, ending September 30, 2018, and is in compliance with the State's reporting requirements.

### **BACKGROUND**

Attached is the quarterly Treasurer's Report for the period ending September 30, 2018. Treasurer's reports are provided to Council on a quarterly basis.

At June 30, 2018 the value of the City's total portfolio was \$154 million. Since that time, the balances decreased by \$2.7 million with an ending balance of \$151.3 million as of September 30, 2018. The funds are held as follows:

| <b>Investment Distribution</b>      | <b>Par Value</b>      | <b>Market Value</b>   |
|-------------------------------------|-----------------------|-----------------------|
| Cash at Banking Institutions        | \$ 17,030,817         | \$ 17,030,817         |
| Local Agency Investment Fund (LAIF) | 1,034,899             | 1,034,899             |
| CAMP Investment Pool                | 68,998,372            | 68,998,372            |
| CAMP Long-Term Investments          | 36,739,482            | 36,108,555            |
| Insight Investment Portfolio        | 27,473,027            | 27,268,811            |
| <b>Total</b>                        | <b>\$ 151,276,597</b> | <b>\$ 150,441,455</b> |



At September 30, 2018 the City's cash balance was allocated by fund type/purpose as follows:

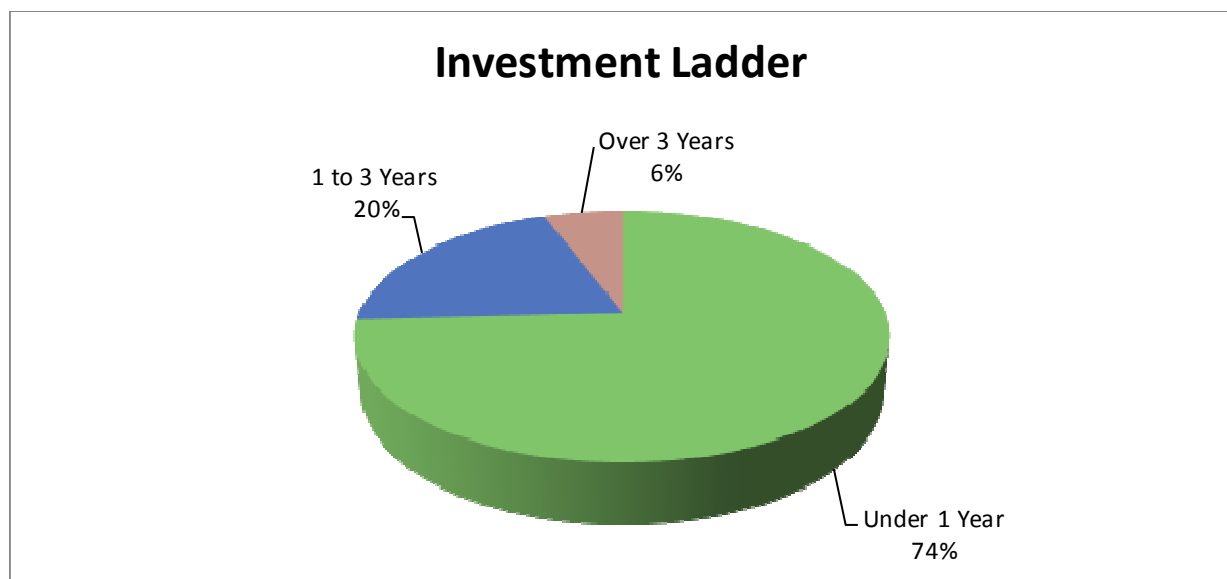
- General Fund: \$34 million
- Community Enhancement Fund: \$8.7 million
- Sunrise Development Impact Fees (restricted for specific improvements needed as a result of development in the area): \$23.1 million
- Transportation Funds: \$45 million
- Storm Drain Fund: \$12.1 million
- Capital Projects/Grant/Special Revenue Funds: \$21.9 million
- Agency Funds (monies held on behalf of other agencies): \$6.5 million

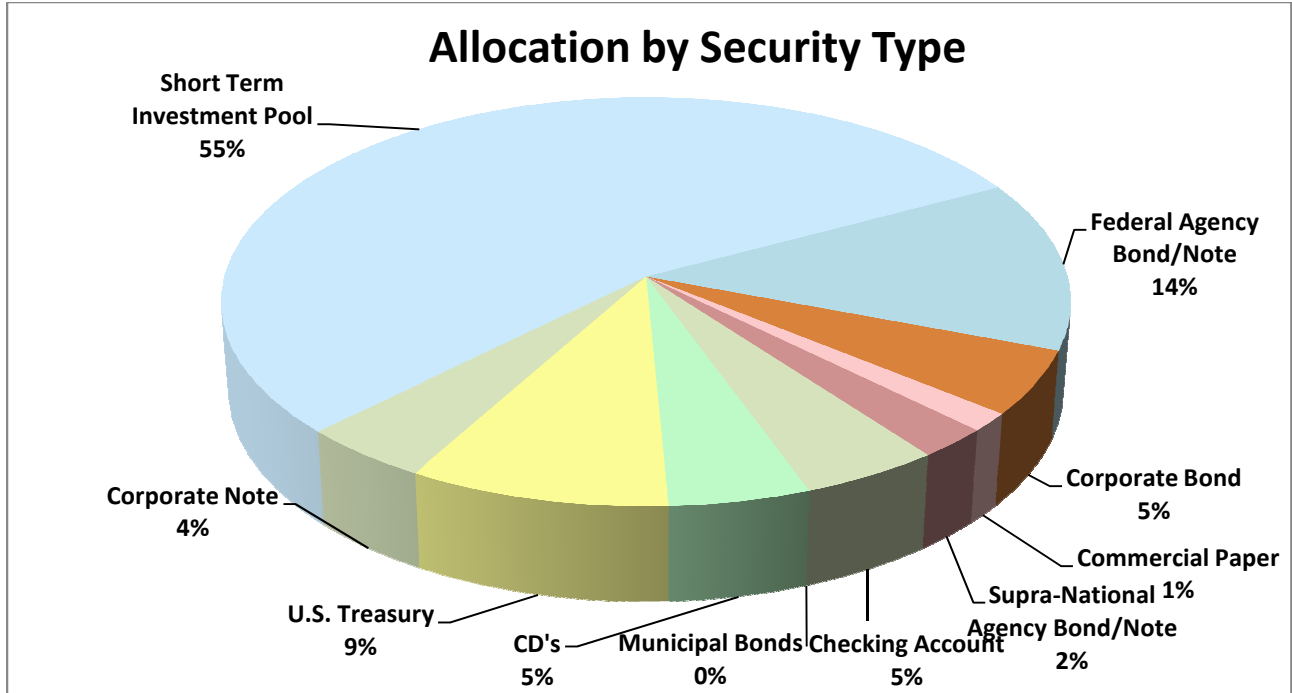
The overall portfolio is well diversified with \$64.1 million invested in marketable securities, \$70.2 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets), and another \$17 million is on deposit with our banks, which includes \$10.1 million on deposit with two local banks as part of the City's participation in the RISE program. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. The majority of the portfolio has been kept short to help mitigate the impact of the rising interest rate environment on the overall portfolio.

The third quarter saw U.S. Treasury yields rising by 20-30 basis points, with short term yields outpacing longer-term yields and resulting in a flattening yield curve. Due to the diversification of the portfolio, the City saw several sectors outperforming treasuries including corporate notes and asset-backed securities, which boosted the overall portfolio performance. It is important to note that the City holds the majority of its portfolio to duration and therefore is less susceptible to these types of market value changes. In addition, the market value does not take into account interest that has been earned on its investments during previous quarters. Overall, it is important that the City maintain a long term view of its investment portfolio.

Staff thoroughly reviews investment statements and makes appropriate inquiries of its investment advisors to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

The distributions of investments are displayed in the following charts:





**ATTACHMENT**

1. City of Rancho Cordova Treasurer's Report as of September 30, 2018

**City of Rancho Cordova  
Treasurer's Report September 30, 2018**

**ATTACHMENT 1**

123

| Security Held                              | Coupon | Par Value     | Cost       | Market Value |
|--------------------------------------------|--------|---------------|------------|--------------|
| Wells Fargo Checking                       |        | \$ 6,938,370  | 6,938,370  | 6,938,370    |
| Wells Fargo Adv Treasury Plus MMF          |        | \$ 98,027     | 98,027     | 98,027       |
| American River Bank                        | 2.00%  | \$ 5,046,056  | 5,046,056  | 5,046,056    |
| Five Star Bank                             | 2.00%  | \$ 5,046,391  | 5,046,391  | 5,046,391    |
| Local Agency Investment Fund (LAIF)        | 2.16%  | \$ 1,034,899  | 1,034,899  | 1,034,899    |
| California Asset Management Program (CAMP) | 2.20%  | \$ 68,998,372 | 68,998,372 | 68,998,372   |
| <b>Insight Investment Portfolio</b>        |        |               |            |              |
| Toyota Motor Credit Corp                   | 2.1    | 500,000       | 510,390    | 499,590      |
| Cisco Systems Inc                          | 2.125  | 775,000       | 783,866    | 773,829      |
| Chevron Corp.                              | 1.561  | 400,000       | 396,308    | 397,503      |
| Toyota Motor Credit Corp                   | 1.4    | 1,000,000     | 1,006,730  | 992,267      |
| Berkshire Hathaway                         | 2.1    | 600,000       | 606,588    | 596,938      |
| American Express Credit                    | 2.25   | 500,000       | 496,930    | 497,642      |
| John Deere Capital Corp                    | 2.3    | 400,000       | 400,264    | 398,685      |
| Pepsi Co.                                  | 1.35   | 650,000       | 647,127    | 641,060      |
| Apple Inc.                                 | 1.8    | 400,000       | 395,356    | 395,773      |
| Microsoft Corp                             | 1.85   | 750,000       | 751,725    | 740,433      |
| The Walt Disney Company                    | 1.95   | 700,000       | 702,198    | 690,479      |
| Pfizer Inc                                 | 5.2    | 800,000       | 857,616    | 829,941      |
| Federal Farm Credit Bank                   | 1.29   | 1,000,000     | 1,008,840  | 998,810      |
| Federal Home Loan Bank                     | 1.75   | 900,000       | 919,710    | 899,127      |
| Fannie Mae                                 | 1.875  | 1,000,000     | 997,760    | 998,109      |
| Federal Farm Credit Bank                   | 1.16   | 1,000,000     | 1,001,870  | 993,970      |
| Freddie Mac                                | 3.75   | 800,000       | 844,704    | 805,220      |
| Freddie Mac                                | 1.15   | 1,000,000     | 989,830    | 992,430      |
| Freddie Mac                                | 1.42   | 1,000,000     | 998,942    | 991,700      |
| Fannie Mae                                 | 0.875  | 2,100,000     | 2,096,101  | 2,070,531    |
| Federal Home Loan Bank                     | 2      | 800,000       | 797,018    | 795,232      |
| Freddie Mac                                | 1.5    | 850,000       | 839,690    | 839,757      |
| Freddie Mac                                | 1.5    | 750,000       | 750,600    | 738,675      |
| Federal Farm Credit Bank                   | 2.05   | 800,000       | 793,944    | 792,904      |
| Freddie Mac                                | 1.5    | 750,000       | 750,278    | 735,818      |
| Federal Home Loan Bank                     | 1.375  | 500,000       | 497,442    | 488,065      |
| Federal Farm Credit Bank                   | 1.5    | 950,000       | 940,196    | 926,003      |
| Freddie Mac                                | 1.25   | 1,100,000     | 1,087,240  | 1,089,660    |
| Fannie Mae                                 | 1.075  | 1,000,000     | 999,500    | 988,410      |
| USA Treasury                               | 1.375  | 1,000,000     | 989,531    | 990,117      |
| USA Treasury                               | 1.375  | 850,000       | 846,846    | 839,276      |
| USA Treasury                               | 1.5    | 1,000,000     | 990,000    | 987,383      |
| USA Treasury                               | 3.375  | 750,000       | 763,711    | 755,450      |
|                                            |        | 27,375,000    | 27,458,850 | 27,170,784   |

**CAMP Long-Term Investments**

|                     |      |         |         |         |
|---------------------|------|---------|---------|---------|
| Toyota ABS 2017-BA3 | 1.76 | 700,000 | 699,946 | 692,219 |
|---------------------|------|---------|---------|---------|

**City of Rancho Cordova**  
**Treasurer's Report September 30, 2018**

| Security Held                            | Coupon | Par Value | Cost    | Market Value |
|------------------------------------------|--------|-----------|---------|--------------|
| ALLYA 2017-3 A3                          | 1.74   | 300,000   | 299,969 | 297,060      |
| HAROT                                    | 1.79   | 120,000   | 119,987 | 118,289      |
| AMXCA 2017-4 A                           | 1.64   | 260,000   | 259,958 | 258,351      |
| ALLYA 2017-3 A3                          | 1.75   | 300,000   | 299,996 | 296,524      |
| ALLYA 2017-5 A3                          | 1.99   | 300,000   | 299,977 | 295,946      |
| FORDO 20177-C A3                         | 2.01   | 700,000   | 699,874 | 690,147      |
| CCCIT 2017-A3 A3                         | 1.92   | 700,000   | 701,869 | 688,939      |
| TAOT 2018-A A3                           | 2.35   | 175,000   | 174,998 | 173,046      |
| ALLYA 2018-2 A3                          | 2.92   | 250,000   | 249,955 | 249,429      |
| ALLYA 2018-3 A3                          | 3.0    | 350,000   | 349,976 | 349,357      |
| CCCIT 2018-A1 A1                         | 2.49   | 350,000   | 349,952 | 345,162      |
| Canadian Imperial Bank of NY CD          | 1.76   | 700,000   | 699,454 | 699,318      |
| Nordea Bank Finland NY CD                | 1.76   | 700,000   | 700,000 | 699,686      |
| Svenska Handelsbanken NY LT CD           | 1.89   | 575,000   | 575,000 | 573,517      |
| Sumitomoto Mitsui Bank NY CD             | 2.05   | 700,000   | 700,000 | 698,207      |
| Skandinav Enskilda Banken NY CD          | 1.84   | 700,000   | 699,727 | 695,464      |
| MUFG Bank LTD/NY Cert Depos              | 2.07   | 350,000   | 350,000 | 347,126      |
| Credit Suisse new York Cert Depos        | 2.67   | 350,000   | 350,000 | 349,844      |
| UBS AG Stamford CT LT CD                 | 2.9    | 400,000   | 400,000 | 400,958      |
| WestPac Banking Corp NY CD               | 2.05   | 625,000   | 625,000 | 616,029      |
| Bank of Montreal Chicago Cert Depos      | 3.19   | 630,000   | 630,000 | 629,192      |
| Swedbank (New York) Cert Depos           | 2.27   | 700,000   | 700,000 | 686,223      |
| Royal Bank of Canada                     | 3.24   | 625,000   | 625,000 | 628,365      |
| Dexia Credit Local SA NY Comm Paper      | 0      | 700,000   | 687,118 | 691,744      |
| MUFG Bank LTD/NY Comm Paper              | 0      | 750,000   | 735,544 | 739,246      |
| BNP Paribas NY Branch Comm Paper         | 0      | 700,000   | 686,816 | 689,063      |
| Berkshire Hathaway Inc. Notes            | 1.7    | 80,000    | 79,939  | 79,725       |
| Goldman Sachs Grp Inc                    | 2      | 415,000   | 414,734 | 413,431      |
| Goldman Sachs Grp Inc                    | 2      | 85,000    | 84,764  | 84,679       |
| Citigroup Inc. Corporate Notes           | 2.05   | 80,000    | 79,958  | 79,606       |
| American Honda Finance                   | 1.2    | 100,000   | 99,900  | 98,804       |
| Burlington Nth Corp                      | 4.7    | 400,000   | 441,560 | 407,169      |
| American Express Credit Corp Notes       | 1.7    | 75,000    | 74,911  | 74,070       |
| Microsoft Corp                           | 1.85   | 300,000   | 299,799 | 296,361      |
| Toyota Motor Credit Corp                 | 1.95   | 300,000   | 299,862 | 295,469      |
| Home Depot Inc Corp Notes                | 1.8    | 175,000   | 174,899 | 172,203      |
| American Honda Finance Corp Notes        | 1.95   | 70,000    | 69,929  | 68,600       |
| Caterpillar Finl Service Note            | 1.85   | 275,000   | 274,769 | 268,332      |
| Faccar Financial Corp Notes              | 2.05   | 150,000   | 149,987 | 146,466      |
| Wal-Mart Stores Inc Corp Note            | 1.9    | 350,000   | 349,493 | 342,550      |
| Branch Banking & Trust (Callable) Notes  | 2.15   | 175,000   | 174,920 | 170,803      |
| IBM Corp Corp Notes                      | 2.65   | 350,000   | 349,829 | 346,057      |
| American Honda Finance                   | 2.65   | 75,000    | 74,895  | 74,124       |
| National Rural Util Coop                 | 2.9    | 150,000   | 149,834 | 148,956      |
| National Rural Util Coop                 | 2.9    | 200,000   | 199,154 | 198,608      |
| Toyota Motor Credit Corp                 | 2.95   | 180,000   | 179,928 | 179,175      |
| Bank of America Corp Note                | 2.625  | 35,000    | 35,272  | 34,438       |
| Morgan Stanley Corp Notes                | 2.5    | 350,000   | 351,134 | 341,970      |
| American Express Credit (Callable) Notes | 2.25   | 500,000   | 502,735 | 487,375      |
| Hershey Company                          | 3.1    | 150,000   | 149,896 | 149,943      |
| Charles Schwab                           | 3.25   | 225,000   | 224,993 | 225,028      |

**City of Rancho Cordova  
Treasurer's Report September 30, 2018**

| Security Held                                | Coupon | Par Value          | Cost               | Market Value       |
|----------------------------------------------|--------|--------------------|--------------------|--------------------|
| Bank of America Corp (Callable)              | 2.328  | 225,000            | 225,000            | 220,129            |
| Citigroup Inc. Corp (Callable) Notes         | 2.9    | 350,000            | 354,165            | 342,742            |
| John Deere Capital Corp Notes                | 2.65   | 250,000            | 248,898            | 244,959            |
| Bank of America Corp                         | 3.499  | 90,000             | 90,000             | 89,951             |
| JP Morgan Chase & Co.                        | 3.514  | 350,000            | 350,000            | 350,363            |
| FNMA Note                                    | 1.5    | 500,000            | 498,485            | 488,620            |
| FHLB Global Note                             | 1.375  | 525,000            | 523,315            | 510,219            |
| FHLMC Agency Notes                           | 1.625  | 470,000            | 469,149            | 459,138            |
| FHLMC Notes                                  | 1.875  | 700,000            | 699,328            | 686,015            |
| FHLB Global Note                             | 1.125  | 700,000            | 695,743            | 667,484            |
| FHLMC Series KP03 A2                         | 1.78   | 101,182            | 102,191            | 100,430            |
| Fannie Mae Series 2015-M13                   | 1.646  | 48,113             | 48,595             | 47,930             |
| FNA 2018-MS A2                               | 3.56   | 250,187            | 255,163            | 252,547            |
| FHLMC Multifamily Structured Pool            | 3.09   | 200,000            | 201,703            | 199,338            |
| Inter-American Devel. Bank Note              | 1.625  | 700,000            | 698,341            | 686,303            |
| International Bank of Reconstruction and Dev | 1.561  | 850,000            | 847,960            | 827,673            |
| Inter-American Development Bank              | 2.125  | 700,000            | 706,488            | 688,538            |
| International Finance Corporation            | 2.635  | 350,000            | 349,738            | 346,836            |
| Inter-American Devel. Bank Note              | 2.625  | 215,000            | 214,527            | 213,047            |
| Inter-American Devel. Bank Note              | 2.75   | 750,000            | 748,245            | 745,370            |
| U.S. Treasury Notes                          | 1.375  | 550,000            | 556,123            | 535,262            |
| U.S. Treasury Notes                          | 1.75   | 150,000            | 154,717            | 146,438            |
| U.S. Treasury Notes                          | 2      | 235,000            | 243,491            | 230,291            |
| U.S. Treasury Notes                          | 1.375  | 1,250,000          | 1,217,529          | 1,202,149          |
| U.S. Treasury Notes                          | 2      | 1,000,000          | 1,010,898          | 975,547            |
| U.S. Treasury Notes                          | 2      | 1,150,000          | 1,156,963          | 1,121,879          |
| U.S. Treasury Notes                          | 2      | 1,200,000          | 1,203,609          | 1,170,656          |
| U.S. Treasury Notes                          | 1.25   | 600,000            | 588,492            | 571,102            |
| U.S. Treasury Notes                          | 1.875  | 450,000            | 435,621            | 434,197            |
| U.S. Treasury Notes                          | 1.875  | 900,000            | 888,574            | 675,418            |
| U.S. Treasury Notes                          | 1.875  | 700,000            | 692,727            | 868,395            |
| U.S. Treasury Notes                          | 1.625  | 425,000            | 407,170            | 404,796            |
| U.S. Treasury Notes                          | 2.125  | 850,000            | 824,434            | 822,408            |
|                                              |        | <b>36,739,482</b>  | <b>36,664,590</b>  | <b>36,108,555</b>  |
| <b>TOTAL</b>                                 |        | <b>151,276,597</b> | <b>151,285,555</b> | <b>150,441,455</b> |



## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Joseph Cuffe, Building Official

**SUBJECT:** **AN ORDINANCE AMENDING CHAPTER 17.04 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO THE ADOPTION OF THE STATE FIRE CODE WITH LOCAL AMENDMENTS**



### **RECOMMENDATION**

Waive the second reading and adopt the Ordinance.

### **RESULT OF RECOMMENDED ACTION**

Adoption of amendments to the State Fire Code, as determined by the Fire Marshall of the Sacramento Metropolitan Fire District, and the Building Official of the City Building & Safety Division. These amendments are determined to be necessary to provide specialized service to the citizens of Rancho Cordova.

### **BACKGROUND**

On October 1, 2018 the City Council waived the first reading and passed to a second reading of the Ordinance. Every three years the California Building Standards Commission adopts new building and Fire Safety Codes to be enforced throughout the state. As part of that process, State law allows local jurisdictions to modify the State code to allow for specific challenges each local jurisdiction may encounter that are unique to the area. This process requires that each local jurisdiction adopt the amendments proposed before the amendments can be enforced.

### **ATTACHMENT**

1. Ordinance No. 20-2018, RCMC Title 17, Chapter 17.04 FIRE CODE

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****ORDINANCE NO. 20-2018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
 REPEALING AND REPLACING CHAPTER 17, "FIRE CODE" TO THE RANCHO  
 CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2016  
 CALIFORNIA FIRE CODE, AND BY REFERENCE THE 2015 INTERNATIONAL FIRE  
 CODE**

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

**Section 1.** Title 17, Chapter 17.04, "Fire Code," is hereby repealed in its entirety and replaced and amended as follows:

**Chapter 17.04  
 FIRE CODE**

**17.04.005 Title.** These regulations shall be known as the "Fire Code."

**17.04.010 Adoption of California Fire Code.** There is hereby adopted by the City of Rancho Cordova for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2016 California Building Standards Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2015 Edition, with errata, published by the International Code Council including Chapter 1 and Sections 305, 306, 307, 308.1.4, 308.1.6.3, 309, 503, 510.3, save and except such portions as hereinafter deleted, modified or amended. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IFC and the appendix. Not less than one (1) copy of such code has been and now is filed with the Clerk of the City of Rancho Cordova. From the effective date of the ordinance establishing this chapter, the provisions herein shall be controlling within the limits of the city of Rancho Cordova except that any inconsistent regulations and ordinances relating to building standards contained in the State Code, IFC and the appendix adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the city of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code.

**17.04.020 Enforcement.** The division of authority for enforcement of this chapter shall be as follows:

The Chief of the Sacramento Metropolitan Fire District or his/her designated representatives shall have authority to enforce this chapter and issue citations for violations.

## ATTACHMENT 1

**17.04.030 Findings.** The Findings of Fact are filed separately with the California Building Standards Commission and State Department of Housing and Community Development.

**17.04 040 Definitions.**

- (a) Wherever the word "municipality" is used in the California Fire Code, it shall mean the City of Rancho Cordova.
- (b) Wherever the words "Chief" or "Chief of the bureau of fire prevention" are used in this Chapter or the California Fire Code, they shall mean the Chief of the Sacramento Metropolitan Fire District

**17.04.050 Amendments to the 2016 Edition of the California Fire Code (CFC), incorporating the International Fire Code, 2015 edition.**

Notwithstanding the provisions of RCMC 17.04.010 and the State Code, the CFC and appendix are amended as follows:

SECTION 102.1 "CONSTRUCTION AND DESIGN PROVISIONS." IS AMENDED AS FOLLOWS:

**Section 102.1 Construction and design provisions.** The construction and design provisions of this code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this code.
3. Existing structures, facilities and conditions where required in Chapter 11.
4. Existing structures, facilities and conditions that, in the opinion of the fire code official, constitute a distinct hazard to life or property.
5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdictions.

SECTION 105.6 "REQUIRED OPERATIONAL PERMITS" IS AMENDED AS FOLLOWS:

**Section 105.6 Required operational permits.** The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.51.

SECTION 105.6.5 "CARNIVALS AND FAIRS" IS AMENDED AS FOLLOWS:

**Section 105.6.5 Carnivals, fairs, festivals, or exhibitions.** An operational permit is required to conduct a carnival, fair, festival, or exhibition.

## ATTACHMENT 1

SECTION 105.6.31 “MOTOR FUEL-DISPENSING FACILITIES” IS AMENDED AS FOLLOWS:

**Section 105.6.31 Motor fuel-dispensing facilities.** An operational permit is required for the operation of automotive, marine and fleet motor fuel-dispensing facilities, as well as vendors who provide mobile fueling services to the general public.

SECTION 105.6.44 “STORAGE OF SCRAP TIRES AND TIRE BYPRODUCTS” IS AMENDED AS FOLLOWS:

**Section 105.6.44 Storage of tires, scrap tires, and tire byproducts.** An operational permit is required to establish, conduct or maintain storage of tires, scrap tires, and tire byproducts that exceeds 2,500 cubic feet (71 m<sup>3</sup>) of total volume of scrap tires, and for indoor storage of tires, scrap tires, and tire byproducts.

SECTION 105.6.51 “INDOOR GROWING OPERATION” IS ADDED AS FOLLOWS:

**Section 105.6.51 Commercial indoor growing operation.** Where not otherwise prohibited by law, a permit is required to operate a commercial indoor growing operation.

**Exception:** Agricultural greenhouses in an agricultural zone.

SECTION 106.2.3 “ADMINISTRATIVE COSTS” IS ADDED AS FOLLOWS:

**Section 106.2.3 Administrative Costs.** When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

SECTION 108.1 “BOARD OF APPEALS ESTABLISHED” IS AMENDED AS FOLLOWS:

**Section 108.1 Board of appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the fire protection district or Community Services District having jurisdiction, or the County of Sacramento Board of Supervisors in the Sacramento County Airport System.

SECTION 108.2 “LIMITATIONS ON AUTHORITY” IS AMENDED AS FOLLOWS:

**Section 108.2 Limitations on authority.** A written application for appeal shall be submitted within thirty (30) days from the date such decision or determination was made. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have authority to waive requirements of this code.

## ATTACHMENT 1

SECTION 108.3 "QUALIFICATIONS" IS DELETED

SECTION 109.4 "VIOLATION PENALTIES" IS AMENDED AS FOLLOWS:

**Section 109.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 109.4.2 "CITATIONS" IS ADDED AS FOLLOWS:

**Section 109.4.2 Citations.** The Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 109.4.3 "CALIFORNIA BAIL SCHEDULE" IS ADDED AS FOLLOWS:

### Section 109.4.3 - CALIFORNIA FIRE CODE BAIL SCHEDULE

| SECTION            | NATURE OF OFFENSE     | PC | MA | BAIL<br>PA | NCA    | TOTAL  |
|--------------------|-----------------------|----|----|------------|--------|--------|
| 109.4.3*           | NC W/ORDERS OR NOTICE | X  |    | \$1000     | \$1700 | \$2700 |
| 109.4.3*           | NC W/CONDEMNATION TAG | X  |    | \$1000     | \$1700 | \$2700 |
| 109.4.3*           | DESTRUCTION OF TAGS   | X  |    | \$1000     | \$1700 | \$2700 |
| 109.4.3*           | CONTINUANCE OF HAZARD | X  |    | \$1000     | \$1700 | \$2700 |
| ALL OTHER SECTIONS |                       | X  |    | \$100      | \$170  | \$270  |

\* - MISDEMEANOR

PC - ELIGIBLE FOR PROOF OF CORRECTION

MA - MANDATORY APPEARANCE

PA - PENALTY ASSESSMENT

## ATTACHMENT 1 NCA - NIGHT COURT ASSESSMENT

### NC - NONCOMPLIANCE

SECTION 111.4 “FAILURE TO COMPLY” IS AMENDED AS FOLLOWS:

**Section 111.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred (\$100) dollars or more than one thousand (\$1000) dollars.

SECTION 113.6 “COST RECOVERY FEES” IS ADDED AS FOLLOWS:

**Section 113.6 Cost recovery fees.** Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916)

SECTION 202 “ALL-WEATHER DRIVING SURFACE” IS ADDED AS FOLLOWS:

**ALL-WEATHER DRIVING SURFACE.** A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

SECTION 202 “APPROVED SUPERVISING STATION” IS ADDED AS FOLLOWS:

**APPROVED SUPERVISING STATION.** An alarm service provider’s UL listed, Type A, Full Service Central Station. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.

SECTION 202 “COMMERCIAL INDOOR GROWING OPERATION” IS ADDED AS FOLLOWS:

**COMMERCIAL INDOOR GROWING OPERATION.** Where not otherwise prohibited by law, the planting, cultivating, harvesting, and/or processing of indoor agricultural products.

SECTION 202 “FALSE ALARM” IS AMENDED AS FOLLOWS:

**FALSE ALARM.** The willful and knowing, or negligent initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SECTION 202 “SPRINKLER ALARM AND SUPERVISORY SYSTEM (SASS)” IS ADDED AS FOLLOWS:

## ATTACHMENT 1

**SPRINKLER ALARM AND SUPERVISORY SYSTEM (SASS).** A dedicated function fire alarm system located at the protected premise installed specifically to monitor sprinkler water flow alarm, valve supervision and general trouble conditions where a building fire alarm system is not required.

SECTION 315.4 "OUTSIDE STORAGE" IS AMENDED AS FOLLOWS:

**Section 315.4 Outside Storage.** Outside storage of pallets and combustible materials shall not be located within 10 feet (3048 mm) of a structure or lot line.

**Exceptions:**

1. The separation distance is allowed to be reduced to 3 feet (914 mm) for storage not exceeding 6 feet (1829 mm) in height.
2. The separation distance is allowed to be reduced where the fire code official determines that no hazard to the adjoining property exists.

SECTION 315.4.3 "PILE DIMENSIONS" IS ADDED AS FOLLOWS:

**Section 315.4.3 Pile Dimensions.** Single pile dimensions for outside storage of pallets and other combustible materials shall not exceed 25 feet by 100 feet or 2,500 square feet. The maximum pile height shall be 12-feet.

SECTION 401.5.1 "COST RECOVERY" IS ADDED AS FOLLOWS:

**Section 401.5.1 Cost Recovery.** All costs incurred by the fire department related to any response to a false or nuisance alarm may be charged to that person causing the transmission of the false or nuisance alarm, or to that person's firm or corporation.

SECTION 503.1.2.1 "ONE OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENTS" IS ADDED AS FOLLOWS:

**Section 503.1.2.1 One- or two-family dwelling residential developments.** Developments of one- or two-family dwellings where the number of dwelling units exceed thirty-nine (39) shall be provided with two (2) separate and approved fire apparatus access roads.

SECTION 503.1.2.2 "REMOTENESS" IS ADDED AS FOLLOWS:

**Section 503.1.2.2 Remoteness.** Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Section 503.6 "SECURITY GATES" IS AMENDED AS FOLLOWS:

**Section 503.6 Security gates.** The installation of security gates across a fire apparatus access road shall be authorized by the Chief and meet the minimum requirements of The County Emergency Access Gates and Barriers Standard.

## ATTACHMENT 1

Section 503.6.1 "ELECTRIFIED SECURITY FENCES" IS ADDED AS FOLLOWS:

**Section 503.6.1 Electrified security fences.** Electrified security fences, where permitted by the building official of the municipality, must be approved by the Fire District prior to installation.

SECTION 505.1 "ADDRESS IDENTIFICATION" IS AMENDED AS FOLLOWS:

**Section 505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

SECTION 505.1.1 "ILLUMINATION" IS ADDED AS FOLLOWS:

**Section 505.1.1 Illumination.** Address identification shall be internally or externally illuminated on all new buildings and existing buildings undergoing alterations. An illuminated directory board shall be required at every entrance where deemed necessary by the fire code official.

SECTION 507.1.1 "WATER SUPPLIES FOR SUBURBAN AND RURAL FIREFIGHTING" IS ADDED AS FOLLOWS

**Section 507.1.1 Water supply for Suburban and Rural Firefighting.** Where the standards of this code cannot be met for development in rural areas, a fire sprinkler system and/or pressurized water system acceptable to the AHJ shall be provided to meet the required water supply. Such proposals shall also be subject to NFPA 1142.

SECTION 507.5.1 "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

**Section 507.5.1 Where required.** Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91.44m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

**Exception:** Group R-3 and Group U Occupancies, equipped throughout with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.3, the distance requirement shall be not more than 400 feet (121.92m)

## ATTACHMENT 1

SECTION 901.4.6 "PUMP AND RISER ROOM SIZE" IS AMENDED AS FOLLOWS:

**Section 901.4.6 Fire Control Room.** An approved fire control room shall be provided for all new buildings protected by an automatic fire sprinkler system. The fire control room shall contain all system control valves, fire alarm control panels and other fire equipment required by the fire code official. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire control rooms shall be located within the building at a location approved by the fire code official, and shall be provided with a means to access the room directly from the exterior. Fire control rooms containing fire pumps shall be constructed in accordance with the California Building Code and NFPA 20. Durable signage shall be provided on the exterior side of the fire control room access door to identify the fire control room.

**Exception:** Group R-3 Occupancies.

SECTION 901.6.2.2 "ELECTRONIC FILING" IS ADDED AS FOLLOWS:

**Section 901.6.2.2 Electronic filing.** When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the Authority Having Jurisdiction electronically.

SECTION 901.6.3 "QUALIFICATIONS" IS ADDED AS FOLLOWS:

**Section 901.6.3 Qualifications.** All individuals or companies installing, repairing, testing, servicing or maintaining mechanical smoke removal systems, smoke and heat vents and other fire protection systems or appliances shall follow the state and local licensure regulations or have the appropriate license required by the California State Fire Marshal's Office.

SECTION 903.2. "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

**Section 903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.20. For the provisions of this section, portions of buildings separated by fire walls shall not be considered separate buildings.

**Exception:**

1. Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for the parking or storage of private or recreational vehicles and non-combustible storage (includes fuel islands).

SECTION 903.2.1.1 "GROUP A-1" IS AMENDED AS FOLLOWS:

## ATTACHMENT 1

**903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 "GROUP A-2" IS AMENDED AS FOLLOWS:

**903.2.1.2 Group A-2.** An automatic sprinkler system shall be provided for fire areas containing Group A-2 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>);
2. The fire area has an occupant load of 100 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m<sup>2</sup>), contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" IS AMENDED AS FOLLOWS:

**903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m<sup>2</sup>), contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.4 "GROUP A-4" IS AMENDED AS FOLLOWS:

**903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or

## ATTACHMENT 1

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

### SECTION 903.2.2.1 "GROUP B" IS ADDED AS FOLLOWS:

**Section 903.2.2.1 Group B occupancies.** An automatic sprinkler system shall be provided throughout buildings containing a Group B occupancy where the fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>)

### SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

**903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 3,599 square feet (334.36 m<sup>2</sup>) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

**Exception:** An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
4. Throughout any Group E structure greater than 3,599 square feet (334.36 m<sup>2</sup>) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
5. For public school state funded construction projects see Section 903.2.19.
6. For public school campuses, Kindergarten through 12<sup>th</sup> grade, see Section 903.2.20

### SECTION 903.2.4 "GROUP F-1" IS AMENDED AS FOLLOWS:

**903.2.4 Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m<sup>2</sup>).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

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### SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

**903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m<sup>2</sup>).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses 3,599 square feet (334.36 m<sup>2</sup>).
5. The structure exceeds 3,599 square feet (334.36 m<sup>2</sup>), contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

### SECTION 903.2.9 "GROUP S-1" IS AMENDED AS FOLLOWS:

**903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m<sup>2</sup>).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

### SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

**903.2.9.1 Repair garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m<sup>2</sup>).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m<sup>2</sup>).
3. Buildings with repair garages servicing vehicles parked in basements.

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4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).

SECTION 903.2.10 "GROUP S-2 ENCLOSED PARKING GARAGES" IS AMENDED AS FOLLOWS:

**903.2.10 Group S-2 enclosed parking garages.** An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 as follows:

1. Where the fire area of the enclosed parking garage exceeds 3,599 square feet (334.36 m<sup>2</sup>); or
2. Where the enclosed parking garage is located beneath other groups. Exception: Enclosed parking garages located beneath Group R-3 occupancies.

SECTION 903.2.10.1 "COMMERCIAL PARKING GARAGES" IS AMENDED AS FOLLOWS:

**903.2.10.1 Commercial parking garages.** An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m<sup>2</sup>).

SECTION 903.2.18 "GROUP U PRIVATE GARAGES AND CARPORTS ACCESSORY TO GROUP R-3 OCCUPANCIES" IS AMENDED AS FOLLOWS:

SECTION 903.2.18 "GROUP U PRIVATE GARAGES AND CARPORTS ACCESSORY TO GROUP R OCCUPANCIES"

**903.2.18 Group U private garages and carports accessory to Group R occupancies.** Carports with habitable space above or garages within 6-feet of a Group R occupancy, shall be protected by fire sprinklers in accordance with this section. Fire sprinklers shall be installed in accordance with NFPA 13D, or NFPA 13 as applicable.

**Exception:** An automatic fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed in accordance with this section.

SECTION 903.2.20 "COVERED FLOATING STRUCTURES" IS ADDED AS FOLLOWS:

**Section 903.2.20 Covered floating structures.** A fire sprinkler system shall be provided for all covered floats, marinas, piers, and any/all other covered floating structures that are commercially operated and exceed 3,599 square feet (334.36 m<sup>2</sup>).

SECTION 903.3.8.4 "SUPERVISION" IS AMENDED AS FOLLOWS:

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**Section 903.3.8.4 Supervision.** Control valves shall not be installed between the water supply and sprinklers unless the valves are of an approved indicating type that are supervised and secured in the open position.

SECTION 903.3.9 “FLOOR CONTROL VALVES” IS AMENDED AS FOLLOWS:

**Section 903.3.9 Floor control valves.** Individual floor control valves and water-flow detection assemblies shall be installed at each floor in multi-story buildings at an approved location

**Exception:** Group R-3 and R-3.1 occupancies.

SECTION 903.4.1 “MONITORING” IS AMENDED AS FOLLOWS:

**Section 903.4.1 Monitoring.** Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station and shall sound an audible signal at a constantly attended location.

**Exceptions:**

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

SECTION 903.4.2 “ALARMS” IS AMENDED AS FOLLOWS:

**Section 903.4.2 Alarms.** One exterior approved audible and visual device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

SECTION 903.4.3 “FLOOR CONTROL VALVES” IS AMENDED AS FOLLOWS:

**Section 903.4.3 Floor control valves.** Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in multi-story buildings

SECTION 903.4.5 “MONITORING” IS AMENDED AS FOLLOWS:

**Section 903.4.5 Monitoring.** Where a building fire alarm system or sprinkler alarm and supervisory system (SASS) is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or sprinkler alarm and supervisory system (SASS) in accordance with NFPA 72.

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### SECTION 903.6.1 "AUTOMATIC SPRINKLERS IN EXISTING BUILDINGS AND STRUCTURES" IS ADDED AS FOLLOWS:

**Section 903.6.1 Automatic sprinklers in existing buildings and structures.** An automatic sprinkler system shall be provided as follows:

1. When there is a change in occupancy type that results in an increased life safety or fire risk as determined by the fire code official and the structure is 3,600 square feet (334.45 m<sup>2</sup>) or greater, an automatic fire sprinkler system shall be installed throughout the building.
2. In existing buildings and structures 3,600 square feet (334.45 m<sup>2</sup>) or greater, where the floor area of the building or structure is increased.

**Exception:** When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m<sup>2</sup>) square feet.

3. In existing buildings and structures less than 3,600 (334.45 m<sup>2</sup>) square feet, where the floor area of the building or structure is increased to a total square footage of 3,600 (334.45 m<sup>2</sup>) or greater.

**Exception:** When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m<sup>2</sup>) square feet.

### SECTION 903.6.2 "MONITORING" IS ADDED AS FOLLOWS:

**Section 903.6.2 Monitoring.** When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler systems shall be monitored by an approved supervising station.

### SECTION 907.2 "WHERE REQUIRED – NEW BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

**Section 907.2 "Where required – new buildings and structures.** An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with section 907.5, unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

#### **Exceptions:**

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control or supervision of duct detectors.

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2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.

SECTION 907.6.6. "MONITORING" IS AMENDED AS FOLLOWS:

**Section 907.6.6 Monitoring.** Fire alarm systems required by this chapter or by the California Building Code shall be monitored by an approved supervising station in accordance with NFPA 72 and this section.

**Exceptions:** Monitoring by a supervising station is not required for:

1. Single and multiple-station smoke alarms required by Section 907.2.11
2. Group I-3 occupancies shall be monitored in accordance with Section 907.2.6.3
3. Automatic sprinkler systems in one and two-family dwellings
4. Where approved by the fire code official, existing buildings without an alarm system which install hood extinguishing systems or special extinguishing systems.

SECTION 1028.5.1 EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

**Section 1028.5.1 Exit discharge surface.** Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.

SECTION 5003.9.1.2 "EMERGENCY RESPONSE SUPPORT INFORMATION" IS ADDED AS FOLLOWS:

**Section 5003.9.1.2 Emergency response support information.** Floor plans, material safety data sheets (MSDS), Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statement (HMIS), and other information must be stored at a readily accessible location, as determined by the fire code official. This location may be in cabinets located outside the facilities or buildings. Information may be required in a specific electronic format.

SECTION 5003.9.1.3 "DOCUMENTATION" IS ADDED AS FOLLOWS:

**Section 5003.9.1.3 Documentation.** Evidence of compliance with provisions of this chapter, as well as with State and Federal hazardous material regulations, shall be maintained on site and available for inspection by fire department personnel.

Chapter 80 "REFERENCED STANDARDS" is amended as follows:

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~~NFPA 13R—16 Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height as amended\* .~~

APPENDIX B TABLE NO. B105.1 (1) "REQUIRED FIRE-FLOW FOR ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES" IS AMENDED AS FOLLOWS:

**TABLE NO. B105.1 (1)**  
**REQUIRED FIRE-FLOW FOR ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

| <b>FIRE FLOW CALCULATION AREA<br/>(square feet)</b> | <b>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</b>                                               | <b>MINIMUM FIRE-FLOW<br/>(gallons per minute)</b> | <b>FLOW DURATION<br/>(hours)</b>                       |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|
| 0 – 3,600                                           | No automatic sprinkler system                                                                     | 1000                                              | 1                                                      |
| 3,601 and greater                                   | No automatic sprinkler system                                                                     | Value in Table B105.1 (2)                         | Duration in Table B105.1 (2) at the required flow rate |
| 0 – 3,600                                           | Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code | 500<br>1000                                       | 1                                                      |
| 3,601 and greater                                   | Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code | ½-value in Table B105.1 (2) <sup>a</sup>          | 1                                                      |

- a. The reduced fire-flow shall not be less than 1,000 gallons per minute for a duration of 1 hour.

SECTION B105.1.1 "ADDITIONS TO ONE AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES," IS ADDED AS FOLLOWS:

**Section B105.1.1 Additions to one and two-family dwellings, Group R-3 and R4 buildings and townhouses.** The minimum fire flow and flow duration for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses that undergo an addition

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of 50% or greater and the resulting square feet exceeds 3,599 shall be as specified in Table B105.1

SECTION B105.2 "BUILDINGS OTHER THAN ONE AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES," IS AMENDED AS FOLLOWS:

**Section B105.2 Buildings other than one- and two-Family dwellings, Group R-3 and R4 buildings and townhouses.** The minimum fire flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.2 and B105.1(2).

**Exceptions:**

1. Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
  1. California State Parks buildings of an accessory nature (restrooms).
  2. Safety roadside rest areas, (SRRA), public restrooms.
  3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
  4. Sand/salt storage buildings, storage of sand and salt.
2. Group U occupancies accessory to a one or two-family dwelling.
3. A reduction in required fire flow of up to 50 percent is permitted when the building is provided with an automatic sprinkler system approved pursuant installed in accordance with 903.3.1.1. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.). Reduction of fire flow does not apply to required fire flow duration.
4. A reduction in required fire flow of up to 75 percent is permitted for warehouse buildings of Type I, Type II, and Type III-B construction and provided with early suppression fast response fire sprinkler systems. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.). Reduction of fire flow does not apply to required fire flow duration.

APPENDIX B, TABLE NO. B105.2, REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES is amended as follows:

**TABLE NO. B105.2**  
**REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

| AUTOMATIC SPRINKLER | MINIMUM FIRE-FLOW | FLOW DURATION |
|---------------------|-------------------|---------------|
|---------------------|-------------------|---------------|

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| <b>SYSTEM (Design Standard)</b>               | <b>(gallons per minute)</b>                       | <b>(hours)</b>                                         |
|-----------------------------------------------|---------------------------------------------------|--------------------------------------------------------|
| No automatic sprinkler system                 | Value in Table B105.1 (2)                         | Duration in Table B105.1 (2)                           |
| Section 903.3.1.1 of the California Fire Code | 50% of the Value in Table B105.1 (2) <sup>a</sup> | Duration in Table B105.1 (2) at the required flow rate |

a. The reduced fire-flow shall not be less than 1,500 gallons per minute.

SECTION C102.1 "MINIMUM NUMBER OF FIRE HYDRANTS FOR A BUILDING" IS AMENDED AS FOLLOWS:

**C102.1 Minimum number of fire hydrants for a building.** Unless otherwise approved by the fire code official, the number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1.

TABLE NO. C102.1 "REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS" IS AMENDED AS FOLLOWS:

**TABLE NO. C102.1  
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS**

| <b>FIRE FLOW REQUIREMENT (gpm)</b> | <b>MINIMUM NO. OF HYDRANTS</b> | <b>AVERAGE SPACING BETWEEN HYDRANTS<br/>a, b, c, e<br/>(Ft.)</b> | <b>MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE (Ft.)</b> |
|------------------------------------|--------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1750 or less                       | 1                              | 300                                                              | 150                                                                                   |
| 2000-2250                          | 2                              | 300                                                              | 150                                                                                   |
| 2500                               | 3                              | 300                                                              | 150                                                                                   |
| 3000                               | 3                              | 300                                                              | 150                                                                                   |
| 3500-4000                          | 4                              | 300                                                              | 150                                                                                   |
| 4500-5000                          | 5                              | 300                                                              | 150                                                                                   |
| 5500                               | 6                              | 300                                                              | 150                                                                                   |
| 6000                               | 6                              | 250                                                              | 150                                                                                   |
| 6500-7000                          | 7                              | 250                                                              | 150                                                                                   |
| 7500 or more                       | 8 or more <sup>d</sup>         | 200                                                              | 120                                                                                   |

- a. Reduce by 150 feet for dead-end streets or roadways.
- b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes or street width is in excess of 88 feet (26.82m), hydrant spacing shall

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average 300 feet on each side of the street and be arranged on an alternating basis.

- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at spacing not to exceed 1,000 feet (305m) to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- d. One Hydrant for each 1,000 gallons per minute or fraction thereof.
- e. Average spacing between fire hydrants may be extended to 500 feet (152.4m) on streets serving one and two-family dwellings.

SECTION C104.2 "SINGLE OUTLET FIRE HYDRANTS" IS ADDED AS FOLLOWS:

**Section C104.2 Single outlet fire hydrants.** Where required by the fire code official, existing single outlet 2 1/2 inch fire hydrants shall be changed to an approved steamer style fire hydrant, when the following conditions occur:

- 1. The recoding of a tentative subdivision or parcel map
- 2. A lot merger or split
- 3. The modification of an existing structure resulting in an increased fire flow
- 4. A change in occupancy type, use, or character of the building that results in an increased life safety or fire risk, as determined by the fire code official

SECTION C104.3 "WATER MAIN IMPROVEMENTS" IS ADDED AS FOLLOWS:

**Section C104.3 Water main improvements.** Where water main improvements are required to meet GPM flow and the existing water main has a single 2 1/2 inch outlet fire hydrant, an upgrade to an approved steamer style fire hydrant will be required.

SECTION C104.4 "RIGHT OF WAY IMPROVEMENTS" IS ADDED AS FOLLOWS:

**Section C104.4 Right of way improvements.** Existing fire hydrants affected by right of way improvements shall be moved to an approved location.

SECTION C106.1 "HYDRANT TYPE" IS ADDED AS FOLLOWS:

**Section C106.1 Hydrant type.** The fire code official shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.

### 17.04.060 Repeal of Conflicting Ordinances.

All former fire prevention ordinances or parts thereof conflicting or inconsistent with the provision of this ordinance or of the code hereby adopted are hereby repealed.

### 17.04.070 Validity.

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The City of Rancho Cordova hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this ordinance independent of the elimination therefrom of any such portion as may be declared invalid.

### **Section 2.** Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

### **Section 3.** Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California 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 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

**ATTACHMENT 1****FINDINGS**

**Section 4.** In connection with the amendments enacted by Section 2 relating to the International Fire Code and its appendix, 2015 Edition, the City of Rancho Cordova makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7 and 18941.5. The changes are reasonably necessary because of local climatic, topographical or geological conditions.

The City of Rancho Cordova hereby adopt pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code 2015 Edition, have been recognized by the City of Rancho Cordova to address the fire problems, concerns and future direction by which the County can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2015 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

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### Local Conditions

#### A. Climatic

##### 1. Precipitation and Relative Humidity

###### a. Conditions

Precipitation ranges from 16 to 19 inches per year with an average of approximately 18.5 inches per year. Ninety-six (96) percent falls during the months of November through April and four (4) percent from May through October. This is a dry period of at least six (6) months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-eight (28) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent.

###### b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

In the past, several consecutive years of drought conditions have occurred thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten sq. feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline.

Low-level fog (tulle fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved

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36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways

2. Temperature

a. Conditions

Temperatures have been recorded as high as 115° F. Average summer highs are in the 90° range, with average maximums of 108° F.

b. Impact

The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snow pack which causes flooding in the low-lying valley areas of Sacramento County.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

a. Conditions

Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

b. Impact

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Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment. Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

### B. Geological and Topographic

#### 1. Seismicity

##### a. Conditions

The District is in seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

##### b. Impact

Sacramento County is bisected by major transportation corridors including Interstate 80 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the

## ATTACHMENT 1

Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

### 2. Topographic

#### a. Conditions

##### i. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

##### ii. Surface features

The Districts are bisected by the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District. Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a train is traveling on the railroad track at the time of a fire or other emergency.

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### iii. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities, such as Suburban Propane, Apple Computer, Aerojet, and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

### b. Impact

The above local geological and topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.

**ATTACHMENT 1**

2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

(f) Based on these local climatic, topographical and geological conditions, the amendments to the 2015 California Fire Code as specified in this ordinance are considered reasonable and necessary modifications to the requirements established pursuant to Section 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

(g) California Health and Safety Code Section 17958.7 requires that the modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City of Rancho Cordova finds that the attached table provides code sections that have been modified which are building standards as defined in Health and Safety Code Section 18909, and the associated conditions for modification due to local climatic, geological and topographical reasons.

| <b>2016 CFC Amended Section</b> | <b>Adopted</b> | <b>Amended</b> | <b>Added</b> | <b>Deleted</b> | <b>Finding</b> |
|---------------------------------|----------------|----------------|--------------|----------------|----------------|
| Chapter 1                       | X              |                |              |                | Administrative |
| 102.1                           |                | X              |              |                | Administrative |
| 105.6                           |                | X              |              |                | Administrative |
| 105.6.5                         |                | X              |              |                | Administrative |
| 105.6.31                        |                | X              |              |                | Administrative |
| 105.6.44                        |                | X              |              |                | Administrative |
| 105.6.51                        |                |                | X            |                | Administrative |
| 105.7                           |                | X              |              |                | Administrative |
| 105.7.21                        |                |                | X            |                | Administrative |
| 106.2.3                         |                |                | X            |                | Administrative |
| 108.1                           |                | X              |              |                | Administrative |
| 108.2                           |                | X              |              |                | Administrative |

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|                                 |                |                |              |                |                                                      |
|---------------------------------|----------------|----------------|--------------|----------------|------------------------------------------------------|
| 108.3                           |                |                |              | X              | Administrative                                       |
| 109.4                           |                | X              |              |                | Administrative                                       |
| 109.4.2                         |                |                | X            |                | Administrative                                       |
| 109.4.3                         |                |                | X            |                | Administrative                                       |
| 111.4                           |                | X              |              |                | Administrative                                       |
| <b>2016 CFC Amended Section</b> | <b>Adopted</b> | <b>Amended</b> | <b>Added</b> | <b>Deleted</b> | <b>Finding</b>                                       |
| 113.6                           |                |                | X            |                | Administrative                                       |
| 202                             |                | X              | X            |                | Administrative                                       |
| Section 305                     | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Section 306                     | X              |                |              |                | Climatic 2, 3,<br>Geological & Topographical 1, 2    |
| Section 307                     | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 308.1.4                         | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 308.1.6.3                       | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Section 309                     | X              |                |              |                | Climatic 2, 3,<br>Geological & Topographical 1, 2    |
| 315.4                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 315.4.3                         |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 401.5.1                         |                |                | X            |                | Administrative                                       |
| Section 503                     | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 503.1.2.1                       |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 503.1.2.2                       |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 503.6                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 503.6.1                         |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 505.1                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 505.1.1                         |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 507.1.1                         |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 507.5.1                         |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 510.3                           | X              |                |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 901.4.6                         |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 901.6.2.2                       |                |                | X            |                | Administrative                                       |
| 901.6.3                         |                |                | X            |                | Climatic 2, 3,<br>Geological & Topographical 1, 2    |
| 903.2                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.1.1                       |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |

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|                                     |                |                |              |                |                                                      |
|-------------------------------------|----------------|----------------|--------------|----------------|------------------------------------------------------|
| 903.2.1.2                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.1.3                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.1.4                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.2.1                           |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| <b>2016 CFC Amended<br/>Section</b> | <b>Adopted</b> | <b>Amended</b> | <b>Added</b> | <b>Deleted</b> | <b>Finding</b>                                       |
| 903.2.3                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.4                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.7                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.9                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.9.1                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.10                            |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.10.1                          |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.18                            |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.2.20                            |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.3.8.4                           |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.3.9                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.4.1                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.4.2                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.4.3                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.4.5                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.6.1                             |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 903.6.2                             |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 907.2                               |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 907.6.6                             |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 1028.5.1                            |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| 5003.9.1.2                          |                |                | X            |                | Administrative                                       |
| 5003.9.1.3                          |                |                | X            |                | Administrative                                       |
| Chapter 80                          |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix B, Table B105.1(1)         |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix B, B105.1.1                |                |                | X            |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix B, B105.2                  |                | X              |              |                | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |

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|                          |  |   |   |  |                                                      |
|--------------------------|--|---|---|--|------------------------------------------------------|
| Appendix B, Table B105.2 |  | X |   |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, C102.1       |  | X |   |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, Table C102.1 |  | X |   |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, C104.2       |  |   | X |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, C104.3       |  |   | X |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, C104.4       |  |   | X |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |
| Appendix C, C106.1       |  |   | X |  | Climatic 1, 2, 3,<br>Geological & Topographical 1, 2 |



## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Kim Juran-Karageorgiou,  
Administrative Services Director



**SUBJECT: TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING FOR FINANCING OF SAN JUAN SOCCER CLUB IMPROVEMENTS**

### **RECOMMENDATION**

That the City Council conduct a TEFRA hearing and adopt the attached Resolution approving the issuance, by the California Municipal Finance Authority ("CMFA"), of a Tax-Exempt Loan for the San Juan Soccer Club ("Club" or "Borrower") in an aggregate principal amount not to exceed \$4,300,000 for the purpose of financing and refinancing the acquisition, construction, improvement and equipping of various educational and administrative facilities.

### **RESULT OF RECOMMENDED ACTION**

CMFA will issue a tax-exempt loan (not to exceed \$4,300,000) on behalf of the Club.

### **BACKGROUND**

The San Juan Soccer Club is a non-profit entity located in the City of Rancho Cordova. As a non-profit, they have the ability to borrow tax-exempt funds from the California Municipal Finance Authority (CMFA). This action requires the City to hold a public hearing and approve the transaction, referred to as a TEFRA hearing.

The proceeds of the loan will be used by the Club to reimburse costs associated with the acquisition, development and installation of the San Juan Soccer Field Complex located at 3151 Kilgore Road, and refinance outstanding mortgages and pay costs of issuance.

The City Council approved Resolution 77-2017 on May 15, 2017 allowing the Club's project, which included a soccer complex that consists of four soccer fields (two full-size, one junior-size, and one tot-size), a storage/restroom/concession building, landscaping, parking, bleachers and lights to include eleven 60 feet in height sports lighting system.

### **FISCAL IMPACT**

The City will not be obligated to make any of the tax-exempt loan payments to CMFA on behalf of the Club. The Club will be the sole borrower with all recourse to the Club. The City anticipates indirect financial benefits from the activity at the Club including sales tax and transient occupancy taxes from events at the facilities.

**ATTACHMENT**

1. Resolution

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY 2018 TAX EXEMPT LOAN (SAN JUAN SOCCER CLUB) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,300,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF VARIOUS EDUCATIONAL AND ADMINISTRATIVE FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO**

**WHEREAS**, the San Juan Soccer Club, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") participate in the issuance of one or more series of tax exempt loans in an aggregate principal amount not to exceed \$4,300,000 (the "Loan"), pursuant to a plan of financing, for (i) financing and refinancing the acquisition, construction, improvement and equipping of certain educational facilities, including related administrative facilities, site improvements, and parking, located in the City of Rancho Cordova, California, including but not limited to the San Juan Field Complex located at 3151 Kilgore Road, Rancho Cordova, California 95670 (collectively, the "Project"); and (ii) payment of costs of issuance and certain interest with respect to the Loan; and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Loan by the Authority must be approved by the City of Rancho Cordova, California (the "City") because the Project is or will be located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Loan under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Loan by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Loan, and now desires to approve the issuance of the Loan by the Authority.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Rancho Cordova, as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the issuance of the Loan by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Loan by the Authority for the purposes of: (a) Section 147(f) of the Code, by the

applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is or will be located, in accordance with said Section 147(f), and (b) Section 4 of the Agreement.

Section 3. The issuance of the Loan shall be subject to approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to repayment or administration of the Loan.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing with respect to the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary with respect to the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Stacy Leitner, City Clerk

**SUBJECT:** 2019 CITY COUNCIL MEETING SCHEDULE



### **RECOMMENDATION**

Adopt the Resolution.

### **RESULT OF RECOMMENDED ACTION**

Confirm the 2019 Rancho Cordova City Council meeting schedule.

### **BACKGROUND**

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

As part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for the following year. Exhibit A to the attached Resolution is the proposed City Council Meeting dates for 2019.

The attached calendar is created in Outlook and automatically is added to personal calendars of all City Council Member and staff who have requested it. The City Clerk's department constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

### **ATTACHMENTS**

1. Resolution
2. Exhibit A to the Resolution - Proposed 2019 City Council Meeting Schedule
3. 2019 Outlook City Hall Events Calendar

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, CONFIRMING THE 2019 CITY COUNCIL MEETING SCHEDULE**

**WHEREAS**, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

**WHEREAS**, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 PM on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

**WHEREAS**, In order to ensure maximum attendance of Council Members and the community in our legislative process we are setting our meeting schedule in November for the following year.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** sets its 2019 City Council meeting schedule as outlined in the attached Exhibit A.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

**ATTACHMENT 3**  
**Exhibit A to the Resolution**

**Proposed 2019 Rancho Cordova City Council Meeting Schedule**

| <b>JANUARY 2019</b>  |                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------|
| Monday, January 7    | <b>PROPOSE TO CANCEL REGULAR MEETING</b>                                                                                 |
| Tuesday, January 8   | 5:30 PM Special Meeting/Work Session                                                                                     |
| Tuesday, January 22  | 5:30 PM Regular Meeting (Tuesday due to Holiday)                                                                         |
| Tuesday, January 29  | 5:30 PM Special Meeting/Work Session                                                                                     |
|                      |                                                                                                                          |
| <b>FEBRUARY 2019</b> |                                                                                                                          |
| Monday, February 4   | 3:00 PM Special Meeting/Study Session (Ethics Training-Mandated 2 hours every 2 years/AB1234)<br>5:30 PM Regular Meeting |
| Tuesday, February 19 | 5:30 PM Regular Meeting (Tuesday due to Holiday)                                                                         |
| Tuesday, February 26 | 5:30 PM Special Meeting/Work Session                                                                                     |
|                      |                                                                                                                          |
| <b>MARCH 2019</b>    |                                                                                                                          |
| Monday, March 4      | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                                                         |
| Monday, March 18     | 5:30 PM Regular Meeting                                                                                                  |
| Tuesday, March 26    | 5:30 PM Special Meeting/Work Session                                                                                     |
|                      |                                                                                                                          |
| <b>APRIL 2019</b>    |                                                                                                                          |
| Monday, April 1      | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                                                         |
| Monday, April 15     | 5:30 PM Regular Meeting                                                                                                  |
| Tuesday, April 30    | 5:30 PM Special Meeting/Work Session                                                                                     |
|                      |                                                                                                                          |
| <b>MAY 2019</b>      |                                                                                                                          |
| Monday, May 6        | <b>PROPOSE TO CANCEL REGULAR MEETING - CAP-TO-CAP</b>                                                                    |
| Tuesday, May 14      | 5:30 PM Special Meeting/Work Session ( <b>Budget</b> )                                                                   |
| Monday, May 20       | 5:30 PM Regular                                                                                                          |
| Tuesday, May 28      | 5:30 PM Special Meeting/Work Session - ONLY IF NEEDED                                                                    |
|                      |                                                                                                                          |
| <b>JUNE 2019</b>     |                                                                                                                          |
| Monday, June 3       | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                                                         |
| Monday, June 17      | 5:30 PM Regular Meeting                                                                                                  |
| Tuesday, June 25     | 5:30 PM Special Meeting/Work Session                                                                                     |
|                      |                                                                                                                          |
| <b>JULY 2019</b>     |                                                                                                                          |
| Monday, July 1       | 4:00 PM Special Meeting<br>5:30 PM Regular Meeting                                                                       |
| Monday, July 15      | <b>PROPOSE TO CANCEL REGULAR MEETING</b>                                                                                 |

**ATTACHMENT 3**  
**Exhibit A to the Resolution**

| <b>AUGUST 2019</b>    |                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------|
| Monday, August 5      | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Monday, August 19     | 5:30 PM Regular Meeting                                                                   |
| Tuesday, August 27    | 5:30 PM Special Meeting/Work Session                                                      |
|                       |                                                                                           |
| <b>SEPTEMBER 2019</b> |                                                                                           |
| Tuesday, September 3  | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting (Tuesday due to Holiday) |
| Monday, September 16  | 5:30 PM Regular Meeting                                                                   |
| Monday, September 24  | 5:30 PM Special Meeting/Work Session                                                      |
|                       |                                                                                           |
| <b>OCTOBER 2019</b>   |                                                                                           |
| Monday, October 7     | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Tuesday, October 15   | 5:30 PM Special Meeting/Closed Session for City Manager<br>Evaluation                     |
| Monday, October 21    | 5:30 PM Regular Meeting                                                                   |
| Tuesday, October 29   | 5:30 PM Special Meeting/Closed Session for City Manager<br>Evaluation – ONLY IF NEEDED    |
|                       |                                                                                           |
| <b>NOVEMBER 2019</b>  |                                                                                           |
| Monday, November 4    | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Monday, November 18   | 5:30 PM Regular Meeting                                                                   |
| Tuesday, November 26  | 5:30 PM Special Meeting/Work Session                                                      |
|                       |                                                                                           |
| <b>DECEMBER 2019</b>  |                                                                                           |
| Monday, December 2    | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Tuesday, December 10  | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, December 16   | 5:30 PM Regular Meeting                                                                   |

# January 2019

January 2019  
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February 2019  
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| Sunday                      | Monday                                                                                            | Tuesday                                                                                                                                                          | Wednesday                                                                                             | Thursday                                                                                                          | Friday                                                                                   | Saturday            |
|-----------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------|
| <b>Dec 30</b>               | <b>31</b>                                                                                         | <b>Jan 1, 19</b>                                                                                                                                                 | <b>2</b>                                                                                              | <b>3</b>                                                                                                          | <b>4</b>                                                                                 | <b>5</b>            |
|                             |                                                                                                   | New Year's Day Holiday                                                                                                                                           |                                                                                                       | FCUSD, SCUSD Closed - Winter Break                                                                                | EGUSD Closed - Winter Break                                                              | Time: TBD FCUSD Spl |
|                             |                                                                                                   |                                                                                                                                                                  |                                                                                                       | MACC Reception                                                                                                    | Pay Day                                                                                  |                     |
| <b>6</b>                    | <b>7</b>                                                                                          | <b>8</b>                                                                                                                                                         | <b>9</b>                                                                                              | <b>10</b>                                                                                                         | <b>11</b>                                                                                | <b>12</b>           |
| EGUSD Closed - Winter Break |                                                                                                   | CA Society of Municipal Finance Officers Conference (Palm Springs)<br>5:30pm 8:00pm City Council Special Meeting/Work Session (5:30 p.m.) (American River North) | 9:00am 10:30am Sacramento Central Groundwater Author<br>9:30am 11:30am Sacramento Regiona             | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacr                                       | Timesheets Due<br>8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers) |                     |
| <b>13</b>                   | <b>14</b>                                                                                         | <b>15</b>                                                                                                                                                        | <b>16</b>                                                                                             | <b>17</b>                                                                                                         | <b>18</b>                                                                                | <b>19</b>           |
|                             | 5:30pm 7:00pm Sacramento Regional Transit Board Meeting (Regional Transit Library (Room 222),     | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)                                                             | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Cha | 8:00am 9:30am Rancho Cordova Chamber of 9:30am 12:00pm Sacramento Area Co 6:00pm 8:00pm FCUSD Board Meeting, 1965 | Pay Day<br>11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)       |                     |
| <b>20</b>                   | <b>21</b>                                                                                         | <b>22</b>                                                                                                                                                        | <b>23</b>                                                                                             | <b>24</b>                                                                                                         | <b>25</b>                                                                                | <b>26</b>           |
|                             | Martin Luther King Da                                                                             | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                                                                                       | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B               | US Conference of Mayors Winter Meeting (Washington, DC)                                                           | Timesheets Due                                                                           |                     |
| <b>27</b>                   | <b>28</b>                                                                                         | <b>29</b>                                                                                                                                                        | <b>30</b>                                                                                             | <b>31</b>                                                                                                         | <b>Feb 1</b>                                                                             | <b>2</b>            |
|                             | 11:30am 1:30pm South Sacramento Conservation Agenc 5:30pm 7:00pm Sacramento Regional Transit (RT) | 5:30pm 9:00pm City Council Special Meeting/Work Session (American River North)                                                                                   | 5:30pm 7:30pm CCC - Artist Reception (City Hall)                                                      | Tentative: MACC Oper 7:30am 11:00am Rancho Cordova Chamber of Commerce Business Outlook & Economic                |                                                                                          |                     |

Dec 30 - Jan 5

Jan 6 - 12

Jan 13 - 19

Jan 20 - 26

Jan 27 - Feb 2

# February 2019

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February 2019

March 2019

| Sunday        | Monday                                                                                                                     | Tuesday                                                                                                                    | Wednesday                                                                                                             | Thursday                                                                                                                                                     | Friday                                                                                            | Saturday                                                                                                                |
|---------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Jan 27</b> | <b>28</b>                                                                                                                  | <b>29</b>                                                                                                                  | <b>30</b>                                                                                                             | <b>31</b>                                                                                                                                                    | <b>Feb 1</b>                                                                                      | <b>2</b>                                                                                                                |
|               |                                                                                                                            |                                                                                                                            |                                                                                                                       |                                                                                                                                                              | Pay Day                                                                                           | 10:00am 12:00pm<br>Rancho Cordova<br>Library Reopening<br>Celebration (1397,<br>9845 Folsom Blvd,<br>Sacramento, CA 958 |
| <b>3</b>      | <b>4</b>                                                                                                                   | <b>5</b>                                                                                                                   | <b>6</b>                                                                                                              | <b>7</b>                                                                                                                                                     | <b>8</b>                                                                                          | <b>9</b>                                                                                                                |
|               | 3:00pm 9:00pm City<br>Council Special<br>Meeting (3:00 p.m.)<br>and Regular<br>Meeting (5:30 p.m.)<br>(American River Nort |                                                                                                                            |                                                                                                                       | 6:00pm 8:00pm FCUSD<br>Board Meeting, 1965<br>Birkmonst Drive,<br>Rancho Cordova                                                                             | Timesheets Due<br>8:30am 10:30am<br>Capital Southeast<br>Connector JPA (City<br>Council Chambers) | Basant Panchami (Fest                                                                                                   |
| <b>10</b>     | <b>11</b>                                                                                                                  | <b>12</b>                                                                                                                  | <b>13</b>                                                                                                             | <b>14</b>                                                                                                                                                    | <b>15</b>                                                                                         | <b>16</b>                                                                                                               |
|               | 5:30pm 7:00pm<br>Sacramento<br>Regional Transit (RT)<br>Board Meeting<br>(Regional Transit<br>Library (Room 222),          |                                                                                                                            | 9:30am 11:30am<br>Sacramento<br>Regional Sanitation<br>District/Sacramento<br>Area Sewer District B                   | LoCC City Managers' Conference (San Diego)<br>Valentine's Day<br>1:30pm 2:30pm<br>Sacramento<br>Transportation<br>Authority (STA) Boar                       | Pay Day<br>11:30am 1:00pm<br>Rancho Cordova<br>Luncheon (American<br>River Community Ro           |                                                                                                                         |
| <b>17</b>     | <b>18</b>                                                                                                                  | <b>19</b>                                                                                                                  | <b>20</b>                                                                                                             | <b>21</b>                                                                                                                                                    | <b>22</b>                                                                                         | <b>23</b>                                                                                                               |
|               | Presidents Day - Holid                                                                                                     | 10:00am 12:00pm<br>Sacramento-Yolo<br>Mosquito & Vector<br>5:30pm 11:00pm City<br>Council Regular<br>Meeting (5:30 p.m.) ( | 6:30pm 8:30pm<br>Cordova Recreation<br>and Park District<br>(CRPD) Board<br>Meeting (David B.<br>Robert's Council Cha | 8:00am 9:30am Rancho<br>Cordova Chamber of<br>Commerce Board M<br>9:30am 12:00pm<br>Sacramento Area<br>Council of Governm                                    | Timesheets Due                                                                                    |                                                                                                                         |
| <b>24</b>     | <b>25</b>                                                                                                                  | <b>26</b>                                                                                                                  | <b>27</b>                                                                                                             | <b>28</b>                                                                                                                                                    | <b>Mar 1</b>                                                                                      | <b>2</b>                                                                                                                |
|               | 11:30am 1:30pm South<br>Sacramento<br>Conservation Agenc<br>5:30pm 7:00pm<br>Sacramento<br>Regional Transit (RT)           | 5:30pm 10:00pm City<br>Council Special<br>Meeting/Work<br>Session (5:30 p.m.)<br>(American River Nort                      | 9:30am 11:30am<br>Sacramento<br>Regional Sanitation<br>District/Sacramento<br>Area Sewer District B                   | Great Place to Work Conference (San Francisco)<br>Tentative: MACC Oper<br>9:30am 10:30am<br>Sacramento Metrop<br>3:00pm 5:00pm Sacram<br>6:00pm 8:00pm FCUSD |                                                                                                   |                                                                                                                         |

Jan 27 - Feb 2

Feb 3 - 9

Feb 10 - 16

Feb 17 - 23

Feb 24 - Mar 2

# March 2019

| March 2019 |    |    |    |    |    |    | April 2019 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| Su         | Mo | Tu | We | Th | Fr | Sa | Su         | Mo | Tu | We | Th | Fr | Sa |
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| 17         | 18 | 19 | 20 | 21 | 22 | 23 | 14         | 15 | 16 | 17 | 18 | 19 | 20 |
| 24         | 25 | 26 | 27 | 28 | 29 | 30 | 21         | 22 | 23 | 24 | 25 | 26 | 27 |
| 31         |    |    |    |    |    |    | 28         | 29 | 30 |    |    |    |    |

| Sunday           | Monday                                                                                    | Tuesday                                                                                         | Wednesday                                                                               | Thursday                                | Friday                           | Saturday  |
|------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------|-----------|
| <b>Feb 24</b>    | <b>25</b>                                                                                 | <b>26</b>                                                                                       | <b>27</b>                                                                               | <b>28</b>                               | <b>Mar 1</b>                     | <b>2</b>  |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         | Pay Day                          |           |
| <b>3</b>         | <b>4</b>                                                                                  | <b>5</b>                                                                                        | <b>6</b>                                                                                | <b>7</b>                                | <b>8</b>                         | <b>9</b>  |
|                  | 4:00pm 11:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) ( |                                                                                                 |                                                                                         |                                         | SXSW - Government Track (Austin) |           |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         | 20th Annual Communi              |           |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         | Timesheets Due                   |           |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         | 8:30am 10:30am                   |           |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         | Capital Southeast Co             |           |
| <b>10</b>        | <b>11</b>                                                                                 | <b>12</b>                                                                                       | <b>13</b>                                                                               | <b>14</b>                               | <b>15</b>                        | <b>16</b> |
|                  | SXSW - Government Track (Austin)                                                          |                                                                                                 |                                                                                         |                                         | Pay Day                          |           |
|                  | NLC Congressional City Conference (Washington, DC)                                        |                                                                                                 |                                                                                         |                                         | 11:30am 1:00pm                   |           |
|                  | 5:30pm 7:00pm                                                                             |                                                                                                 |                                                                                         |                                         | Rancho Cordova                   |           |
|                  | Sacramento                                                                                |                                                                                                 |                                                                                         |                                         | Luncheon (American               |           |
|                  | Regional Transit (RT)                                                                     |                                                                                                 |                                                                                         |                                         | River Community Ro               |           |
| <b>17</b>        | <b>18</b>                                                                                 | <b>19</b>                                                                                       | <b>20</b>                                                                               | <b>21</b>                               | <b>22</b>                        | <b>23</b> |
| St Patrick's Day | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond R           | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. R     | Rancho Cordova Chan                     | Timesheets Due                   |           |
|                  |                                                                                           |                                                                                                 |                                                                                         | 8:00am 9:30am Rancho Cordova Chamber of |                                  |           |
|                  |                                                                                           |                                                                                                 |                                                                                         | 9:30am 12:00pm                          |                                  |           |
|                  |                                                                                           |                                                                                                 |                                                                                         | Sacramento Area Co                      |                                  |           |
| <b>24</b>        | <b>25</b>                                                                                 | <b>26</b>                                                                                       | <b>27</b>                                                                               | <b>28</b>                               | <b>29</b>                        | <b>30</b> |
|                  | 11:30am 1:30pm South Sacramento Conservation Agenc                                        | 5:30pm 10:00pm Copy: City Council Special Meeting/Work Session (5:30 p.m.) (American River Nort | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B | 9:30am 10:30am Sacramento Metrop        | Pay Day                          |           |
|                  | 5:30pm 7:00pm Sacramento Regiona                                                          |                                                                                                 |                                                                                         | 3:00pm 5:00pm Sacramento Public Li      |                                  |           |
|                  |                                                                                           |                                                                                                 |                                                                                         | 6:00pm 8:00pm FCUSD                     |                                  |           |
| <b>31</b>        | <b>Apr 1</b>                                                                              | <b>2</b>                                                                                        | <b>3</b>                                                                                | <b>4</b>                                | <b>5</b>                         | <b>6</b>  |
|                  |                                                                                           |                                                                                                 |                                                                                         |                                         |                                  |           |

2/24 - 3/1

3/3 - 8

3/10 - 15

3/17 - 22

3/24 - 29

3/31 - 4/5

# April 2019

April 2019

May 2019

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| Sunday        | Monday                                                                                                            | Tuesday                                                                         | Wednesday                                                                                                         | Thursday                                                                                                                                                  | Friday                                                                             | Saturday                |
|---------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------|
| <b>Mar 31</b> | <b>Apr 1</b>                                                                                                      | <b>2</b>                                                                        | <b>3</b>                                                                                                          | <b>4</b>                                                                                                                                                  | <b>5</b>                                                                           | <b>6</b>                |
|               | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River North)    |                                                                                 |                                                                                                                   | CCAC Annual Conference (Orange)<br>LoCC Public Works Officers Institute & Expo (San Diego)<br>Tentative: MACC Opening<br>MACC Reception<br>Timesheets Due |                                                                                    |                         |
| <b>7</b>      | <b>8</b>                                                                                                          | <b>9</b>                                                                        | <b>10</b>                                                                                                         | <b>11</b>                                                                                                                                                 | <b>12</b>                                                                          | <b>13</b>               |
|               | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),                |                                                                                 |                                                                                                                   | TLG Annual Conference (Reno)<br>1:30pm 2:30pm Sacramento Transportation Auth<br>6:00pm 8:00pm FCUSD Board Meeting, 1965                                   | Pay Day<br>8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)  |                         |
| <b>14</b>     | <b>15</b>                                                                                                         | <b>16</b>                                                                       | <b>17</b>                                                                                                         | <b>18</b>                                                                                                                                                 | <b>19</b>                                                                          | <b>20</b>               |
|               |                                                                                                                   |                                                                                 |                                                                                                                   | FCUSD Closed - Spring Break                                                                                                                               |                                                                                    |                         |
|               |                                                                                                                   |                                                                                 |                                                                                                                   | SCUSD & EGUSD Closed - Spring Break                                                                                                                       |                                                                                    |                         |
|               |                                                                                                                   |                                                                                 |                                                                                                                   | Housing California Annual Conference (Sacramento)<br>10:00am 12:00pm Sacramento-Yolo Mosquito & Vector                                                    | 8:00am 9:30am Rancho Cordova Chamber of<br>9:30am 12:00pm Sacra Luncheon (American |                         |
| <b>21</b>     | <b>22</b>                                                                                                         | <b>23</b>                                                                       | <b>24</b>                                                                                                         | <b>25</b>                                                                                                                                                 | <b>26</b>                                                                          | <b>27</b>               |
|               | FCUSD Closed - Spring Break<br>5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Lib |                                                                                 | Legislative Action Day<br>9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B | 9:30am 10:30am Sacramento Metropolitan Air Qu<br>3:00pm 5:00pm Sacramento Public Library Authority Go                                                     | Pay Day                                                                            | Kids Day in the Park (H |
| <b>28</b>     | <b>29</b>                                                                                                         | <b>30</b>                                                                       | <b>May 1</b>                                                                                                      | <b>2</b>                                                                                                                                                  | <b>3</b>                                                                           | <b>4</b>                |
|               | 11:30am 1:30pm South Sacramento Conservation Agency JPA Meeting (700 H Street, Hearing Room 2, Sac                | 5:30pm 10:00pm City Council Special Meeting/Work Session (American River North) |                                                                                                                   |                                                                                                                                                           |                                                                                    |                         |

Mar 31 - Apr 6

Apr 7 - 13

Apr 14 - 20

Apr 21 - 27

Apr 28 - May 4

# May 2019

| May 2019 |    |    |    |    |    |    | June 2019 |    |    |    |    |    |    |
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| 19       | 20 | 21 | 22 | 23 | 24 | 25 | 16        | 17 | 18 | 19 | 20 | 21 | 22 |
| 26       | 27 | 28 | 29 | 30 | 31 |    | 23        | 24 | 25 | 26 | 27 | 28 | 29 |

| Sunday                 | Monday                                                                                                                                                        | Tuesday                                                                                    | Wednesday                                                                                             | Thursday                                                                                                          | Friday                                                                                 | Saturday                       |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------|
| <b>Apr 28</b>          | <b>29</b>                                                                                                                                                     | <b>30</b>                                                                                  | <b>May 1</b>                                                                                          | <b>2</b>                                                                                                          | <b>3</b>                                                                               | <b>4</b>                       |
|                        |                                                                                                                                                               |                                                                                            |                                                                                                       | 6:00pm 8:00pm FCUSD Board Meeting, 1965 Birkmonst Drive, Rancho Cordova                                           | Timesheets Due                                                                         | Cap-to-Cap Cordova Community G |
| <b>5</b>               | <b>6</b>                                                                                                                                                      | <b>7</b>                                                                                   | <b>8</b>                                                                                              | <b>9</b>                                                                                                          | <b>10</b>                                                                              | <b>11</b>                      |
| Cinco de Mayo          | Cap-to-Cap                                                                                                                                                    |                                                                                            | 9:00am 10:30am Sacramento Central Groundwater Author 9:30am 11:30am Sacramento Regiona                | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County                          | Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)         | iFest                          |
| <b>12</b>              | <b>13</b>                                                                                                                                                     | <b>14</b>                                                                                  | <b>15</b>                                                                                             | <b>16</b>                                                                                                         | <b>17</b>                                                                              | <b>18</b>                      |
|                        | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),                                                            | 5:30pm 9:00pm City Council Special Meeting/Work Session (5:30 p.m.)                        | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Cha | 8:00am 9:30am Rancho Cordova Chamber of 9:30am 12:00pm Sacramento Area Co 6:00pm 8:00pm FCUSD Board Meeting, 1965 | Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms) |                                |
| <b>19</b>              | <b>20</b>                                                                                                                                                     | <b>21</b>                                                                                  | <b>22</b>                                                                                             | <b>23</b>                                                                                                         | <b>24</b>                                                                              | <b>25</b>                      |
| Soil Born Farms' Day a | Government Finance Officers Assoc. Annual Conference (Los Angeles) 11:30am 1:30pm South Sacramento Conservation Agenc 5:30pm 11:00pm City Council Regular Mee | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond R      | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B               | 9:30am 10:30am Sacramento Metropolitan Air Qu 3:00pm 5:00pm Sacramento Public Library Authority Go                | Pay Day                                                                                |                                |
| <b>26</b>              | <b>27</b>                                                                                                                                                     | <b>28</b>                                                                                  | <b>29</b>                                                                                             | <b>30</b>                                                                                                         | <b>31</b>                                                                              | <b>Jun 1</b>                   |
|                        | Memorial Day Holiday 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regi                                                                       | 5:30pm 9:00pm City Council Special Meeting/Work Session (5:30 p.m.) (American River North) | FCUSD: Last Day of School MACC Reception Tentative: MACC Oper                                         | FCUSD: Last Day of School MACC Reception Timesheets Due                                                           | EGUSD: Last Day of School Timesheets Due                                               |                                |

Apr 28 - May 4

May 5 - 11

May 12 - 18

May 19 - 25

May 26 - Jun 1

# June 2019

| June 2019 |    |    |    |    |    |    |
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| 23        | 24 | 25 | 26 | 27 | 28 | 29 |
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| July 2019 |    |    |    |    |    |    |
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| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |

| Sunday                  | Monday                                                                                    | Tuesday                                                                                 | Wednesday                                                                                      | Thursday                                                                                                          | Friday                                                                                                                     | Saturday     |
|-------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>May 26</b>           | <b>27</b>                                                                                 | <b>28</b>                                                                               | <b>29</b>                                                                                      | <b>30</b>                                                                                                         | <b>31</b>                                                                                                                  | <b>Jun 1</b> |
|                         |                                                                                           |                                                                                         |                                                                                                |                                                                                                                   |                                                                                                                            |              |
| <b>2</b>                | <b>3</b>                                                                                  | <b>4</b>                                                                                | <b>5</b>                                                                                       | <b>6</b>                                                                                                          | <b>7</b>                                                                                                                   | <b>8</b>     |
|                         | 4:30pm 10:30pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) ( |                                                                                         |                                                                                                | 6:00pm 8:00pm FCUSD Board Meeting, 1965 Birkmonst Drive, Rancho Cordova                                           | Pay Day<br>7:30pm 10:00pm Moonlight Movie (Village Green Park)                                                             |              |
| <b>9</b>                | <b>10</b>                                                                                 | <b>11</b>                                                                               | <b>12</b>                                                                                      | <b>13</b>                                                                                                         | <b>14</b>                                                                                                                  | <b>15</b>    |
|                         | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Lib        |                                                                                         | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B        | SCUSD: Last Day of School<br>1:30pm 2:30pm Sacramento Transpo<br>5:00pm 9:00pm Leadership Rancho                  | Timesheets Due<br>8:30am 10:30am Capital Southeast Co<br>7:30pm 10:00pm Moonlight Movie (Vi                                |              |
| <b>16</b>               | <b>17</b>                                                                                 | <b>18</b>                                                                               | <b>19</b>                                                                                      | <b>20</b>                                                                                                         | <b>21</b>                                                                                                                  | <b>22</b>    |
|                         | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond R   | LoCC Mayors & Council<br>6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeti | Members Executive Forum<br>8:00am 9:30am Rancho Cordova Chamber of<br>9:30am 12:00pm Sacra<br>6:00pm 8:00pm FCUSD | LoCC Mayors & Council<br>Pay Day<br>11:30am 1:00pm Rancho Cordova Lun<br>7:30pm 10:00pm Moon                               |              |
| <b>23</b>               | <b>24</b>                                                                                 | <b>25</b>                                                                               | <b>26</b>                                                                                      | <b>27</b>                                                                                                         | <b>28</b>                                                                                                                  | <b>29</b>    |
|                         | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Lib        | 5:30pm 10:00pm City Council Special Meeting/Work Session (5:30 p.m.) (Council Chambers) | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B        | 9:30am 10:30am Sacramento Metropolitan Air Qu<br>3:00pm 5:00pm Sacramento Public Li                               | US Conference of Mayors Annual Meeting (Honolulu)<br>Timesheets Due<br>7:30pm 10:00pm Moonlight Movie (Village Green Park) |              |
| <b>30</b>               | <b>Jul 1</b>                                                                              | <b>2</b>                                                                                | <b>3</b>                                                                                       | <b>4</b>                                                                                                          | <b>5</b>                                                                                                                   | <b>6</b>     |
| US Conference of Mayors |                                                                                           |                                                                                         |                                                                                                |                                                                                                                   |                                                                                                                            |              |

5/26 - 31

6/2 - 7

6/9 - 14

6/16 - 21

6/23 - 28

6/30 - 7/5

# July 2019

| July 2019 |    |    |    |    |    |    | August 2019 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| Su        | Mo | Tu | We | Th | Fr | Sa | Su          | Mo | Tu | We | Th | Fr | Sa |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  | 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 | 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 | 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 | 25          | 26 | 27 | 28 | 29 | 30 | 31 |
| 28        | 29 | 30 | 31 |    |    |    |             |    |    |    |    |    |    |

| Sunday        | Monday                                                                                                                                    | Tuesday                                                                                           | Wednesday                                                                                           | Thursday                                                                                               | Friday                                                                                            | Saturday  |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------|
| <b>Jun 30</b> | <b>Jul 1</b>                                                                                                                              | <b>2</b>                                                                                          | <b>3</b>                                                                                            | <b>4</b>                                                                                               | <b>5</b>                                                                                          | <b>6</b>  |
|               | US Conference of Mayors<br>City of Rancho Cordova<br>4:30pm 10:30pm City<br>Council Special<br>Meeting (4:00 p.m.)<br>and Regular Meeting |                                                                                                   | 4th of July Celebration (Hagan Park)<br><br>Independence Day Ho<br>4th of July Parade               |                                                                                                        | Pay Day                                                                                           |           |
| <b>7</b>      | <b>8</b>                                                                                                                                  | <b>9</b>                                                                                          | <b>10</b>                                                                                           | <b>11</b>                                                                                              | <b>12</b>                                                                                         | <b>13</b> |
|               | 5:30pm 7:00pm<br>Sacramento<br>Regional Transit (RT)<br>Board Meeting<br>(Regional Transit Lib                                            |                                                                                                   | 9:00am 10:30am<br>Sacramento Central<br>Groundwater Author<br>9:30am 11:30am<br>Sacramento Regiona  | Tentative: Summer at City Hall Dates                                                                   |                                                                                                   |           |
|               |                                                                                                                                           |                                                                                                   |                                                                                                     | MACC Opening Recep<br>1:30pm 2:30pm<br>Sacramento<br>Transportation<br>Authority (STA) Boar            | Timesheets Due<br>8:30am 10:30am<br>Capital Southeast<br>Connector JPA (City<br>Council Chambers) |           |
| <b>14</b>     | <b>15</b>                                                                                                                                 | <b>16</b>                                                                                         | <b>17</b>                                                                                           | <b>18</b>                                                                                              | <b>19</b>                                                                                         | <b>20</b> |
|               |                                                                                                                                           |                                                                                                   | Tentative: Summer at City Hall Dates                                                                |                                                                                                        |                                                                                                   |           |
|               |                                                                                                                                           | 10:00am 12:00pm<br>Sacramento-Yolo<br>Mosquito & Vector<br>Control District<br>Board (8631 Bond R | 6:30pm 8:30pm<br>Cordova Recreation<br>and Park District<br>(CRPD) Board<br>Meeting (David B. R     | 8:00am 9:30am Rancho<br>Cordova Chamber of<br>Commerce Board M<br>9:30am 12:00pm<br>Sacramento Area Co | Pay Day<br>11:30am 1:00pm<br>Rancho Cordova<br>Luncheon (American<br>River Community Ro           |           |
| <b>21</b>     | <b>22</b>                                                                                                                                 | <b>23</b>                                                                                         | <b>24</b>                                                                                           | <b>25</b>                                                                                              | <b>26</b>                                                                                         | <b>27</b> |
|               |                                                                                                                                           |                                                                                                   | Tentative: Summer at City Hall Dates                                                                |                                                                                                        |                                                                                                   |           |
|               | 5:30pm 7:00pm<br>Sacramento<br>Regional Transit (RT)<br>Board Meeting<br>(Regional Transit Lib                                            |                                                                                                   | 9:30am 11:30am<br>Sacramento<br>Regional Sanitation<br>District/Sacramento<br>Area Sewer District B | 9:30am 10:30am<br>Sacramento<br>Metropolitan Air Qu<br>3:00pm 5:00pm<br>Sacramento Public Li           | Timesheets Due                                                                                    |           |
| <b>28</b>     | <b>29</b>                                                                                                                                 | <b>30</b>                                                                                         | <b>31</b>                                                                                           | <b>Aug 1</b>                                                                                           | <b>2</b>                                                                                          | <b>3</b>  |
|               | Tentative: Summer at City Hall Dates                                                                                                      |                                                                                                   |                                                                                                     |                                                                                                        |                                                                                                   |           |
|               | 11:30am 1:30pm South<br>Sacramento<br>Conservation<br>Agency JPA Meeting<br>(700 H Street, Hearin                                         |                                                                                                   | 5:30pm 7:30pm CCC -<br>Artist Reception<br>(City Hall)                                              |                                                                                                        |                                                                                                   |           |

Jun 30 - Jul 6

Jul 7 - 13

Jul 14 - 20

Jul 21 - 27

Jul 28 - Aug 3

# August 2019

| August 2019 |    |    |    |    |    |    | September 2019 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|----------------|----|----|----|----|----|----|
| Su          | Mo | Tu | We | Th | Fr | Sa | Su             | Mo | Tu | We | Th | Fr | Sa |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 | 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 | 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 | 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 | 22             | 23 | 24 | 25 | 26 | 27 | 28 |

| Sunday        | Monday                                                                                                         | Tuesday                                                                                              | Wednesday                                                                                                | Thursday                                                                                                   | Friday                                                                                                       | Saturday        |
|---------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Jul 28</b> | <b>29</b>                                                                                                      | <b>30</b>                                                                                            | <b>31</b>                                                                                                | <b>Aug 1</b>                                                                                               | <b>2</b>                                                                                                     | <b>3</b>        |
|               |                                                                                                                |                                                                                                      |                                                                                                          | Tentative: Summer at City<br>Tentative: MACC Oper                                                          | Pay Day<br>Tentative: Summer at City<br>7:00pm 10:00pm<br>Summer Concert Series (Village Green Park)         |                 |
| <b>4</b>      | <b>5</b>                                                                                                       | <b>6</b>                                                                                             | <b>7</b>                                                                                                 | <b>8</b>                                                                                                   | <b>9</b>                                                                                                     | <b>10</b>       |
|               | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River North) |                                                                                                      |                                                                                                          | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County)                  | Timesheets Due<br>8:30am 10:30am Capital Southeast Connector JPA (City) 7:00pm 10:00pm Summer Concert Series |                 |
| <b>11</b>     | <b>12</b>                                                                                                      | <b>13</b>                                                                                            | <b>14</b>                                                                                                | <b>15</b>                                                                                                  | <b>16</b>                                                                                                    | <b>17</b>       |
|               | 5:30pm Sacramento Regional Transit Board Meeting (Regional Transit Library (Room 222),                         |                                                                                                      | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 | 8:00am 9:30am Rancho Cordova Chamber of 9:30am 12:00pm Sacramento Area Co 10:00am 2:00pm Rancho Cordova Ch | Pay Day<br>11:30am 1:00pm Rancho Cordova Luncheon (American Summer Concert Series                            |                 |
| <b>18</b>     | <b>19</b>                                                                                                      | <b>20</b>                                                                                            | <b>21</b>                                                                                                | <b>22</b>                                                                                                  | <b>23</b>                                                                                                    | <b>24</b>       |
|               | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                                     | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Cha    | 9:30am 10:30am Sacramento Metropolitan Air Quality 3:00pm Sacramento Public Library Authority Go           | Timesheets Due<br>7:00pm 10:00pm Summer Concert Series (Village Green Park)                                  | Brushes & Brews |
| <b>25</b>     | <b>26</b>                                                                                                      | <b>27</b>                                                                                            | <b>28</b>                                                                                                | <b>29</b>                                                                                                  | <b>30</b>                                                                                                    | <b>31</b>       |
|               | 11:30am 1:30pm South Sacramento Conservation Agency 5:30pm Sacramento Regional Transit (RT)                    | 5:30pm 10:00pm City Council Special Meeting/Work Session (5:30 p.m.)                                 | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 |                                                                                                            | Pay Day<br>7:00pm 10:00pm Summer Concert Series (Village Green Park)                                         |                 |

Jul 28 - Aug 3

Aug 4 - 10

Aug 11 - 17

Aug 18 - 24

Aug 25 - 31

# September 2019

September 2019

October 2019

| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 6  | 7  | 1  | 2  | 3  | 4  | 5  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 | 13 | 14 | 8  | 9  | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 20 | 21 | 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 26 | 27 | 22 | 23 | 24 | 25 | 26 |
| 29 | 30 |    |    |    |    |    | 28 | 29 | 29 | 30 | 31 |    |    |

| Sunday       | Monday                                                                                                      | Tuesday                                                                                                        | Wednesday                                                                                                | Thursday                                                                                                   | Friday                                                                                 | Saturday             |
|--------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------|
| <b>Sep 1</b> | <b>2</b>                                                                                                    | <b>3</b>                                                                                                       | <b>4</b>                                                                                                 | <b>5</b>                                                                                                   | <b>6</b>                                                                               | <b>7</b>             |
|              | Labor Day Holiday - City Council Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River North) | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River North) | Tentative: MACC Open                                                                                     |                                                                                                            | Timesheets Due                                                                         |                      |
| <b>8</b>     | <b>9</b>                                                                                                    | <b>10</b>                                                                                                      | <b>11</b>                                                                                                | <b>12</b>                                                                                                  | <b>13</b>                                                                              | <b>14</b>            |
|              | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),          |                                                                                                                | 9:00am 10:30am Sacramento Central Groundwater Authority 9:30am 11:30am Sacramento Regional               | LOCCA Annual Conference (Sacramento)                                                                       |                                                                                        |                      |
|              |                                                                                                             |                                                                                                                |                                                                                                          | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento)                         | Pay Day                                                                                |                      |
| <b>15</b>    | <b>16</b>                                                                                                   | <b>17</b>                                                                                                      | <b>18</b>                                                                                                | <b>19</b>                                                                                                  | <b>20</b>                                                                              | <b>21</b>            |
|              | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                                  | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)           | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Cha    | 8:00am 9:30am Rancho Cordova Chamber of Commerce Board M 9:30am 12:00pm Sacramento Area Council of Governm | Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms) | Soil Born Farms Autu |
| <b>22</b>    | <b>23</b>                                                                                                   | <b>24</b>                                                                                                      | <b>25</b>                                                                                                | <b>26</b>                                                                                                  | <b>27</b>                                                                              | <b>28</b>            |
|              | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),          | 5:30pm 10:00pm City Council Special Meeting/Work Session (American River North)                                | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 | 9:30am 10:30am Sacramento Metropolitan Air Qu 3:00pm 5:00pm Sacramento Public Library Authority Go         | Pay Day                                                                                |                      |
| <b>29</b>    | <b>30</b>                                                                                                   | <b>Oct 1</b>                                                                                                   | <b>2</b>                                                                                                 | <b>3</b>                                                                                                   | <b>4</b>                                                                               | <b>5</b>             |
|              | 11:30am 1:30pm South Sacramento Conservation Agency JPA (700 H Street, Hearing Room 2, Sacramento           |                                                                                                                |                                                                                                          |                                                                                                            |                                                                                        |                      |

Sep 1 - 7

Sep 8 - 14

Sep 15 - 21

Sep 22 - 28

Sep 29 - Oct 5

# October 2019

November 2019

October 2019

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    |    |
| 1  | 2  | 3  | 4  | 5  |    |    |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

| Sunday        | Monday                                                                                                                                   | Tuesday                                                                                                     | Wednesday                                                                                                | Thursday                                                                                                                       | Friday                                                                             | Saturday               |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------|
| <b>Sep 29</b> | <b>30</b>                                                                                                                                | <b>Oct 1</b>                                                                                                | <b>2</b>                                                                                                 | <b>3</b>                                                                                                                       | <b>4</b>                                                                           | <b>5</b>               |
|               |                                                                                                                                          |                                                                                                             | Tentative: MACC Oper                                                                                     | MACC Reception                                                                                                                 | Timesheets Due                                                                     |                        |
| <b>6</b>      | <b>7</b>                                                                                                                                 | <b>8</b>                                                                                                    | <b>9</b>                                                                                                 | <b>10</b>                                                                                                                      | <b>11</b>                                                                          | <b>12</b>              |
|               | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River Nort                             |                                                                                                             | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County                                       | Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)     | RCAA Sports Hall of Fe |
| <b>13</b>     | <b>14</b>                                                                                                                                | <b>15</b>                                                                                                   | <b>16</b>                                                                                                | <b>17</b>                                                                                                                      | <b>18</b>                                                                          | <b>19</b>              |
|               | 5:30pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),                                       | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector 5:30pm 9:00pm Special Meeting/Closed Session for City Man | Bosses Day 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeti                         | LoCC Annual Conference (Long Beach) 8:00am 9:30am Rancho Cordova Chamber of Commerce Board M 9:30am 12:00pm Sacramento Area Co | Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Ro |                        |
| <b>20</b>     | <b>21</b>                                                                                                                                | <b>22</b>                                                                                                   | <b>23</b>                                                                                                | <b>24</b>                                                                                                                      | <b>25</b>                                                                          | <b>26</b>              |
|               | ICMA Annual Conference (Nashville/Davidson County, Tennessee) 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers) |                                                                                                             | 9:30am 11:30am Sacramento Regional Sanitation 5:30pm 7:30pm CCC - Artist Reception                       | 9:30am 10:30am Sacramento Metropolitan Air Qu 3:00pm 5:00pm Sacramento Public Library Authority Go                             | Pay Day                                                                            |                        |
| <b>27</b>     | <b>28</b>                                                                                                                                | <b>29</b>                                                                                                   | <b>30</b>                                                                                                | <b>31</b>                                                                                                                      | <b>Nov 1</b>                                                                       | <b>2</b>               |
|               | 11:30am 1:30pm South Sacramento Conservation Agenc 5:30pm 7:00pm Sacramento Regional Transit (RT)                                        | 5:30pm 10:00pm City Council Special Meeting/Closed Session City Manager Evaluation (5:30 p.m.) (Titan Ro    |                                                                                                          | Halloween                                                                                                                      |                                                                                    |                        |

Sep 29 - Oct 5

Oct 6 - 12

Oct 13 - 19

Oct 20 - 26

Oct 27 - Nov 2

# November 2019

November 2019

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

December 2019

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

| Sunday        | Monday                                                                                                       | Tuesday                                                                                              | Wednesday                                                                                                | Thursday                                                                                               | Friday                                                                                 | Saturday  |
|---------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------|
| <b>Oct 27</b> | <b>28</b>                                                                                                    | <b>29</b>                                                                                            | <b>30</b>                                                                                                | <b>31</b>                                                                                              | <b>Nov 1</b>                                                                           | <b>2</b>  |
|               |                                                                                                              |                                                                                                      |                                                                                                          |                                                                                                        | Timesheets Due                                                                         |           |
| <b>3</b>      | <b>4</b>                                                                                                     | <b>5</b>                                                                                             | <b>6</b>                                                                                                 | <b>7</b>                                                                                               | <b>8</b>                                                                               | <b>9</b>  |
|               | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River Nort |                                                                                                      | MACC Opening Recep                                                                                       | MACC Reception 6:00pm 8:00pm Annual State of the City Address (City Hall)                              | Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)         |           |
| <b>10</b>     | <b>11</b>                                                                                                    | <b>12</b>                                                                                            | <b>13</b>                                                                                                | <b>14</b>                                                                                              | <b>15</b>                                                                              | <b>16</b> |
|               | Veterans Day<br>Veterans Day Observa                                                                         |                                                                                                      | 9:00am 10:30am Sacramento Central Groundwater Author Sacramento Regional Sanitation                      | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County               | Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms) |           |
| <b>17</b>     | <b>18</b>                                                                                                    | <b>19</b>                                                                                            | <b>20</b>                                                                                                | <b>21</b>                                                                                              | <b>22</b>                                                                              | <b>23</b> |
|               | 11:30am 1:30pm South Sacramento Conservation Agenc 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) ( | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. R                      | NLC City Summit (San Antonio)<br>Pay Day                                                               |                                                                                        |           |
| <b>24</b>     | <b>25</b>                                                                                                    | <b>26</b>                                                                                            | <b>27</b>                                                                                                | <b>28</b>                                                                                              | <b>29</b>                                                                              | <b>30</b> |
|               | 5:30pm 7:00pm Sacramento Regional Transit Board Meeting (Regional Transit Library (Room 222),                | 5:30pm 10:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River Room)           | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 | Thanksgiving Day Holi 9:30am 10:30am Sacramento Metropolitan Air Qu 3:00pm 5:00pm Sacramento Public Li | Tentative: MACC Holiday Pop Up Gallery<br>Thanksgiving Holiday<br>Timesheets Due       |           |

Oct 27 - Nov 2

Nov 3 - 9

Nov 10 - 16

Nov 17 - 23

Nov 24 - 30

# December 2019

| December 2019 |    |    |    |    |    |    | January 2020 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Su            | Mo | Tu | We | Th | Fr | Sa | Su           | Mo | Tu | We | Th | Fr | Sa |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  | 5            | 6  | 7  | 8  | 9  | 10 | 11 |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 | 12           | 13 | 14 | 15 | 16 | 17 | 18 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 | 19           | 20 | 21 | 22 | 23 | 24 | 25 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 | 26           | 27 | 28 | 29 | 30 | 31 |    |
| 29            | 30 | 31 |    |    |    |    |              |    |    |    |    |    |    |

| Sunday                                 | Monday                                                                                        | Tuesday                                                                                              | Wednesday                                                                                                     | Thursday                                                                                                   | Friday                                                                                | Saturday            |
|----------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------|
| <b>Dec 1</b>                           | <b>2</b>                                                                                      | <b>3</b>                                                                                             | <b>4</b>                                                                                                      | <b>5</b>                                                                                                   | <b>6</b>                                                                              | <b>7</b>            |
| Tentative: MACC Holiday Pop Up Gallery |                                                                                               |                                                                                                      |                                                                                                               |                                                                                                            |                                                                                       |                     |
| Annual Christmas Tree                  | 4:00pm 10:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (     |                                                                                                      |                                                                                                               |                                                                                                            | Pay Day                                                                               | Pearl Harbor Rememb |
| <b>8</b>                               | <b>9</b>                                                                                      | <b>10</b>                                                                                            | <b>11</b>                                                                                                     | <b>12</b>                                                                                                  | <b>13</b>                                                                             | <b>14</b>           |
| Tentative: MACC Holiday                | 5:30pm 7:00pm Sacramento Regional Transit Board Meeting (Regional Transit Library (Room 222), | 5:30pm 10:00pm City Council Special Meeting/Work Session (5:30 p.m.)                                 | 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700      | 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County                   | Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers) |                     |
| <b>15</b>                              | <b>16</b>                                                                                     | <b>17</b>                                                                                            | <b>18</b>                                                                                                     | <b>19</b>                                                                                                  | <b>20</b>                                                                             | <b>21</b>           |
|                                        | 5:30pm 11:00pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)                    | 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) | 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Cha         | 8:00am 9:30am Rancho Cordova Chamber of Commerce Board M 9:30am 12:00pm Sacramento Area Council of Governm | Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)       |                     |
| <b>22</b>                              | <b>23</b>                                                                                     | <b>24</b>                                                                                            | <b>25</b>                                                                                                     | <b>26</b>                                                                                                  | <b>27</b>                                                                             | <b>28</b>           |
|                                        | 5:30pm 7:00pm Sacramento Regional Transit Board Meeting (Regional Transit Library (Room 222), | Christmas Eve Holiday                                                                                | Christmas Day Holiday 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District B | 9:30am 10:30am Sacramento Metropolitan Air Qu 3:00pm 5:00pm Sacramento Public Library Authority Go         | Timesheets Due                                                                        |                     |
| <b>29</b>                              | <b>30</b>                                                                                     | <b>31</b>                                                                                            | <b>Jan 1, 20</b>                                                                                              | <b>2</b>                                                                                                   | <b>3</b>                                                                              | <b>4</b>            |
|                                        |                                                                                               | New Year's Eve                                                                                       |                                                                                                               |                                                                                                            |                                                                                       |                     |

Dec 1 - 7

Dec 8 - 14

Dec 15 - 21

Dec 22 - 28

Dec 29 - Jan 4

## MEMORANDUM

**DATE:** November 5, 2018

**TO:** Honorable Mayor and Council Members

**FROM:** Adam U. Lindgren, City Attorney



**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A 5% PERFORMANCE INCENTIVE PAYMENT AND AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CYRUS ABHAR FOR SERVICE AS CITY MANAGER AND A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE AMENDED FULL TIME EMPLOYEE SALARY SCHEDULE

### **RECOMMENDATION**

- 1) Adopt a Resolution, approving: i) a 5% performance incentive payment, ii) an Amended and Restated Employment Agreement with City Manager, Cyrus Abhar, increasing his annual salary by 5% to \$258,152.33 and iii) the City Manager salary schedule; and
- 2) Adopt a Resolution approving the amended full time employee salary schedule.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the first Resolution will authorize the Mayor to execute the Amended and Restated Employment Agreement ("Agreement") with City Manager, Cyrus Abhar, establishing terms and conditions of his employment; authorize payment of the 5% performance incentive payment; and also adopt the City Manager salary schedule based on the amended contract. Adoption of the second Resolution will implement the changes to the full time employee salary schedule.

### **BACKGROUND**

#### ***City Manager Contract:***

The City Council appointed Cyrus Abhar to the position of Interim City Manager at a special meeting on June 30, 2015. On November 2, 2015, the City Council unanimously voted to appoint Mr. Abhar to the position of City Manager. Following City Council closed sessions to evaluate Mr. Abhar's performance and to negotiate his salary and benefits package, Council unanimously agreed that:

1. Mr. Abhar is a high functioning City Manager leading a high functioning team;
2. Mr. Abhar shall receive the maximum 5% performance incentive payment amount per his employment agreement for his 2018 performance based on exceptional results;
3. Mr. Abhar's annual base salary shall be increased by 5% to \$258,152.33; and

4. Mr. Abhar shall receive an increase in his universal time off allowance from 400 to 600 hours per year; and
5. Mr. Abhar shall receive a monthly car allowance of \$500.

The Resolution before the City Council approves the 5% performance incentive payment and authorizes the Mayor to execute the Amended and Restated Employment Agreement, which establishes the above terms and conditions of employment agreed upon by Mr. Abhar and the City Council. The Resolution also adopts the City Manager Salary Schedule, based upon the Amended and Restated Employment Agreement terms.

This Agreement establishes Mr. Abhar's salary at \$21,512.69 per month (\$258,152.33 annually). If approved, the salary increase will begin November 6, 2018. The annual performance incentive pay and salary increase require City Council approval and a finding that Mr. Abhar has displayed exceptional performance and succeeded in achieving the specific objectives previously established by the City Council. Per the requirements of the current employment agreement, City staff conducted a thorough compensation and benefits survey that included similar positions in ten other agencies. The City Council reviewed this information prior to making its recommendation.

Recent changes to the Brown Act require that, before taking final action, the City Council orally report a summary of the recommended actions on City Manager pay and benefits during an open session of a regular council meeting.

***Employee Salary Schedule:***

The City annually reviews and may revise employee compensation and the salary schedule ranges. The City Manager has the authority to recommend and implement adjustments to the salary schedule to ensure the City maintains a competitive compensation program. California law requires the salary schedule be made publicly available and formally adopted by the City Council.

The 2017-19 Operating Budget approved by the City Council anticipates salary adjustments for each of the two fiscal years in accordance with the City's compensation philosophy. The amended full time employee salary schedule before the Council for adoption tonight reflects the anticipated budget adjustments and is consistent with the City's compensation philosophy aimed at attracting and retaining high performing employees.

**ATTACHMENTS**

1. Resolution - City Manager compensation items
2. Exhibit A to Resolution - Restated and Amended Employment Agreement with City Manager Cyrus Abhar
3. Exhibit B to Resolution - City Manager salary schedule
4. Redlined version of Employment Agreement showing all changes
5. Resolution - Full Time Employee Salary Schedule
6. Exhibit A to Resolution - Full Time Employee Salary Schedule

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, APPROVING AN AMENDED AND RESTATED CITY MANAGER  
EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CYRUS ABHAR FOR SERVICE  
AS CITY MANAGER AND SETTING THE TERMS OF EMPLOYMENT, INCLUDING SALARY  
AND BENEFITS**

**WHEREAS**, the City Council appointed Cyrus Abhar to serve as Interim City Manager on June 30, 2015; and

**WHEREAS**, the City Council appointed Cyrus Abhar to serve as City Manager at its November 2, 2015, regular meeting; and

**WHEREAS**, the City Council approved an employment agreement with Cyrus Abhar ("City Manager") on January 19, 2016 ("Agreement"); and

**WHEREAS**, pursuant to said Agreement, the City Council conducted a performance evaluation of City Manager in closed session at its October 9, 2018 meeting and subsequently met in closed session at its regular October 15, 2018 meeting to discuss labor negotiations related to the Agreement; and

**WHEREAS**, on October 9, 2018, it was reported out of closed session that the City Council unanimously agreed that the City has a high functioning team led by a high functioning City Manager; and

**WHEREAS**, following the performance review, labor negotiations and a comprehensive salary and benefits survey of comparable cities, the Council unanimously voted to increase the City Manager's base salary by 5% going forward, increase his leave allowance, provide a monthly car allowance of \$500, and to award him the maximum performance incentive pay available for 2018 based on the exceptional results he has achieved for the organization, as demonstrated by his success in meeting the specific objectives established by the City Council at its 2017 performance evaluation of the City Manager.

**NOW THEREFORE**, the City Council of the City of Rancho Cordova hereby resolves:

1. That City Manager Cyrus Abhar shall be awarded a 5% performance incentive bonus for his exceptional 2018 performance, per Section II(A)(1) of his employment agreement, in the amount of \$12,292.97.

2. The Amended and Restated Employment Agreement with City Manager and City of Rancho Cordova, attached to the accompanying Staff Report as Exhibit A, is hereby approved and the Mayor is authorized to execute the agreement, which contains the following amendments:

- a. A base salary increase of 5%, which results in a monthly salary of \$21,512.69 and an annual salary of \$258,152.33, effective November 6, 2018;
- b. An increase in universal time off bank from 400 to 600 hours;
- c. A monthly car allowance of \$500; and

**ATTACHMENT 1**

- d. Minor edits necessary to reflect current practices.
3. The City Manager salary schedule, attached to the accompanying Staff Report as Exhibit B, based upon the Amended and Restated Employment Agreement, is hereby adopted.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova this 5<sup>th</sup> day of November, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

**ATTACHMENT 2**  
**Exhibit A to the Resolution**

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT  
WITH CITY MANAGER  
AND CITY OF RANCHO CORDOVA**

This Employment Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Rancho Cordova, California and Cyrus Abhar, an individual.

WHEREAS, the City of Rancho Cordova, hereinafter referred to as "City," requires the services of a City Manager; and

WHEREAS, Cyrus Abhar, hereinafter referred to as "City Manager," has provided the necessary skills and expertise of a City Manager to the City beginning November 3, 2015; and

WHEREAS, for the purposes of this Agreement, the Rancho Cordova City Council will be hereinafter referred to as the "City Council"; and

WHEREAS, the parties acknowledge that the City Manager is a member of the International City/County Management Association ("ICMA") and desire that the City Manager be subject to the ICMA Code of Ethics.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

**I. COMMITMENTS & UNDERSTANDINGS**

**A. Duties & Authority**

The City Manager shall be the Chief Executive Officer of the City, and shall be responsible to the City Council for the proper administration of all affairs of the City.

The City Manager shall administer and enforce the vision and policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

The City Manager shall perform all legally permissible and proper duties and functions as the City Council shall from time to time assign. In the course of his duties, the City Manager will conform to the ICMA Code of Ethics.

**1. The City Manager shall have the power and shall be required to:**

- (a) Generally attend City Council meetings. The City Manager shall not be excluded from any City Council meeting, unless

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

excused by the City Council in order for the Council to conduct his performance evaluation or to receive legal advice on matters on which the City Manager has a conflict of interest. The City Manager shall be seated at the City Council dais or with the City Council at all City Council meetings which he attends and may take part in the discussion of all matters before the City Council.

- (b) Review all documents prior to agendizing for any special and/or regular meetings of the City Council. The City Manager may make recommendations to the City Council concerning the endorsement of or opposition to any proposed agenda items.

If, in the opinion of the City Manager and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized, but returned immediately to the person who submitted it with the reason for rejection.

- (c) Appoint, transfer, evaluate, discipline, and dismiss all department heads, including the City Clerk and City Treasurer, who shall serve at the pleasure of the City Manager, except as otherwise specifically required by law, City Council policy, and further excluding the City Attorney, who is appointed by the City Council. Further, all legal services agreements require the approval of the City Attorney following general consultation with the City Manager.
- (d) Control, order, and give directions to all heads of departments and subordinate officers, employees, contractors, subcontractors, volunteers and other service providers or agents of the City. This includes the power to set aside any action taken by a department head and may supersede him or her in the functions of his or her office, except as expressly prohibited by state law, federal law or City contract.
- (e) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (f) Conduct research in administrative practices so as to bring about greater efficiency and economy in City government. Develop and recommend to the City Council long-range plans and policies to improve City operations and to prepare

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

for future City growth and development.

- (g) Coordinate the work of all appointive City officers, departments, and institutions in such matters, which are the concern and responsibility of the City Council. He may undertake any study or investigation he believes is necessary or desirable, and shall make any study or investigation the City Council directs. He shall implement changes that he believes will result in greater efficiency and economy in the administration of City affairs. To enable the City Manager to carry out such responsibilities, he may require reasonable and appropriate reports from any officer, department head, or institution head.
- (h) Recommend to the City Council from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (i) Consolidate or combine offices, positions, departments, or units under his jurisdiction. The City Manager may be the head of one or more departments.
- (j) Exercise control of City government in extreme emergencies when there is not sufficient opportunity for the City Council to act. In such an instance the City Manager or Mayor shall have the authority to hire necessary extra personnel, purchase necessary supplies and equipment, and take other actions necessary to meet such emergencies.
- (k) The City Manager may perform other functions which may not be formally described in the City of Rancho Cordova Municipal Code, but which are important to the City Council. These may include business development activities with special regional governments, volunteer agencies, Chambers of Commerce, or local service club leadership activities.

#### **2. Disability or inability to perform**

In the event the City Manager becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears such incapability will last for more than three (3) months, the City Council may terminate employment of the City Manager; however in such instance, the City Manager shall be entitled to severance pay as provided herein.

#### **B. City Manager Commitments**

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

#### **1. Objectives, Specific Tasks, and Work Plans**

The City Manager shall customize his administration of the affairs of the City government to match the vision and objectives established for the office and the policy decisions adopted by a majority of the City Council. This includes the vision for the community established by the City Council, City goals, and the adopted City budget.

The City Manager agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with the City Manager and then adopted by motion by the City Council as frequently as the City Council may choose. Such specific tasks and work plans shall then be considered a part of this Agreement. This shall include an annual list of specific and measurable objectives established by the City Council and City Manager and approved by the City Council, as more specifically described in Section I.E.1 below.

#### **2. Hours of Work**

The City Manager is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. The City Manager does not have set hours of work as he is expected to be available at all times.

It is recognized that the City Manager must devote a great deal of his time outside "normal office hours" to the business of the City, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform his duties.

The City Manager shall not spend more than sixteen (16) hours per month (chargeable to the Universal Leave Program, (ULP), if the hours are during "normal office hours") in teaching, consulting, speaking, or other non-City connected business for which compensation is paid, without the expressed prior consent of the City Council.

#### **C. City Commitments**

1. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the City Manager with a private office,

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

executive assistant, staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.

3. The City shall pay for or provide the City Manager reimbursement of actual and reasonable business expenses. The City shall provide the City Manager a City credit card to charge appropriate and lawful business expenses.
4. The City agrees to budget for and pay the professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
5. The City agrees to budget for and pay the travel and subsistence expenses of the City Manager, to pursue official and other functions for the City and meetings and occasions to continue the professional development of the City Manager, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Manager serves as a member.
6. The City also agrees to pay as provided for in the annual budget for the travel and subsistence expenses of the City Manager for short courses, institutes and seminars that are necessary for the good of the City.
7. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.
8. The City shall provide a computer, laptop computer for travel and home use, high-speed internet access, cellular phone, pager, electronic calendar, fax, copy machine and similar devices to the City Manager at the City's expense.

#### **D. City Council Commitments**

1. The City Council endeavors to establish the vision for the community and set overarching City policy to guide the City Manager and staff, including the adoption of the City budget.
2. The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year to work with the City Manager and staff

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.

2. Except for the purpose of inquiry, the City Council and its members shall deal with the administrative service solely through the City Manager, and neither the City Council nor any member thereof shall give orders or instructions to any department head or subordinate of the City Manager either publicly or privately. Neither the City Council nor any individual member thereof shall interfere with the execution of the powers and duties of the City Manager.
3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment.
4. The City Council agrees none of its members will publicly censure or criticize City staff and will instead relay any criticism of a City staff member privately through the City Manager.

#### **E. Mutual Commitments**

##### **1. Performance Evaluation**

Annual performance evaluations are an important way for the City Council and the City Manager to ensure effective communications about expectations and performance.

The City Council recognizes that for the City Manager to respond to their needs and to grow in the performance of his job, he needs to know how the City Council Members think he is performing.

To assure the City Manager gets this feedback, the City Council commits to conduct an evaluation of the City Manager's performance at least once each year, generally in October. The City Council and the City Manager agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The City Council may use an outside facilitator to assist them in conducting this evaluation.

The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria shall be in the form of up to five specific significant and measurable objectives, which are more specifically described in the following paragraph. Such criteria may be added to or deleted as the City Council may from time to time determine

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

in consultation with the City Manager.

The City Council and the City Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and the City Manager shall further annually establish a relative priority among those various goals and objectives, which shall be reduced to writing and adopted by the Council in the form of up to five specific significant and measurable objectives that it wants the City Manager to strive to achieve in coming years. Following the City Manager's annual performance evaluation, the City Council shall adopt in open session specific objectives for the coming year. The City Manager shall be evaluated based on his success in achieving these defined objectives, and decisions regarding the City Manager's compensation shall depend in significant part on his achievement of these adopted objectives. The City Manager's first annual performance evaluation will be in December 2016 or January 2017 for his 2016 performance, and annually thereafter, typically in October of each year.

Additionally, every three years the performance evaluation will include a detailed review of the terms of this Agreement related to compensation and a salary survey of comparable jurisdictions' City manager compensation packages. This occurred in October 2018 and should occur again in the Fall of 2021.

## **2. City Manager's Mandate**

Rancho Cordova is an innovator and leader in a new era and attitude of City government. Financial constraints and uncertainty are driving new thinking about the role and operation of government. The City must be financially strong, yet the City must not be an undue burden on taxpayers. The City cannot provide for every citizen service request; however, the City will not ignore legitimate community needs. The City must develop an identity and independence, and yet not contribute to the expensive and senseless duplication of services in the surrounding region. In short, the successful future of the City government demands that the City Manager be aggressive, innovative, collaborative, and willing to take risks. The City and City Manager's mutual responsibility is to help shape a Rancho Cordova City government capable of meeting those challenges.

The City Manager and the City Council agree that the mandate for this position is to:

## ATTACHMENT 2

### Exhibit A to the Resolution

- (a) Provide excellent, not mediocre, government services that are:
  - Efficient
  - Effective
  - Well-respected
  - Entrepreneurial
- (b) Not only manage the City, but to fundamentally build how it works by contributing policy recommendations and innovative ideas to its City Council and community.
- (c) Continue to positively change how citizens, businesses, and employees "experience" Rancho Cordova City government by establishing quality interactions between employees, the citizens, businesses, partnership agencies, and the City Council, and by building a positive culture in City government.
- (d) Create community and citizen pride in City government.
- (e) Build a modern government by:
  - Developing the capacity for intelligent change;
  - Determining the benchmark agencies by which we can inform and measure our progress;
  - Creating a City government that has never existed before in California; and
  - Continuing to be a benchmark for other City governments to emulate.

## II. REMUNERATION

The City agrees to provide the following compensation to the City Manager during the term of this Agreement:

## ATTACHMENT 2

### Exhibit A to the Resolution

#### A. Compensation & Required Employer Costs

##### 1. Base Salary

The City Manager shall be paid a monthly salary of Twenty-One Thousand Five Hundred and Twelve Dollars and Sixty-Nine Cents (\$21,512.69). This constitutes "Base Salary." This salary increase shall be effective on November 6, 2018, the first day following the City Council's approval of the salary increase.

Following the annual review of the performance of the City Manager by the City Council, and adoption of specific goals and objectives, as provided herein (Section I.E.1, above), the City Manager shall receive an annual compensation cost of living increase at a rate of 2.5% of his salary, or at the rate of the Consumer Price Index (for All Urban Consumers for the San Francisco-Oakland-San Jose, California region as published by the U.S. Department of Labor, Bureau of Labor Statistics), whichever rate is greater. Additionally, following the annual performance review, at the discretion of the City Council, the City Manager will be eligible to receive an additional salary increase, and will be eligible to receive a performance incentive payment in an amount less than or equal to five percent (5%) of Base Salary. The City Manager may receive this performance incentive payment only if the City Council determines that he has produced exceptional results for the organization, which go above and beyond the expectations of his job obligations, as demonstrated by the accomplishment of the specific significant and measurable objectives (up to five total) adopted for him by the City Council in his preceding performance evaluation. Incentive payments do not increase Base Salary, but, subject to PERS, will be reported by the City to PERS as "bonus pay for performance." Incentive payments shall be payable in the pay period immediately following the performance evaluation.

The City Manager shall be paid at the same intervals and in the same manner as regular City employees. Any incentive payment to the City Manager will be paid in the payroll cycle following its approval by the City Council.

The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all department heads. If such a non-uniform reduction occurs, the City Manager may deem such action to be a termination without cause and shall be eligible for severance compensation

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

under the terms provided herein in Section IV.C.1, below.

#### **2. Additional Employer Costs paid on behalf of City Manager**

- (a) PERS (an actuarially-determined variable percentage each year)
- (b) Medicare (1.45% of all wages)
- (c) Unemployment Compensation
- (d) Worker's Compensation
- (e) The cost to defend and indemnify the City Manager to the full extent of the law as provided by the California Government Claims Act.

#### **3. One Time Moving Allowance**

This section was intentionally deleted in October 2018.

### **B. Basic Benefits**

#### **1. Holidays**

The City Manager will receive twelve (12) paid holidays each calendar year but no less than all official City holidays.

#### **2. Leave Allowance**

The City may provide several leave benefits to its employees, including sick, vacation, administrative, compensatory time, personal, military, family, bereavement and funeral leave. In lieu of those leave programs, the City Manager shall receive only Universal Leave, which must be used for vacation, administrative leave, sickness, disability, or for the critical illness or death of an immediate family member.

At the outset of employment, the City Manager shall be provided with the same Universal Leave allowance balance he possessed in his prior position as Interim City Manager. Thereafter, the City Manager shall accrue Universal Leave at the same rate and in the same manner at which it is accrued and banked by department heads, beginning immediately upon the effective date of this Agreement. The maximum accrual of his Universal Leave time shall be 600 hours.

#### **3. Automobile**

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

The City Manager shall be provided a monthly auto allowance of \$500, and chooses to use his own vehicle for City-related business and/or functions during, before and after normal work hours. The Parties understand that the car allowance amount is not part of the compensation used for PERS determinations. By the City Manager making his personal automobile available for use, he is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

#### **4. Benefits that Accrue to Other Employees**

Unless otherwise specified herein, all benefit provisions adopted by the City as they apply to City employees shall apply to the City Manager as well.

### **III. INCOME SECURITY**

#### **A. Pensions**

- 1. Retirement Plans.** The City shall participate in PERS. The contribution rate for all employees in the local miscellaneous category is set by the Rancho Cordova City contract with PERS.

The contributions made by the City and the City Manager to PERS shall be consistent with the contribution levels of and on behalf of the City's department heads.

#### **Survivors Continuance**

The City shall provide a Section 21548 benefit (Pre-Retirement Optional Settlement 2 Death Benefit), an optional benefit provision with PERS, which protects spouses if an employee dies prior to retirement.

#### **Deferred Compensation**

- (a) 457 Plan

The City will make at least one qualified 457 Plan available to its employees, including the City Manager. The Cafeteria Plan funds not utilized by the City Manager for medical benefits may be applied toward the 457 Plan subject to IRS limits. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

- (b) 401(a) Plan

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

The City has established a Section 401(a) Plan with ICMA Retirement Corporation for the benefit of the City employees. Any performance incentive pay awarded under the terms hereof may be put into an Internal Revenue Code Section 401 (a) defined contribution plan established for the City employees, or taken as pay, at the City Manager's option upon hire. Any election to the 401(a) Plan is an irrevocable election..

#### **B. Insurances**

##### **1. Cafeteria Plan**

The City Manager shall receive a Cafeteria Plan contribution in the same amount as other employees for medical, dental and vision insurances. If the City Manager can provide proof of health coverage from other sources, he shall be eligible for any cash-in-lieu or other program the City provides its department heads.

##### **2. Disability Insurance**

SDI (State Disability Insurance) pays for injuries incurred off the job. The SDI tax is calculated up to the SDI taxable wage limit and withheld from the City Manager wages.

The City agrees to pay the premiums for the City Manager to be covered by the City's long-term disability insurance plan.

##### **3. Life Insurance**

Term Life insurance in the amount of \$500,000 will be provided by the City. \$150,000 in life insurance coverage will be provided by the general carrier selected by the City to provide this benefit to department heads. The remainder will be provided by a separate carrier as determined by the City Manager.

The City Manager shall be the owner of the life insurance policy, shall have full and complete discretion in selecting the policy and may substitute other policies if he so chooses, and shall have sole authority to designate the beneficiary for the death benefits under the policy.

#### **IV. SEPARATION**

##### **A. At-Will Employment**

The City Manager is an at-will employee, and works exclusively at the pleasure and sole discretion of the City Council. As an at-will employee,

## ATTACHMENT 2

### Exhibit A to the Resolution

the City Manager may be terminated at any time, with or without cause. Nothing in this Agreement, nor in any City policy, rule, procedure or ordinance shall modify the City Manager's status as an at-will employee, or limit the City's ability to treat the City Manager as an at-will employee.

#### B. Resignation/Retirement

City Manager may resign at any time and agrees to give the City at least forty-five (45) days advance written notice of the effective date of his resignation, unless the parties otherwise agree in writing. If the City Manager retires from full time public service with Rancho Cordova, he will provide six (6) months advance notice. His actual retirement date will be mutually established.

#### C. Termination & Removal

The City Council may remove the City Manager at any time, with or without cause, by a majority vote of its total members. Notice of termination shall be provided to the City Manager in writing.

The City Manager shall not be removed during the first ninety (90) days following any change in membership of the City Council, except upon four-fifths vote of the City Council.

Given the at-will nature of the position of the City Manager, an important element of this Agreement pertains to termination. It is in both the City's interest and that of the City Manager that separation of the City Manager be done in a businesslike manner.

##### 1. Severance Pay

- (a) The City Manager shall only be entitled to severance pay in the event the City Manager is terminated without cause as defined herein. The City Manager shall not be entitled to any severance pay in the event the City Manager is terminated for cause; or resigns, retires or otherwise voluntarily separates from City employment.
- (b) In the event the City terminates the City Manager's employment without cause, during a period when the City Manager is willing and able to perform his duties under this Agreement, the City Manager shall be entitled to severance pay of a lump sum payment equal to nine (9) months base salary plus an amount equivalent to nine (9) months aggregate medical insurance benefit allowance.
- (c) General Release Required. Payment of any severance pay as noted in subsections (a) and (b), above, shall be

## ATTACHMENT 2

### Exhibit A to the Resolution

conditioned upon the City Manager signing a waiver and general release agreement forever releasing and waiving any and all claims in a form acceptable to the City. The City Manager shall receive the severance payment in a lump sum payment minus all applicable deductions fifteen (15) business days after execution of the waiver and release agreement. The City Manager shall not receive any severance payments if such a waiver and release agreement is not executed by the parties.(

- (d) The City Manager shall receive payment for all accrued unused universal time off at the time of his separation from employment.
- (e) If the City Manager is terminated “for cause,” the City shall not owe any severance under this Agreement. A termination “for cause” may include, but shall not be limited to, the following:
  - (i) Violation of administrative policies and procedures;
  - (ii) Failure to properly perform assigned duties;
  - (iii) Theft of City property;
  - (iv) Insubordination;
  - (v) Conviction of a felony or misdemeanor relating to the City Manager’s fitness to perform assigned duties;
  - (vi) Unauthorized absence from employment;
  - (vii) Failure to maintain satisfactory working relationships with other employees or the public;
  - (viii) Improper use of City funds;
  - (ix) Unauthorized use of City property;
  - (x) Willful misconduct or malfeasance;
  - (xi) Any act of moral turpitude or dishonesty; and
  - (xii) Other significant or repeated failure of good behavior either during or outside of employment such that the City Manager’s conduct causes scandal or severe discredit to the City, or damage to the reputation of the City.

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

- (f) No severance payment shall be made if the City Manager is terminated due to conviction of a felony, conviction of a misdemeanor involving moral turpitude or the entry of a plea of nolo contendere or a plea bargain to either such crime or crimes.
- (g) In the event the City Manager is convicted of a crime that involves abuse of his position or office pursuant to Government Code section 53243.4, he must fully reimburse the City for specified costs under Government Code section 53243, *et seq.*, including but not limited to paid leave. If the City provided legal defense counsel for City Manager regarding a charge of abuse of office or position, City Manager must fully reimburse the City for the costs of that counsel if City Manager is convicted of a crime involving the abuse of office or position.

#### **D. Payment for Unused Leave Balance**

On separation from City employment, the City Manager shall be paid for all unused accumulated Universal Leave Program universal time off (UTO) accruals and/or he may apply Catastrophic Leave that has accumulated from unused UTO hours that accrued over the universal leave cap to PERS service credit if retiring upon separation, to the extent permitted by law. Accumulated UTO leave shall be paid at the City Manager's monthly base salary rate as of the effective date of separation.

In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries, or those entitled to his estate, shall be entitled to his earned salary and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave.

## **V. MISCELLANEOUS PROVISIONS**

### **A. Term of Agreement**

This Agreement shall commence on November 6, 2018 and continue in full force and effect for an indefinite term until such time as either party terminates the Agreement under the provisions set forth in the section entitled "SEPARATION."

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the terms of this Agreement.

### **B. Provisions that Survive Separation**

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

The provisions of this Agreement which pertain to Longevity, Separation and Indemnification shall survive the termination hereof.

#### **C. Amendments**

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, in writing, and are not binding unless and until formally adopted by the City Council.

#### **D. Conflict of Interest**

Because of the duties and role of the City Manager on behalf of the City of Rancho Cordova and its citizenry, the City Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Rancho Cordova, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, the City Manager further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Rancho Cordova, without prior consent of the City Council.

The City Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment.

The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

#### **E. Indemnification**

In accordance with and subject to California's Government Claims Act, the City shall defend and indemnify the City Manager against and for all

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### **Exhibit A to the Resolution**

losses sustained by the City Manager in direct consequences of the discharge of his duties on the City's behalf for the period of his employment.

City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as the City Manager. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, as appropriate and determined by the City Council.

In the event the City Manager is sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the City Manager in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

#### **F. Severability**

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

#### **G. Notice in the Event of Breach**

In the event either party to this Agreement believes that the other party has violated this Agreement, the party alleging breach shall notify the other party in writing at least fourteen (14) days prior to filing any suit relating thereto.

#### **H. Attorney's Fees**

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

In the event either party shall initiate any suit, action, or appeal on any

## **ATTACHMENT 2**

### **Exhibit A to the Resolution**

matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract or be a separate obligation as appropriate.

#### **I. Laws Affecting Title**

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a City Administrative Officer, Administrator, CAO, and/or City Administrator as those terms are used in local, state or federal laws unless clearly inconsistent herewith.

#### **J. Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento, California.

#### **K. Entire Agreement**

This Agreement represents the entire Agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

#### **L. Notice**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which City Manager or City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective parties as follows:

Mayor, City Council  
City of Rancho Cordova  
2729 Prospect Drive  
Rancho Cordova, CA 95670

Cyrus Abhar  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

Mayor

**ATTACHMENT 2**  
**Exhibit A to the Resolution**

City of Rancho Cordova

\_\_\_\_\_  
Linda Budge, Mayor

\_\_\_\_\_  
Cyrus Abhar

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Adam Lindgren  
City Attorney

\_\_\_\_\_  
[NAME]

841.1004 3075214.1

**ATTACHMENT 3**  
**Exhibit B to the Resolution**

Salary Schedule: City Manager Cyrus Abhar

**Base Salary:**

| Monthly salary (per contract) approved October 2017 | Monthly salary (per contract) November 2018                          | Contract increase available in October 2019: 2.5% or CPI (greater of two) | Potential monthly salary following October 2019 evaluation |
|-----------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------|
| \$20,488.28                                         | \$21,512.69<br>(+ \$500 monthly car allowance; not part of base pay) | \$537.81 (or CPI)                                                         | \$22,050.51 (or CPI amount)                                |

**Performance Incentive Pay Options for October 2019 Evaluation (per contract, up to 5% base salary):**

|       |             |
|-------|-------------|
| 5%    | \$12,903.03 |
| 4.5%  | \$11,612.73 |
| 4%    | \$10,322.43 |
| 3.5%  | \$9,032.12  |
| Other |             |

*Adopted by Rancho Cordova City Council November 5, 2018*

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT  
WITH CITY MANAGER  
AND CITY OF RANCHO CORDOVA**

This Employment Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018~~6~~ by and between the City of Rancho Cordova, California and Cyrus Abhar, an individual.

WHEREAS, the City of Rancho Cordova, hereinafter referred to as "City," requires the services of a City Manager; and

WHEREAS, Cyrus Abhar, hereinafter referred to as "City Manager," ~~agrees~~has to provided the necessary skills and expertise of a City Manager to the City beginning November 3, 2015; and

WHEREAS, for the purposes of this Agreement, the Rancho Cordova City Council will be hereinafter referred to as the "City Council"; and

WHEREAS, the parties acknowledge that the City Manager is a member of the International City/County Management Association ("ICMA") and desire that the City Manager be subject to the ICMA Code of Ethics.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

**I. COMMITMENTS & UNDERSTANDINGS**

**A. Duties & Authority**

The City Manager shall be the Chief Executive Officer of the City, and shall be responsible to the City Council for the proper administration of all affairs of the City.

The City Manager shall administer and enforce the vision and policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

The City Manager shall perform all legally permissible and proper duties and functions as the City Council shall from time to time assign. In the course of his duties, the City Manager will conform to the ICMA Code of Ethics.

**1. The City Manager shall have the power and shall be required to:**

- (a) Generally attend City Council meetings. The City Manager shall not be excluded from any City Council meeting, unless excused by the City Council in order for the Council to conduct his performance evaluation or to receive legal advice on

matters on which the City Manager has a conflict of interest. The City Manager shall be seated at the City Council dais or with the City Council at all City Council meetings which he attends and may take part in the discussion of all matters before the City Council.

- (b) Review all documents prior to agendizing for any special and/or regular meetings of the City Council. The City Manager may make recommendations to the City Council concerning the endorsement of or opposition to any proposed agenda items.

If, in the opinion of the City Manager and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized, but returned immediately to the person who submitted it with the reason for rejection.

- (c) Appoint, transfer, evaluate, discipline, and dismiss all department heads, including the City Clerk and City Treasurer, who shall serve at the pleasure of the City Manager, except as otherwise specifically required by law, City Council policy, and further excluding the City Attorney, who is appointed by the City Council. Further, all legal services agreements require the approval of the City Attorney following general consultation with the City Manager.
- (d) Control, order, and give directions to all heads of departments and subordinate officers, employees, contractors, subcontractors, volunteers and other service providers or agents of the City. This includes the power to set aside any action taken by a department head and may supersede him or her in the functions of his or her office, except as expressly prohibited by state law, federal law or City contract.
- (e) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (f) Conduct research in administrative practices so as to bring about greater efficiency and economy in City government. Develop and recommend to the City Council long-range plans and policies to improve City operations and to prepare for future City growth and development.
- (g) Coordinate the work of all appointive City officers, departments, and institutions in such matters, which are the

concern and responsibility of the City Council. He may undertake any study or investigation he believes is necessary or desirable, and shall make any study or investigation the City Council directs. He shall implement changes that he believes will result in greater efficiency and economy in the administration of City affairs. To enable the City Manager to carry out such responsibilities, he may require reasonable and appropriate reports from any officer, department head, or institution head.

- (h) Recommend to the City Council from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (i) Consolidate or combine offices, positions, departments, or units under his jurisdiction. The City Manager may be the head of one or more departments.
- (j) Exercise control of City government in extreme emergencies when there is not sufficient opportunity for the City Council to act. In such an instance the City Manager or Mayor shall have the authority to hire necessary extra personnel, purchase necessary supplies and equipment, and take other actions necessary to meet such emergencies.
- (k) The City Manager may perform other functions which may not be formally described in the City of Rancho Cordova Municipal Code, but which are important to the City Council. These may include business development activities with special regional governments, volunteer agencies, Chambers of Commerce, or local service club leadership activities.

## **2. Disability or inability to perform**

In the event the City Manager becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears such incapability will last for more than three (3) months, the City Council may terminate employment of the City Manager; however in such instance, the City Manager shall be entitled to severance pay as provided herein.

## **B. City Manager Commitments**

### **1. Objectives, Specific Tasks, and Work Plans**

The City Manager shall customize his administration of the affairs of the City government to match the vision and objectives established for

the office and the policy decisions adopted by a majority of the City Council. This includes the vision for the community established by the City Council, City goals, and the adopted City budget.

The City Manager agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with the City Manager and then adopted by motion by the City Council as frequently as the City Council may choose. Such specific tasks and work plans shall then be considered a part of this Agreement. This shall include an annual list of specific and measurable objectives established by the City Council and City Manager and approved by the City Council, as more specifically described in Section I.E.1 below.

## **2. Hours of Work**

The City Manager is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. The City Manager does not have set hours of work as he is expected to be available at all times.

It is recognized that the City Manager must devote a great deal of his time outside "normal office hours" to the business of the City, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform his duties.

The City Manager shall not spend more than sixteen (16) hours per month (chargeable to the Universal Leave Program, (ULP), if the hours are during "normal office hours") in teaching, consulting, speaking, or other non-City connected business for which compensation is paid, without the expressed prior consent of the City Council.

## **C. City Commitments**

1. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the City Manager with a private office, ~~secretary~~executive assistant, staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.
3. The City shall pay for or provide the City Manager reimbursement of actual and reasonable business expenses. The City shall provide the City Manager a City credit card to charge appropriate and lawful

business expenses.

4. The City agrees to budget for and pay the professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
5. The City agrees to budget for and pay the travel and subsistence expenses of the City Manager, to pursue official and other functions for the City and meetings and occasions to continue the professional development of the City Manager, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Manager serves as a member.
6. The City also agrees to pay as provided for in the annual budget for the travel and subsistence expenses of the City Manager for short courses, institutes and seminars that are necessary for the good of the City.
7. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.
8. The City shall provide a computer, laptop computer for travel and home use, high-speed internet access, cellular phone, pager, electronic calendar, fax, copy machine and similar devices to the City Manager at the City's expense.

**D. City Council Commitments**

1. The City Council endeavors to establish the vision for the community and set overarching City policy to guide the City Manager and staff, including the adoption of the City budget.
2. The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year to work with the City Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.
2. Except for the purpose of inquiry, the City Council and its members shall deal with the administrative service solely through the City

Manager, and neither the City Council nor any member thereof shall give orders or instructions to any department head or subordinate of the City Manager either publicly or privately. Neither the City Council nor any individual member thereof shall interfere with the execution of the powers and duties of the City Manager.

3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment.
4. The City Council agrees none of its members will publicly censure or criticize City staff and will instead relay any criticism of a City staff member privately through the City Manager.

#### **E. Mutual Commitments**

##### **1. Performance Evaluation**

Annual performance evaluations are an important way for the City Council and the City Manager to ensure effective communications about expectations and performance.

The City Council recognizes that for the City Manager to respond to their needs and to grow in the performance of his job, he needs to know how the City Council Members think he is performing.

To assure the City Manager gets this feedback, the City Council commits to conduct an evaluation of the City Manager's performance at least once each year, generally in ~~October~~[November or December](#). The City Council and the City Manager agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The City Council may use an outside facilitator to assist them in conducting this evaluation.

The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria shall be in the form of up to five specific significant and measurable objectives, which are more specifically described in the following paragraph. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Manager.

The City Council and the City Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and the City Manager shall further annually establish a relative priority among those various goals and objectives, which shall be reduced to writing and adopted by the

Council in the form of up to five specific significant and measurable objectives that it wants the City Manager to strive to achieve in coming years. Following the City Manager's annual performance evaluation, the City Council shall adopt in open session specific objectives for the coming year. The City Manager shall be evaluated based on his success in achieving these defined objectives, and decisions regarding the City Manager's compensation shall depend in significant part on his achievement of these adopted objectives. The City Manager's first annual performance evaluation will be in December 2016 or January 2017 for his 2016 performance, and annually thereafter, typically in ~~December~~October of each year.

Additionally, every three years the performance evaluation will include a detailed review of the terms of this Agreement related to compensation and a salary survey of comparable jurisdictions' City manager compensation packages. This occurred in October 2018 and should occur again in the Fall of 2021.

## **2. City Manager's Mandate**

Rancho Cordova is an innovator and leader in a new era and attitude of City government. Financial constraints and uncertainty are driving new thinking about the role and operation of government. The City must be financially strong, yet the City must not be an undue burden on taxpayers. The City cannot provide for every citizen service request; however, the City will not ignore legitimate community needs. The City must develop an identity and independence, and yet not contribute to the expensive and senseless duplication of services in the surrounding region. In short, the successful future of the City government demands that the City Manager be aggressive, innovative, collaborative, and willing to take risks. The City and City Manager's mutual responsibility is to help shape a Rancho Cordova City government capable of meeting those challenges.

The City Manager and the City Council agree that the mandate for this position is to:

- (a) Provide excellent, not mediocre, government services that are:
  - Efficient
  - Effective
  - Well-respected
  - Entrepreneurial

- (b) Not only manage the City, but to fundamentally build how it works by contributing policy recommendations and innovative ideas to its City Council and community.
- (c) Continue to positively change how citizens, businesses, and employees "experience" Rancho Cordova City government by establishing quality interactions between employees, the citizens, businesses, partnership agencies, and the City Council, and by building a positive culture in City government.
- (d) Create community and citizen pride in City government.
- (e) Build a modern government by:
  - Developing the capacity for intelligent change;
  - Determining the benchmark agencies by which we can inform and measure our progress;
  - Creating a City government that has never existed before in California; and
  - Continuing to be a benchmark for other City governments to emulate.

## II. REMUNERATION

The City agrees to provide the following compensation to the City Manager during the term of this Agreement:

### A. Compensation & Required Employer Costs

#### 1. Base Salary

The City Manager shall be paid a monthly salary of Nineteen Thousand Two Hundred Ninety-Eight Dollars Twenty-One Thousand Five Hundred and Twelve Dollars and Sixty-Nine Cents (\$19,298.0021,512.69), which amount is Step D1 of Range 527 of Step D-1 in the Salary Range Table as adopted by City of Rancho Cordova Resolution 63-2013. This constitutes "Base Salary." This salary increase shall be retroactive to effective on November 6, 2018 ~~November 3, 2015~~, the first day following the City Council's announcement approval of the appointment of the City Managers salary increase.

Following the annual review of the performance of the City Manager by the City Council, and adoption of specific goals and objectives, as provided herein (Section I.E.1, above), the City

Manager shall receive an annual compensation cost of living increase at a rate of 2.5% of his salary, or at the rate of the Consumer Price Index (for All Urban Consumers for the San Francisco-Oakland-San Jose, California region as published by the U.S. Department of Labor, Bureau of Labor Statistics), whichever rate is greater. Additionally, following the annual performance review, at the discretion of the City Council, the City Manager will be eligible to receive an additional salary increase, and will be eligible to receive a performance incentive payment in an amount less than or equal to five percent (5%) of Base Salary. The City Manager may receive this performance incentive payment only if the City Council determines that he has produced exceptional results for the organization, which go above and beyond the expectations of his job obligations, as demonstrated by the accomplishment of the specific significant and measurable objectives (up to five total) adopted for him by the City Council in his preceding performance evaluation. ~~The City Manager may be considered for a performance incentive payment based upon his 2015 annual performance evaluation to be conducted in January 2016 or as soon as thereafter, if so desired by City Council, and each annual performance evaluation thereafter.~~ Incentive payments do not increase Base Salary, but, subject to PERS, will be reported by the City to PERS as "bonus pay for performance." Incentive payments shall be payable in the pay period immediately following the performance evaluation.

The City Manager shall be paid at the same intervals and in the same manner as regular City employees. Any incentive payment to the City Manager will be paid in the payroll cycle following its approval by the City Council.

The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all department heads. If such a non-uniform reduction occurs, the City Manager may deem such action to be a termination without cause and shall be eligible for severance compensation under the terms provided herein in Section IV.C.1, below.

**2. Additional Employer Costs paid on behalf of City Manager**

- (a) PERS (an actuarially-determined variable percentage each year)
- (b) Medicare (1.45% of all wages)

- (c) Unemployment Compensation
- (d) Worker's Compensation
- (e) The cost to defend and indemnify the City Manager to the full extent of the law as provided by the California Government Claims Act.

### 3. One Time Moving Allowance

~~This section was intentionally deleted in October 2018. The City Manager may receive a moving allowance of up to ten thousand dollars (\$10,000.00), payable for the reimbursement of moving expenses upon presentation to the City Attorney of any contract, receipt, or other indicia of establishing residence in the City of Rancho Cordova (such as a purchase and sale agreement, lease, driver's license with a City address, etc.). This moving allowance shall be available until December 31, 2016 and shall be used as reimbursement for moving expenses upon the showing of contracts and/or receipts to the City Attorney.~~

## B. Basic Benefits

### 1. Holidays

The City Manager will receive twelve (12) paid holidays each calendar year but no less than all official City holidays.

### 2. Leave Allowance

The City may provide several leave benefits to its employees, including sick, vacation, administrative, compensatory time, personal, military, family, bereavement and funeral leave. In lieu of those leave programs, the City Manager shall receive only Universal Leave, which must be used for vacation, administrative leave, sickness, disability, or for the critical illness or death of an immediate family member.

At the outset of employment, the City Manager shall be provided with the same Universal Leave allowance balance he possessed in his prior position as Interim City Manager. Thereafter, the City Manager shall accrue Universal Leave at the same rate and in the same manner at which it is accrued and banked by department heads, beginning immediately upon the effective date of this Agreement. The maximum accrual of his Universal Leave time shall be ~~64~~400 hours.

### 3. Automobile

The City Manager shall ~~not~~ be provided a monthly auto allowance of

\$500. and chooses to use his own vehicle for City-related business and/or functions during, before and after normal work hours. The Parties understand that the car allowance amount is not part of the compensation used for PERS determinations. By the City Manager making his personal automobile available for use, he is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

#### **4. Benefits that Accrue to Other Employees**

Unless otherwise specified herein, all benefit provisions adopted by the City as they apply to City employees shall apply to the City Manager as well.

### **III. INCOME SECURITY**

#### **A. Pensions**

- 1. Retirement Plans.** The City shall participate in PERS. The contribution rate for all employees in the local miscellaneous category is set by the Rancho Cordova City contract with PERS.

The contributions made by the City and the City Manager to PERS shall be consistent with the contribution levels of and on behalf of the City's department heads.

#### **Survivors Continuance**

The City shall provide a Section 21548 benefit (Pre-Retirement Optional Settlement 2 Death Benefit), an optional benefit provision with PERS, which protects spouses if an employee dies prior to retirement.

#### **Deferred Compensation**

- (a) 457 Plan

The City will make at least one qualified 457 Plan available to its employees, including the City Manager. The Cafeteria Plan funds not utilized by the City Manager for medical benefits may be applied toward the 457 Plan subject to IRS limits. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

- (b) 401(a) Plan

The City has established a Section 401(a) Plan with ICMA

Retirement Corporation for the benefit of the City employees. Any performance incentive pay awarded under the terms hereof may be put into an Internal Revenue Code Section 401 (a) defined contribution plan established for the City employees, or taken as pay, at the City Manager's option upon hire. Any election to the 401(a) Plan is an irrevocable election..

## **B. Insurances**

### **1. Cafeteria Plan**

The City Manager shall receive a Cafeteria Plan contribution in the same amount as other employees for medical, dental and vision insurances. If the City Manager can provide proof of health coverage from other sources, he shall be eligible for any cash-in-lieu or other program the City provides its department heads.

### **2. Disability Insurance**

SDI (State Disability Insurance) pays for injuries incurred off the job. The SDI tax is calculated up to the SDI taxable wage limit and withheld from the City Manager wages.

The City agrees to pay the premiums for the City Manager to be covered by the City's long-term disability insurance plan.

### **3. Life Insurance**

Term Life insurance in the amount of \$500,000 will be provided by the City. \$150,000 in life insurance coverage will be provided by the general carrier selected by the City to provide this benefit to department heads. The remainder will be provided by a separate carrier as determined by the City Manager.

The City Manager shall be the owner of the life insurance policy, shall have full and complete discretion in selecting the policy and may substitute other policies if he so chooses, and shall have sole authority to designate the beneficiary for the death benefits under the policy.

## **IV. SEPARATION**

### **A. At-Will Employment**

The City Manager is an at-will employee, and works exclusively at the pleasure and sole discretion of the City Council. As an at-will employee, the City Manager may be terminated at any time, with or without cause. Nothing

in this Agreement, nor in any City policy, rule, procedure or ordinance shall modify the City Manager's status as an at-will employee, or limit the City's ability to treat the City Manager as an at-will employee.

**B. Resignation/Retirement**

City Manager may resign at any time and agrees to give the City at least forty-five (45) days advance written notice of the effective date of his resignation, unless the parties otherwise agree in writing. If the City Manager retires from full time public service with Rancho Cordova, he will provide six (6) months advance notice. His actual retirement date will be mutually established.

**C. Termination & Removal**

The City Council may remove the City Manager at any time, with or without cause, by a majority vote of its total members. Notice of termination shall be provided to the City Manager in writing.

The City Manager shall not be removed during the first ninety (90) days following any change in membership of the City Council, except upon four-fifths vote of the City Council.

Given the at-will nature of the position of the City Manager, an important element of this Agreement pertains to termination. It is in both the City's interest and that of the City Manager that separation of the City Manager be done in a businesslike manner.

**1. Severance Pay**

- (a) The City Manager shall only be entitled to severance pay in the event the City Manager is terminated without cause as defined herein. The City Manager shall not be entitled to any severance pay in the event the City Manager is terminated for cause; or resigns, retires or otherwise voluntarily separates from City employment.
- (b) In the event the City terminates the City Manager's employment without cause, during a period when the City Manager is willing and able to perform his duties under this Agreement, the City Manager shall be entitled to severance pay of a lump sum payment equal to nine (9) months base salary plus an amount equivalent to nine (9) months aggregate medical insurance benefit allowance.
- (c) General Release Required. Payment of any severance pay as noted in subsections (a) and (b), above, shall be conditioned upon the City Manager signing a waiver and general release

agreement forever releasing and waiving any and all claims in a form acceptable to the City. The City Manager shall receive the severance payment in a lump sum payment minus all applicable deductions fifteen (15) business days after execution of the waiver and release agreement. The City Manager shall not receive any severance payments if such a waiver and release agreement is not executed by the parties.(

- (d) The City Manager shall receive payment for all accrued unused [vacation-universal time off](#) at the time of his separation from employment.
- (e) If the City Manager is terminated “for cause,” the City shall not owe any severance under this Agreement. A termination “for cause” may include, but shall not be limited to, the following:
  - (i) Violation of administrative policies and procedures;
  - (ii) Failure to properly perform assigned duties;
  - (iii) Theft of City property;
  - (iv) Insubordination;
  - (v) Conviction of a felony or misdemeanor relating to the City Manager’s fitness to perform assigned duties;
  - (vi) Unauthorized absence from employment;
  - (vii) Failure to maintain satisfactory working relationships with other employees or the public;
  - (viii) Improper use of City funds;
  - (ix) Unauthorized use of City property;
  - (x) Willful misconduct or malfeasance;
  - (xi) Any act of moral turpitude or dishonesty; and
  - (xii) Other significant or repeated failure of good behavior either during or outside of employment such that the City Manager’s conduct causes scandal or severe discredit to the City, or damage to the reputation of the City.
- (f) No severance payment shall be made if the City Manager is terminated due to conviction of a felony, conviction of a

misdemeanor involving moral turpitude or the entry of a plea of nolo contendere or a plea bargain to either such crime or crimes.

- (g) In the event the City Manager is convicted of a crime that involves abuse of his position or office pursuant to Government Code section 53243.4, he must fully reimburse the City for specified costs under Government Code section 53243, *et seq.*, including but not limited to paid leave. If the City provided legal defense counsel for City Manager regarding a charge of abuse of office or position, City Manager must fully reimburse the City for the costs of that counsel if City Manager is convicted of a crime involving the abuse of office or position.

#### **D. Payment for Unused Leave Balance**

On separation from City employment, the City Manager shall be paid for all unused accumulated Universal Leave Program universal time off (UTO) accruals and/or he may apply Catastrophic Leave that has accumulated from unused UTO hours that accrued over the universal leave cap to PERS service credit if retiring upon separation, to the extent permitted by law. Accumulated UTO leave shall be paid at the City Manager's monthly base salary rate as of the effective date of separation.

In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries, or those entitled to his estate, shall be entitled to his earned salary and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave.

### **V. MISCELLANEOUS PROVISIONS**

#### **A. Term of Agreement**

This Agreement shall commence on November 6, \_\_\_\_\_, 2018~~6~~ and continue in full force and effect for an indefinite term until such time as either party terminates the Agreement under the provisions set forth in the section entitled "SEPARATION."

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the terms of this Agreement.

#### **B. Provisions that Survive Separation**

The provisions of this Agreement which pertain to Longevity, Separation and Indemnification shall survive the termination hereof.

#### **C. Amendments**

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, in writing, and are not binding unless and until formally adopted by the City Council.

**D. Conflict of Interest**

Because of the duties and role of the City Manager on behalf of the City of Rancho Cordova and its citizenry, the City Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Rancho Cordova, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, the City Manager further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Rancho Cordova, without prior consent of the City Council.

The City Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment.

The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

**E. Indemnification**

In accordance with and subject to California's Government Claims Act, the City shall defend and indemnify the City Manager against and for all losses sustained by the City Manager in direct consequences of the discharge of his duties on the City's behalf for the period of his employment.

City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in

the performance of his duties as the City Manager. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, as appropriate and determined by the City Council.

In the event the City Manager is sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the City Manager in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

**F. Severability**

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

**G. Notice in the Event of Breach**

In the event either party to this Agreement believes that the other party has violated this Agreement, the party alleging breach shall notify the other party in writing at least fourteen (14) days prior to filing any suit relating thereto.

**H. Attorney's Fees**

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract or be a separate obligation as appropriate.

**I. Laws Affecting Title**

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a City Administrative

Officer, Administrator, CAO, and/or City Administrator as those terms are used in local, state or federal laws unless clearly inconsistent herewith.

**J. Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento, California.

**K. Entire Agreement**

This Agreement represents the entire Agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

**L. Notice**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which City Manager or City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective parties as follows:

Mayor, City Council  
City of Rancho Cordova  
2729 Prospect Drive  
Rancho Cordova, CA 95670

Cyrus Abhar  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

Mayor

City of Rancho Cordova

\_\_\_\_\_  
Linda Budge, Mayor

\_\_\_\_\_  
Cyrus Abhar

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Adam Lindgren  
City Attorney

\_\_\_\_\_  
[NAME]

841.1004 3075213.1

**ATTACHMENT 5****CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,  
STATE OF CALIFORNIA, ADOPTING THE FULL TIME EMPLOYEE SALARY SCHEDULE**

**WHEREAS**, the City annually reviews and may revise employee compensation and the salary schedule ranges; and

**WHEREAS**, the City Manager has the authority to recommend and implement adjustments to the salary schedule to ensure the City maintains a competitive compensation program; and

**WHEREAS**, the 2017-19 Operating Budget anticipates salary adjustments for each of the two fiscal years in accordance with the City's compensation philosophy; and

**WHEREAS**, Title 2 of California Code of Regulations, Section 570.5, requires that all pay schedules be made publicly available and approved by the City Council; and

**WHEREAS**, increases in salary ranges, except for the City Manager, went into effect the first full pay period in July, 2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** adopts the amended full time employee salary schedule, attached as Exhibit A to the Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 5<sup>th</sup> day of November, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Mayor

**ATTEST:**

\_\_\_\_\_  
Stacy Leitner, City Clerk

# ATTACHMENT 6

## Exhibit A to the Resolution

### City of Rancho Cordova Salary Schedule effective 7/1/2018

| Classification                                                         | Step A<br>Monthly | Step A1<br>Monthly | Step B<br>Monthly | Step B1<br>Monthly | Step C<br>Monthly | Step C1<br>Monthly | Step D<br>Monthly | Step D1<br>Monthly | Step E<br>Monthly |
|------------------------------------------------------------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|
| Accountant                                                             | \$ 5,930.72       | \$ 6,080.47        | \$ 6,234.01       | \$ 6,391.43        | \$ 6,552.82       | \$ 6,718.29        | \$ 6,887.93       | \$ 7,061.86        | \$ 7,240.18       |
| Accounting Technician                                                  | \$ 4,369.55       | \$ 4,479.89        | \$ 4,593.01       | \$ 4,708.99        | \$ 4,827.90       | \$ 4,949.81        | \$ 5,074.80       | \$ 5,202.94        | \$ 5,334.32       |
| Administrative Assistant II                                            | \$ 4,583.80       | \$ 4,699.54        | \$ 4,818.21       | \$ 4,939.88        | \$ 5,064.62       | \$ 5,192.51        | \$ 5,323.62       | \$ 5,458.05        | \$ 5,595.87       |
| Administrative Assistant I                                             | \$ 4,167.09       | \$ 4,272.31        | \$ 4,380.19       | \$ 4,490.80        | \$ 4,604.20       | \$ 4,720.46        | \$ 4,839.66       | \$ 4,961.86        | \$ 5,087.16       |
| Administrative Services Director                                       | \$12,105.28       | \$12,410.95        | \$12,724.34       | \$13,045.65        | \$13,375.07       | \$13,712.80        | \$14,059.07       | \$14,414.08        | \$14,778.05       |
| Animal Services Officer II                                             | \$ 4,606.02       | \$ 4,722.33        | \$ 4,841.57       | \$ 4,963.83        | \$ 5,089.17       | \$ 5,217.68        | \$ 5,349.43       | \$ 5,484.51        | \$ 5,623.00       |
| Animal Services Officer I                                              | \$ 4,187.29       | \$ 4,293.02        | \$ 4,401.43       | \$ 4,512.57        | \$ 4,626.52       | \$ 4,743.34        | \$ 4,863.12       | \$ 4,985.92        | \$ 5,111.82       |
| Assistant Building Official                                            | \$ 7,161.73       | \$ 7,342.26        | \$ 7,527.98       | \$ 7,718.07        | \$ 7,912.96       | \$ 8,112.78        | \$ 8,317.63       | \$ 8,527.66        | \$ 8,743.00       |
| Assistant City Clerk                                                   | \$ 6,591.49       | \$ 6,757.94        | \$ 6,928.58       | \$ 7,103.54        | \$ 7,282.91       | \$ 7,466.81        | \$ 7,655.36       | \$ 7,848.67        | \$ 8,046.86       |
| Assistant Civil Engineer                                               | \$ 6,489.24       | \$ 6,653.10        | \$ 6,821.10       | \$ 6,993.35        | \$ 7,169.94       | \$ 7,350.99        | \$ 7,536.61       | \$ 7,726.92        | \$ 7,922.03       |
| Assistant Communications Specialist                                    | \$ 4,369.55       | \$ 4,479.89        | \$ 4,593.01       | \$ 4,708.99        | \$ 4,827.90       | \$ 4,949.81        | \$ 5,074.80       | \$ 5,202.94        | \$ 5,334.32       |
| Assistant Land Surveyor                                                | \$ 6,489.24       | \$ 6,653.10        | \$ 6,821.10       | \$ 6,993.35        | \$ 7,169.94       | \$ 7,350.99        | \$ 7,536.61       | \$ 7,726.92        | \$ 7,922.03       |
| Associate Civil Engineer                                               | \$ 7,462.63       | \$ 7,651.07        | \$ 7,844.27       | \$ 8,042.35        | \$ 8,245.43       | \$ 8,453.63        | \$ 8,667.10       | \$ 8,885.95        | \$ 9,110.34       |
| Building Inspector I                                                   | \$ 5,204.65       | \$ 5,336.08        | \$ 5,470.82       | \$ 5,608.97        | \$ 5,750.60       | \$ 5,895.81        | \$ 6,044.69       | \$ 6,197.32        | \$ 6,353.81       |
| Building Inspector II                                                  | \$ 5,725.12       | \$ 5,869.69        | \$ 6,017.90       | \$ 6,169.86        | \$ 6,325.66       | \$ 6,485.39        | \$ 6,649.15       | \$ 6,817.05        | \$ 6,989.19       |
| Building Official                                                      | \$ 8,235.99       | \$ 8,443.96        | \$ 8,657.18       | \$ 8,875.78        | \$ 9,099.91       | \$ 9,329.69        | \$ 9,565.28       | \$ 9,806.81        | \$10,054.45       |
| Building Permit Technician I                                           | \$ 4,191.01       | \$ 4,296.83        | \$ 4,405.34       | \$ 4,516.58        | \$ 4,630.62       | \$ 4,747.55        | \$ 4,867.44       | \$ 4,990.34        | \$ 5,116.36       |
| Building Permit Technician II                                          | \$ 4,610.11       | \$ 4,726.52        | \$ 4,845.87       | \$ 4,968.23        | \$ 5,093.69       | \$ 5,222.31        | \$ 5,354.18       | \$ 5,489.38        | \$ 5,627.99       |
| Business Systems Analyst II                                            | \$ 5,992.27       | \$ 6,143.58        | \$ 6,298.71       | \$ 6,457.76        | \$ 6,620.83       | \$ 6,788.01        | \$ 6,959.42       | \$ 7,135.15        | \$ 7,315.32       |
| City Clerk                                                             | \$ 9,032.34       | \$ 9,260.42        | \$ 9,494.25       | \$ 9,733.99        | \$ 9,979.79       | \$10,231.79        | \$10,490.16       | \$10,755.05        | \$11,026.63       |
| City Manager                                                           |                   |                    |                   |                    | \$21,512.69       |                    |                   |                    |                   |
| Code Enforcement Officer (A)                                           | \$ 4,973.29       | \$ 5,098.87        | \$ 5,227.63       | \$ 5,359.63        | \$ 5,494.97       | \$ 5,633.72        | \$ 5,775.98       | \$ 5,921.83        | \$ 6,071.37       |
| Code Enforcement Officer (B)                                           | \$ 5,346.29       | \$ 5,481.29        | \$ 5,619.70       | \$ 5,761.60        | \$ 5,907.09       | \$ 6,056.25        | \$ 6,209.18       | \$ 6,365.97        | \$ 6,526.72       |
| Code Enforcement Officer Trainee                                       | \$ 4,324.60       | \$ 4,433.80        | \$ 4,545.76       | \$ 4,660.55        | \$ 4,778.23       | \$ 4,898.89        | \$ 5,022.59       | \$ 5,149.42        | \$ 5,279.45       |
| Code Enforcement Technician I                                          | \$ 3,607.92       | \$ 3,699.02        | \$ 3,792.43       | \$ 3,888.19        | \$ 3,986.37       | \$ 4,087.04        | \$ 4,190.24       | \$ 4,296.05        | \$ 4,404.53       |
| Code Enforcement Technician II                                         | \$ 3,968.71       | \$ 4,068.93        | \$ 4,171.67       | \$ 4,277.01        | \$ 4,385.01       | \$ 4,495.74        | \$ 4,609.26       | \$ 4,725.65        | \$ 4,844.98       |
| Communications and Legislative Affairs Manager                         | \$ 8,235.99       | \$ 8,443.96        | \$ 8,657.18       | \$ 8,875.78        | \$ 9,099.91       | \$ 9,329.69        | \$ 9,565.28       | \$ 9,806.81        | \$10,054.45       |
| Communications, Legislative Affairs & Community<br>Engagement Director | \$11,004.80       | \$11,282.68        | \$11,567.58       | \$11,859.68        | \$12,159.15       | \$12,466.19        | \$12,780.97       | \$13,103.71        | \$13,434.59       |
| Communications Officer I                                               | \$ 5,992.27       | \$ 6,143.58        | \$ 6,298.71       | \$ 6,457.76        | \$ 6,620.83       | \$ 6,788.01        | \$ 6,959.42       | \$ 7,135.15        | \$ 7,315.32       |
| Communications Officer II                                              | \$ 6,591.49       | \$ 6,757.94        | \$ 6,928.58       | \$ 7,103.54        | \$ 7,282.91       | \$ 7,466.81        | \$ 7,655.36       | \$ 7,848.67        | \$ 8,046.86       |
| Communication Specialist                                               | \$ 4,806.51       | \$ 4,927.88        | \$ 5,052.31       | \$ 5,179.89        | \$ 5,310.69       | \$ 5,444.79        | \$ 5,582.28       | \$ 5,723.24        | \$ 5,867.75       |

**ATTACHMENT 6**  
**Exhibit A to the Resolution**

**City of Rancho Cordova Salary Schedule effective 7/1/2018**

| <b>Classification</b>                  | <b>Step A<br/>Monthly</b> | <b>Step A1<br/>Monthly</b> | <b>Step B<br/>Monthly</b> | <b>Step B1<br/>Monthly</b> | <b>Step C<br/>Monthly</b> | <b>Step C1<br/>Monthly</b> | <b>Step D<br/>Monthly</b> | <b>Step D1<br/>Monthly</b> | <b>Step E<br/>Monthly</b> |
|----------------------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|
| Community Development Director         | \$ 12,105.28              | \$ 12,410.95               | \$ 12,724.34              | \$ 13,045.65               | \$ 13,375.07              | \$ 13,712.80               | \$ 14,059.07              | \$ 14,414.08               | \$ 14,778.05              |
| Community Engagement Analyst I         | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Community Engagement Analyst II        | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Community Engagement Assistant I       | \$ 4,167.09               | \$ 4,272.31                | \$ 4,380.19               | \$ 4,490.80                | \$ 4,604.20               | \$ 4,720.46                | \$ 4,839.66               | \$ 4,961.86                | \$ 5,087.16               |
| Community Engagement Assistant II      | \$ 4,583.80               | \$ 4,699.54                | \$ 4,818.21               | \$ 4,939.88                | \$ 5,064.62               | \$ 5,192.51                | \$ 5,323.62               | \$ 5,458.05                | \$ 5,595.87               |
| Community Enhancement Analyst I        | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Community Enhancement Analyst II       | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Community Enhancement Technician       | \$ 4,806.51               | \$ 4,927.88                | \$ 5,052.31               | \$ 5,179.89                | \$ 5,310.69               | \$ 5,444.79                | \$ 5,582.28               | \$ 5,723.24                | \$ 5,867.75               |
| Customer Service Representative I      | \$ 2,981.75               | \$ 3,057.04                | \$ 3,134.24               | \$ 3,213.38                | \$ 3,294.52               | \$ 3,377.72                | \$ 3,463.01               | \$ 3,550.45                | \$ 3,640.11               |
| Customer Service Representative II     | \$ 3,279.93               | \$ 3,362.75                | \$ 3,447.66               | \$ 3,534.72                | \$ 3,623.98               | \$ 3,715.49                | \$ 3,809.31               | \$ 3,905.50                | \$ 4,004.12               |
| Senior Customer Service Representative | \$ 3,607.92               | \$ 3,699.02                | \$ 3,792.43               | \$ 3,888.19                | \$ 3,986.37               | \$ 4,087.04                | \$ 4,190.24               | \$ 4,296.05                | \$ 4,404.53               |
| Deputy City Clerk                      | \$ 4,583.80               | \$ 4,699.54                | \$ 4,818.21               | \$ 4,939.88                | \$ 5,064.62               | \$ 5,192.51                | \$ 5,323.62               | \$ 5,458.05                | \$ 5,595.87               |
| Economic Development Analyst I         | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Economic Development Analyst II        | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Economic Development Director          | \$ 11,004.80              | \$ 11,282.68               | \$ 11,567.58              | \$ 11,859.68               | \$ 12,159.15              | \$ 12,466.19               | \$ 12,780.97              | \$ 13,103.71               | \$ 13,434.59              |
| Engineering Manager                    | \$ 9,059.59               | \$ 9,288.35                | \$ 9,522.90               | \$ 9,763.36                | \$ 10,009.90              | \$ 10,262.66               | \$ 10,521.81              | \$ 10,787.49               | \$ 11,059.89              |
| Engineering Technician                 | \$ 4,769.82               | \$ 4,890.27                | \$ 5,013.75               | \$ 5,140.36                | \$ 5,270.16               | \$ 5,403.23                | \$ 5,539.67               | \$ 5,679.56                | \$ 5,822.97               |
| Facilities Maintenance Technician      | \$ 4,845.01               | \$ 4,967.36                | \$ 5,092.79               | \$ 5,221.39                | \$ 5,353.23               | \$ 5,488.41                | \$ 5,627.00               | \$ 5,769.09                | \$ 5,914.76               |
| Facilities Services Manager            | \$ 8,235.99               | \$ 8,443.96                | \$ 8,657.18               | \$ 8,875.78                | \$ 9,099.91               | \$ 9,329.69                | \$ 9,565.28               | \$ 9,806.81                | \$ 10,054.45              |
| Facilities Services Representative     | \$ 4,583.80               | \$ 4,699.54                | \$ 4,818.21               | \$ 4,939.88                | \$ 5,064.62               | \$ 5,192.51                | \$ 5,323.62               | \$ 5,458.05                | \$ 5,595.87               |
| Facilities Services Worker             | \$ 3,031.69               | \$ 3,108.25                | \$ 3,186.73               | \$ 3,267.20                | \$ 3,349.70               | \$ 3,434.29                | \$ 3,521.01               | \$ 3,609.92                | \$ 3,701.07               |
| Human Resources Analyst I              | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Human Resources Analyst II             | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Human Resources Manager                | \$ 9,059.59               | \$ 9,288.35                | \$ 9,522.90               | \$ 9,763.36                | \$ 10,009.90              | \$ 10,262.66               | \$ 10,521.81              | \$ 10,787.49               | \$ 11,059.89              |
| Human Resources Technician             | \$ 4,806.51               | \$ 4,927.88                | \$ 5,052.31               | \$ 5,179.89                | \$ 5,310.69               | \$ 5,444.79                | \$ 5,582.28               | \$ 5,723.24                | \$ 5,867.75               |
| Information Technology Analyst I       | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Information Technology Analyst II      | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Information Technology Manager         | \$ 9,059.59               | \$ 9,288.35                | \$ 9,522.90               | \$ 9,763.36                | \$ 10,009.90              | \$ 10,262.66               | \$ 10,521.81              | \$ 10,787.49               | \$ 11,059.89              |
| Information Technology Technician      | \$ 5,207.91               | \$ 5,339.42                | \$ 5,474.24               | \$ 5,612.47                | \$ 5,754.20               | \$ 5,899.50                | \$ 6,048.47               | \$ 6,201.20                | \$ 6,357.79               |
| Maintenance & Operations Technician    | \$ 4,845.01               | \$ 4,967.36                | \$ 5,092.79               | \$ 5,221.39                | \$ 5,353.23               | \$ 5,488.41                | \$ 5,627.00               | \$ 5,769.09                | \$ 5,914.76               |
| Management Analyst I                   | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |

**ATTACHMENT 6**  
**Exhibit A to the Resolution**

**City of Rancho Cordova Salary Schedule effective 7/1/2018**

| <b>Classification</b>                                                                       | <b>Step A<br/>Monthly</b> | <b>Step A1<br/>Monthly</b> | <b>Step B<br/>Monthly</b> | <b>Step B1<br/>Monthly</b> | <b>Step C<br/>Monthly</b> | <b>Step C1<br/>Monthly</b> | <b>Step D<br/>Monthly</b> | <b>Step D1<br/>Monthly</b> | <b>Step E<br/>Monthly</b> |
|---------------------------------------------------------------------------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|
| Management Analyst II                                                                       | \$ 6,591.49               | \$ 6,757.94                | \$ 6,928.58               | \$ 7,103.54                | \$ 7,282.91               | \$ 7,466.81                | \$ 7,655.36               | \$ 7,848.67                | \$ 8,046.86               |
| Management Technician                                                                       | \$ 4,806.51               | \$ 4,927.88                | \$ 5,052.31               | \$ 5,179.89                | \$ 5,310.69               | \$ 5,444.79                | \$ 5,582.28               | \$ 5,723.24                | \$ 5,867.75               |
| Neighborhood Services Manager                                                               | \$ 9,059.59               | \$ 9,288.35                | \$ 9,522.90               | \$ 9,763.36                | \$ 10,009.90              | \$ 10,262.66               | \$ 10,521.81              | \$ 10,787.49               | \$ 11,059.89              |
| Neighborhood Services Supervisor                                                            | \$ 6,148.23               | \$ 6,303.48                | \$ 6,462.65               | \$ 6,625.84                | \$ 6,793.15               | \$ 6,964.69                | \$ 7,140.56               | \$ 7,320.86                | \$ 7,505.73               |
| Planning Manager                                                                            | \$ 9,059.59               | \$ 9,288.35                | \$ 9,522.90               | \$ 9,763.36                | \$ 10,009.90              | \$ 10,262.66               | \$ 10,521.81              | \$ 10,787.49               | \$ 11,059.89              |
| Principal Building Inspector                                                                | \$ 6,583.89               | \$ 6,750.14                | \$ 6,920.59               | \$ 7,095.34                | \$ 7,274.51               | \$ 7,458.20                | \$ 7,646.53               | \$ 7,839.61                | \$ 8,037.57               |
| Public Works Director                                                                       | \$ 12,105.28              | \$ 12,410.95               | \$ 12,724.34              | \$ 13,045.65               | \$ 13,375.07              | \$ 13,712.80               | \$ 14,059.07              | \$ 14,414.08               | \$ 14,778.05              |
| Public Works Division Manager - Maintenance & Operations                                    | \$ 8,235.99               | \$ 8,443.96                | \$ 8,657.18               | \$ 8,875.78                | \$ 9,099.91               | \$ 9,329.69                | \$ 9,565.28               | \$ 9,806.81                | \$ 10,054.45              |
| <i>Public Works Division Manager - Maintenance &amp; Operations (Y rate current salary)</i> | <i>\$ 9,132.79</i>        | <i>\$ 9,363.40</i>         | <i>\$ 9,599.84</i>        | <i>\$ 9,842.25</i>         | <i>\$ 10,090.78</i>       | <i>\$ 10,345.58</i>        | <i>\$ 10,606.82</i>       | <i>\$ 10,874.65</i>        | <i>\$ 11,149.25</i>       |
| Reinvestment Analyst I                                                                      | \$ 5,992.27               | \$ 6,143.58                | \$ 6,298.71               | \$ 6,457.76                | \$ 6,620.83               | \$ 6,788.01                | \$ 6,959.42               | \$ 7,135.15                | \$ 7,315.32               |
| Senior Accountant                                                                           | \$ 6,820.32               | \$ 6,992.55                | \$ 7,169.12               | \$ 7,350.15                | \$ 7,535.75               | \$ 7,726.03                | \$ 7,921.12               | \$ 8,121.14                | \$ 8,326.21               |
| Senior Accounting Technician                                                                | \$ 4,806.51               | \$ 4,927.88                | \$ 5,052.31               | \$ 5,179.89                | \$ 5,310.69               | \$ 5,444.79                | \$ 5,582.28               | \$ 5,723.24                | \$ 5,867.75               |
| Senior Animal Services Officer                                                              | \$ 5,066.62               | \$ 5,194.56                | \$ 5,325.73               | \$ 5,460.21                | \$ 5,598.09               | \$ 5,739.44                | \$ 5,884.37               | \$ 6,032.96                | \$ 6,185.30               |
| Senior Building Technician                                                                  | \$ 5,071.12               | \$ 5,199.17                | \$ 5,330.46               | \$ 5,465.06                | \$ 5,603.06               | \$ 5,744.54                | \$ 5,889.60               | \$ 6,038.32                | \$ 6,190.79               |
| Senior Civil Engineer                                                                       | \$ 8,582.02               | \$ 8,798.73                | \$ 9,020.91               | \$ 9,248.70                | \$ 9,482.24               | \$ 9,721.68                | \$ 9,967.16               | \$ 10,218.85               | \$ 10,476.89              |
| Senior Code Enforcement Officer                                                             | \$ 5,880.92               | \$ 6,029.42                | \$ 6,181.67               | \$ 6,337.76                | \$ 6,497.80               | \$ 6,661.88                | \$ 6,830.10               | \$ 7,002.57                | \$ 7,179.39               |
| Senior Executive Assistant to the City Manager                                              | \$ 7,580.22               | \$ 7,771.63                | \$ 7,967.87               | \$ 8,169.07                | \$ 8,375.35               | \$ 8,586.84                | \$ 8,803.66               | \$ 9,025.97                | \$ 9,253.88               |
| Senior Human Resources Analyst                                                              | \$ 7,580.22               | \$ 7,771.63                | \$ 7,967.87               | \$ 8,169.07                | \$ 8,375.35               | \$ 8,586.84                | \$ 8,803.66               | \$ 9,025.97                | \$ 9,253.88               |
| Senior Finance Analyst                                                                      | \$ 7,580.22               | \$ 7,771.63                | \$ 7,967.87               | \$ 8,169.07                | \$ 8,375.35               | \$ 8,586.84                | \$ 8,803.66               | \$ 9,025.97                | \$ 9,253.88               |
| Senior IT Analyst                                                                           | \$ 7,580.22               | \$ 7,771.63                | \$ 7,967.87               | \$ 8,169.07                | \$ 8,375.35               | \$ 8,586.84                | \$ 8,803.66               | \$ 9,025.97                | \$ 9,253.88               |
| Senior Management Analyst                                                                   | \$ 7,580.22               | \$ 7,771.63                | \$ 7,967.87               | \$ 8,169.07                | \$ 8,375.35               | \$ 8,586.84                | \$ 8,803.66               | \$ 9,025.97                | \$ 9,253.88               |

