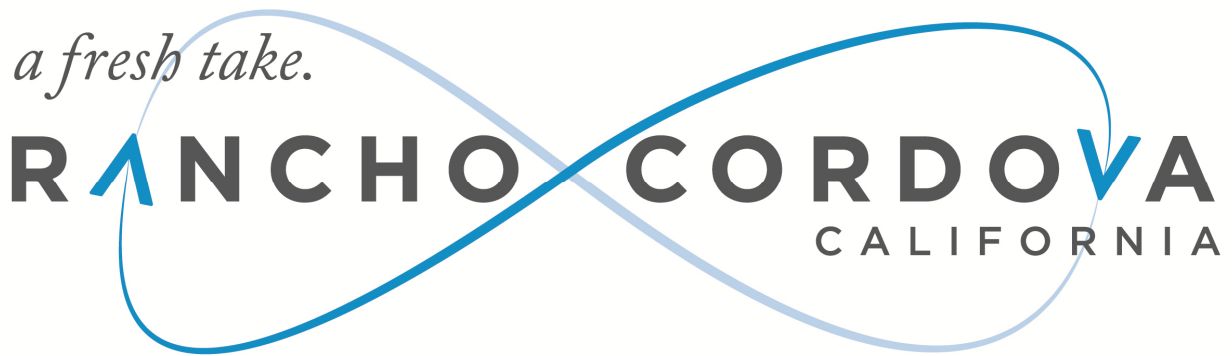


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, August 21, 2017

5:30 PM – Regular Meeting

AGENDA

Donald Terry, Mayor

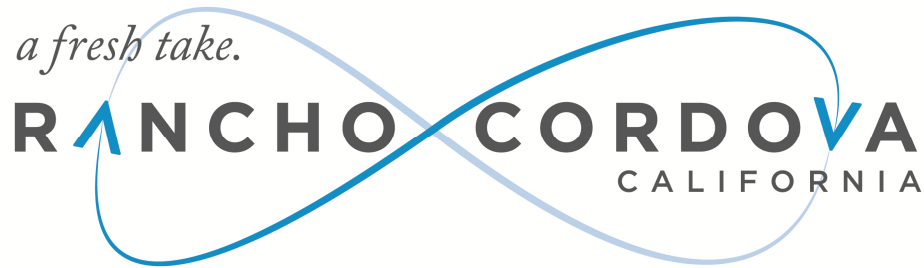
Linda Budge, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Garrett Gatewood, Council Member

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, August 21, 2017

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

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

Julie Steinbach from United Methodist church of Rancho Cordova will give the invocation.

5. PRESENTATIONS

5.1 Introduction of the New City Clerk.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of June 27, 2017 Special Meeting and August 7, 2017 Special and Regular Meeting.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Quarterly Treasurer's Report.
Recommendation: Recommend the report be received and filed.
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.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goal: 4.
- 9.3 **Subject:** Resolution Authorizing the City Manager to Execute a Contract with Stephen Twist Consulting to Provide On-Call Building Plan Review and Field Inspection Services.
Recommendation: Adopt Resolution No. 103--2017.
Result of Recommended Action: Adoption of Resolution will authorize the City Manager to execute professional services agreement 126-2017 for an on-call contract with Stephen Twist Consulting in an amount not to exceed \$176,800.00 for plan check, building inspection, and related services.
Staff Report: Joseph Cuffe, Building Official.
Advances Goals: 2, 5.
- 9.4 **Subject:** Second Reading and Adoption of Ordinance No. 7-2017 Adding Chapter 16.09, "Expedited Permit Process for Electric Vehicle Charging Stations" to Title 16 of the Rancho Cordova Municipal Code.
Recommendation: Staff recommends that Council waive the second reading and adopt Ordinance No. 7-2017.
Result of Recommended Action: Adoption of Ordinance No. 7-2017 would add a new Chapter to the Municipal Code for an expedited permit process for electric vehicle charging stations, as required by a new state law.
Staff Report: Joe Cuffe, Building Official

Advances Goals: 1, 2, 5, 6.

- 9.5 **Subject:** Second Reading and Adoption of Ordinance No. 8-2017 Amending Rancho Cordova Municipal Code Section 6.120.140 relating to Method of Graffiti Abatement.
Recommendation: Staff recommends that Council waive the second reading and adopt Ordinance No. 8-2017.
Result of Recommended Action: Approval of Ordinance 8-2017 would amend the Municipal Code section related to graffiti abatement.
Staff Report: Adam Lindgren, City Attorney and Kerry Simpson, Neighborhood Services.
Advances Goals: 1, 5, 6, 7, 8, and 10.
- 9.6 **Subject:** Resolution No. 112-2017 Authorizing The City Manager To Execute Contract Amendment No. 150-2015-1 With R3 Consulting Group Inc. For On-Call Solid Waste Consulting Services To Extend The Term Through September 30, 2019 And Increase The Contract Budget From \$170,000 To \$430,000.
Recommendation: Adopt Resolution No. 112-2017.
Result of Recommended Action: Adoption of Resolution No. 112-2017 will authorize the City Manager to execute the first amendment to Contract No. 150-2015 with R3 Consulting Group Inc. for on-call solid waste consulting services to extend the term through September 30, 2019 and increase the contract budget from \$170,000 to \$430,000.
Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Operations and Maintenance Division Manager
Advances Goals: 2, 5.
- 9.7 **Subject:** Resolution Authorizing The City Manager To Execute Contract Change Order No. 3 In The Amount Of \$71,329.88 With Central Valley Engineering And Asphalt, Inc. And To Increase The Contract Amount From \$817,429.79 To \$888,759.67 For The Douglas Road/Grant Line Road Signalization And Intersection Improvements Project.
Recommendation: Adopt Resolution No. 114-2017.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract Change Order (CCO) No. 3 with Central Valley Engineering and Asphalt, Inc. in the amount of \$71,329.88 and to increase the contract amount from \$817,429.79 to \$888,759.67 for the Douglas Road/Grant Line Road Signalization and Intersection Improvements Project.
Staff Report: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, 5.
- 9.8 **Subject:** Resolution Consenting to Inclusion of Properties within the City of Rancho Cordova in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program.
Recommendation: Adopt Resolution 115-2017
Result of Recommended Action: Adoption of this resolution will allow property owners within Rancho Cordova to voluntarily participate in the CMFA Open PACE Program; Authorize the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City of Rancho Cordova.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goals: 5.

- 9.9 **Subject:** Resolution Authorizing the City Manager to Execute the Second Restated Grant Agreement Between the City of Rancho Cordova and the Cordova Community Council Foundation.
Recommendation: Adopt Resolution 117-2017 authorizing the City Manager to Execute the Second Restated Grant Agreement Between the City of Rancho Cordova and the Cordova Community Council Foundation
Result of Recommended Action: The City will make funds up to \$480,000 annually, available to the Cordova Community Council until 2020 through a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.
Staff Report: Cyrus Abhar, City Manager and Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goals: 1, 2, 5.
- 9.10 **Subject:** Resolution Authorizing the City Manger to Execute Contract Changer Order No. 3 in the Amount of \$42,300.50 with Sierra National Construction, Inc. to Increase the Contract Amount from \$1,679,727.99 to \$1,722,028.49 for the Rancho Cordova Elementary School Bicycle and Pedestrian Project.
Recommendation: Adopt Resolution No. 106-2017.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Change Order (CCO) No. 3 in the amount of \$42,300.50 with Sierra National Construction, Inc. to increase the contract amount from \$1,679,727.99 to \$1,722,028.49 for construction of the Rancho Cordova Elementary School Bicycle and Pedestrian Project.
Staff Report: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer.
Advances Goals: 1, 2, and 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** Chase Drive Corridor Project Phase 1B: Soil Born Farms Project - Adoption of Mitigated Negative Declaration. This item was noticed for a public hearing on August 21, 2017. However, it will be tabled and heard as a regular agenda item on September 5, 2017.
Recommendation: That Council table the item to the regular agenda on September 5.
Staff Report: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer.

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Superior Self Storage Major Design Review Permit and Parking Adjustment; Project No. DD9699 – Located at the northeast corner of Sunrise Boulevard and Mechanical Drive.
Recommendation: Approve Resolution No. 116-2017.
Result of Recommended Action: Approval of Resolution 116-2017 would allow construction of four one-story self-storage buildings with a caretaker apartment and office totaling 112,428 square feet. The adjustment request is for parking. Construction would also include a parking area, lighting, and landscaping for an undeveloped site on the northeast corner of Sunrise Boulevard and Mechanical Drive.
Staff Report: June Cowles, Senior Planner.
Advances Goals: 1 and 5.

12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** Introduction and First Reading of Ordinance 9-2017 Adding Article XVII, "Property Maintenance Code" to Chapter 16.18 of the Rancho Cordova Municipal Code.

Recommendation: Staff recommends that Council introduce by title only and waive the first reading of Ordinance No. 9-2017.

Result of Recommended Action: The Ordinance would return to Council for second reading and adoption at its next regular meeting. If adopted, the Ordinance would add a new chapter to the Municipal Code addressing property maintenance.

Staff Report: Adam Lindgren, City Attorney and Kerry Simpson, Neighborhood Services.

Advances Goals: 1, 5, and 6.

- 12.2 **Subject:** Discuss Establishment of a Measure H/Community Enhancement Fund Oversight Board.

Recommendation: Discuss timing and parameters for establishing a Community Enhancement Fund Oversight Board and provide direction to staff on next steps.

Result of Recommended Action: The direction provided will allow the City to initiate the process for establishing a Community Enhancement Fund Oversight Board.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Stacy Delaney, Community Enhancement Analyst

Advances Goals: 3 and 5.

- 12.3 **Subject:** Swearing-in City Clerk, Stacy Leitner

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

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

UPCOMING MEETINGS	
Tuesday, August 29, 2017	5:30 PM Special Meeting/Work Session
Tuesday, September 5, 2017	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, September 18, 2017	5:30 PM Regular Meeting
Tuesday, September 26, 2017	5:30 PM Special Meeting/Work Session
Monday, October 2, 2017	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Wednesday, October 4, 2017	5:30 PM Special Meeting/Closed Session
Monday, October 16, 2017	5:30 PM Regular Meeting
Wednesday, October 18, 2017	5:30 PM Special Meeting/Closed Session
Monday, November 6, 2017	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 20, 2017	5:30 PM Regular Meeting
Tuesday, November 28, 2017	5:30 PM Special Meeting/Work Session
Monday, December 4, 2017	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 12, 2017	5:30 PM Special Meeting/Work Session
Monday, December 18, 2017	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/Successor Agency to the CRA/RCFC 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 VHS copy is available for check out from any library branch, 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.

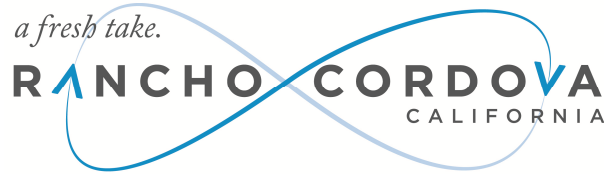
CERTIFICATION OF POSTING OF AGENDA

I, Nanci C. O. Lima, MMC, Interim City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, August 21, 2017 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, August 17, 2017 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, August 17, 2017 at Rancho Cordova, California.



Nanci C. O. Lima, MMC, Interim City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, June 27, 2017

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the special meeting to order in the American River Community Room North at 5:39 PM.

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

Council Members Absent: None

Staff Members Present: Cuppy, Abhar, Haven, Cook, Pittman, Simpson,
Dumford, Junan, Smith, Stricker, Kniestedt, Cuffe, Diaz,
Ducharme, Stover

2. PUBLIC COMMENT

The public were encouraged to comment throughout the meeting.

3. SPECIAL MEETING ITEM

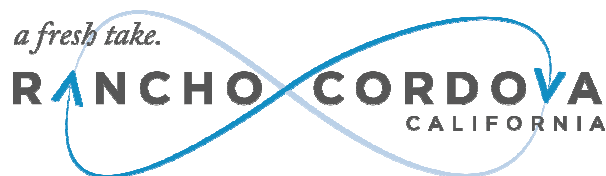
- 3.1 **Subject:** Discussion and Direction Regarding Commercial Medical Cannabis Use.
Recommendation: Receive information from the City Staff and Matthew Eaton, a consultant with HDL Companies, related to possibly allowing commercial medical cannabis uses in certain zones of the City. Provide direction to staff on next steps.
Result of Recommended Action: If directed to do so by City Council, City staff will return with additional information, discussion items, or draft zoning, regulatory, and map amendments at a future Council meeting.
Staff Report: Adam Lindgren, City Attorney; Kate Cook, Deputy City Attorney; Curt Haven, Economic Development Director.
Advances Goals: 2, 6.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Terry adjourned the meeting at 8:38 PM.

Nanci C. O. Lima, MMC, Interim City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

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

Monday, August 07, 2017

**4:00 PM – Special Meeting
American River Community Room North**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the special meeting to order in the American River Community Room North at 4:07 PM.

Council Members Present: McGarvey, Sander, Terry, Budge (arrived at 4:35 PM), Gatewood

Council Members Absent: None

Staff Members Present: Stricker, Norton, Huber, Lindgren, Abhar, Haven, Downton, Carr, Lima, Heisler, Sosa, Cowles

2. PUBLIC COMMENT

Mayor Terry opened the public comment period. There were no speakers. Mayor Terry closed the public comment period.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Discussion Regarding Proposed Residential and Commercial Development located within the proposed Ranch Planning Area located south of Douglas Road and east of Rancho Cordova Parkway.
Recommendation: Receive applicant and staff information and provide preliminary

review and comment.

Result of Recommended Action: Preliminary Council comments will inform staff and the project applicants on whether the proposed land plan is reasonably consistent with City expectations. If the Council determines the project is reasonably consistent with the City's goals and vision, then the applicant will be encouraged to proceed with a formal project application which includes a more detailed analysis of project design, environmental review, project infrastructure and financial obligations.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2, 6, and 8.

The following individual addressed the City Council regarding this item:

- Derald Langwell

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Terry adjourned the special meeting to the regular meeting at 5:10 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Terry called the regular meeting to order in the David B. Roberts Council Chambers at 5:36 PM.

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

Council Members Absent: None

Staff Members Present: Behrends, Leitner, Stricker, Norton, Pittman, Huber, Lindgren, Abhar, Haven, Simpson, Sparkman, Chan, Downton, Mingay, Taylor, Carr, Lima, Heisler, Sosa, Ulm, Lewis, Cuffe, Bosch, Brown, Cowles, Kreiling, Watson, Crone

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Mindy Cuppy led the pledge.

8. INVOCATION

Shadi Hayek gave the invocation.

9. PRESENTATIONS

- 9.1 Farewell and Congratulations to Mindy Cuppy, Former City Clerk.

- 9.2 Mayor Terry and City Manager Abhar recognized the First Graduating Class of Summer at City Hall.
- 9.3 Rebuild Day Presentation by Lorianne Ulm, Community Engagement Analyst.
- 9.4 10 Year Service Awards were presented by Lisa Brown, Senior Human Resources Analyst, and Cyrus Abhar, City Manager.
- 9.5 Introduction of New Interim City Clerk Nanci Lima by Cyrus Abhar, City Manager.
Introduction of New City Employee Kelli Carr, Deputy City Clerk by Stacy Leitner, Senior Executive Assistant.
Introduction of New City Employee April Stevenson, Animal Services Officer by Kerry Simpson, Neighborhood Services Manager.
Introduction of New Assistant Police Chief Chad Lewis by Police Chief Chris Pittman.
- 9.6 Recognition of Council Member McGarvey's Birthday on August 10.

10. PUBLIC COMMENT

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

- Larry Ladd
- Carol Limbaga
- Derald Langwell
- Meada Cashatt

Mayor Terry closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 13.1, and 13.3 through 13.10 by Budge second by McGarvey; Carried by a 5:0 roll call vote.

- 13.1 **Subject:** Meeting Minutes of June 19, 2017 Regular Meeting.
Recommendation: Adopt Minutes.

- 13.2 **Subject:** Resolution Designating Voting Delegate and Alternates for the 2017 League of California Cities Annual Conference to be held September 13-15, 2017 in Sacramento, California.
Recommendation: Adopt Resolution No. 108-2017, designating Mayor Donald Terry as Voting Delegate and Vice Mayor Linda Budge and Council Member David Sander as Voting Alternates for the 2017 Annual League of California Cities Conference

Business Meeting.

Result of Recommended Action: The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.

Staff Report: Nanci C. O. Lima, Interim City Clerk.

Advances Goal: 1.

ACTION: Motion to approve amended resolution removing Vice Mayor Budge as an alternate by Budge second by McGarvey; Carried by a 5:0 roll call vote.

13.3 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Determining the Special Tax and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Areas for Fiscal Year 2017-18.

Recommendation: Adopt Resolution No. 100-2017.

Result of Recommended Action: This action authorizes and directs the Chief Financial Officer to determine, or cause to be determined, the Rancho Cordova Special Police Tax Area's FY 2017-18 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the annual property tax roll.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

13.4 **Subject:** Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Anatolia IV Subdivision Project in the City of Rancho Cordova.

Recommendation: Adopt Resolution No. 99-2017 Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Stormwater Utility Fee on the Anatolia IV Subdivision Project.

Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Anatolia IV Subdivision Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Anatolia IV Subdivision Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

Staff Report: Elizabeth Sparkman, Engineering Manager.

Advances Goal: 5.

13.5 **Subject:** Resolution Authorizing the City Manager to Execute Contract Amendment No. 74-2016-1 with Sacramento Regional Transit District for Light Rail Station Maintenance to Amend the Scope of Work, Extend the Contract Term from June 30, 2018 to June 30, 2020, and Increase the Contract Amount from \$161,040 to \$370,080.

Recommendation: Adopt Resolution No. 104-2017.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 74-2016-1 with Sacramento Regional Transit District (RT) for light rail station maintenance services. This will add soundwall maintenance to the scope of work, extend the contract term from June 30, 2018 to June 30, 2020, and increase the contract amount from \$161,040 to \$370,080.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, 5.

13.6 **Subject:** Review and Approval of the 2015 and 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application and Acceptance of Grant Funding from the 2015 and 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

- Recommendation:** Adopt Resolution No. 101-2017 and Resolution No. 102-2017.
Result of Recommended Action: City will formally accept award of \$26,338 under the JAG program for 2015 and award of \$28,012 under the JAG program for 2016.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goals: 1, 2, 6.
- 13.7 **Subject:** Rescind and Replace Resolution to Join the HOME Investment Partnership Consortium with the County of Sacramento and the City of Citrus Heights.
Recommendation: Adopt Resolution No. 107-2017.
Result of Recommended Action: Approval of Resolution No. 107-2017 will rescind and replace Resolution 97-2017, making a minor change to allow the Consortium Agreement to be automatically renewed at the end of the initial and each subsequent three-year period with written approval by the City Council of the City of Rancho Cordova.
Staff Report: Stefan Heisler, Reinvestment Analyst.
Advances Goals: 1, 2, 5.
- 13.8 **Subject:** Ordinance Adding Chapter 16.09, "Expedited Permit Process for Electric Vehicle Charging Stations" to Title 16 of the Rancho Cordova Municipal Code.
Recommendation: Staff recommends Council introduce Ordinance No. 7-2017 by title and waive the first reading of Ordinance No. 7-2017.
Result of Recommended Action: The Ordinance will return for second reading and final adoption at the next regular Council meeting. Adoption of the Ordinance would add a new Chapter to the municipal code for an expedited permit process for electric vehicle charging stations, as required by a new state law.
Staff Report: Joseph Cuffe, Building Official.
Advances Goals: 1, 2, 5, 6.
- 13.9 **Subject:** Approval of Council Member Appointments to Regional Boards, Commissions and Committees.
Recommendation: That Council confirms commitments to serve on other agency boards, commissions, and committees.
Result of Recommended Action: The City Council will continue to serve in leadership roles throughout the region. The City Clerk will notify each agency boards, commissions, or committees of changes or reappointments and will ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.
Staff Report: Nanci C. O. Lima, Interim City Clerk.
Advances Goals: 1, 4, 5.
- 13.10 **Subject:** Resolution No. 109-2017 Approving Subdivision No. FM 2017-002-01, Final Map of Anatolia IV Village 1 and Execute Subdivision Improvement Agreement.
Recommendation: Adopt Resolution No. 109-2017.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement (Exhibit A) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map creating 55 new residentially zoned lots located on the southwest corner of the extension of Chrysanthy Drive and Rancho Cordova Parkway.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2.
- 13.11 **Subject:** Second Reading and Adoption of Ordinance No. 5-2017 Amending Chapter 23.313 Regarding the Allowed Uses Within the Office Professional Mixed Use Zoning District in Title 23, the Replacement of "Limited Use Permit" with "Administration Use

Permit" Throughout Title 23, Zoning Ordinance, and Enacting Distance Requirements between Massage Establishments.

Recommendation: Staff recommends that Council waive the second reading of Ordinance No.5-2017 and adopt.

Result of Recommended Action: Approval of Ordinance No. 5-2017 would amend Chapter 23.313 in regards to the Office Professional Mixed Use Zone, replace "Limited Use Permit" with "Administration Use Permit" throughout Zoning Code, require 1,000 feet between massage establishments.

Staff Report: June Cowles, Senior Planner

Advances Goals: 2, 6.

ACTION: Motion to approve by Budge second by McGarvey; Carried by a 5:0 roll call vote.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Terry opened the public hearing. There were no speakers. Mayor Terry closed the public hearing.

ACTION: Motion to approve by McGarvey second by Budge; Carried by a 5:0 roll call vote.

- 14.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the Property Tax Roll.

Recommendation: Adopt Resolution No. 110-2017.

Result of Recommended Action: This action will authorize the delinquent residential solid waste service charges to be collected on the 2017-18 property tax roll.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** AT&T Facility CVU0093 Mather CUP; Project No. DD9697 – Located at 10528 Armstrong Avenue.

Recommendation: Adopt Resolution 105-2017.

Result of Recommended Action: Approval of the Conditional Use Permit would allow the applicant to install a new telecommunications facility located at the Sacramento Zoroastrian Association, 10528 Armstrong Avenue; and allow for the construction of an 86-foot tower within a fenced 28'-6" x 30' leased area on the property. This telecommunications facility would provide increased AT&T service to an underserved area of Rancho Cordova.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 2, 5 and 6.

Mayor Terry opened the public hearing. The following individual addressed the City Council:

- Derald Langwell

Mayor Terry closed the public hearing.

ACTION: Motion to approve by Sander second by Budge with modifications to landscape and material improvement; Carried by a 5:0 roll call vote.

- 15.2 **Subject:** Introduction and First Reading of Ordinance No. 9-2017 Adding Article XVII, "Property Maintenance Code" to Chapter 16.18 of the Rancho Cordova Municipal Code.

Recommendation: Staff recommends that Council introduce by title only and waive the first reading of Ordinance No. 9-2017.

Result of Recommended Action: The Ordinance would return to Council for second reading and adoption at its next regular meeting. If adopted, the Ordinance would add a new chapter to the Municipal Code addressing property maintenance.

Staff Report: Adam Lindgren, City Attorney and Kerry Simpson, Neighborhood Services.

Advances Goals: 1, 5, 6, 7, 8 and 10.

Mayor Terry opened the public hearing. The following individual addressed the City Council:

- Mary Nesel

Mayor Terry closed the public hearing.

ACTION: Motion to continue this item at the next City Council Meeting on August 21st by Budge second by McGarvey; Carried by a 5:0 roll call vote.

- 15.3 **Subject:** Introduction and First Reading of Ordinance No. 8-2017 Amending Rancho Cordova Municipal Code Section 6.120.140 relating to Method of Graffiti Abatement.

Recommendation: Staff recommends that Council introduce by title only and waive the first reading of Ordinance No. 8-2017.

Result of Recommended Action: The Ordinance would come back for second reading and adoption at the next regular Council meeting. This Ordinance, if adopted, would amend the Municipal Code section related to graffiti abatement.

Staff Report: Adam Lindgren, City Attorney and Kerry Simpson, Neighborhood Services.

Advances Goals: 1, 5, 6, 7, 8 and 10.

Mayor Terry opened the public hearing. The following individual addressed the City Council:

- Derald Langwell

Mayor Terry closed the public hearing.

ACTION: Motion to approve by Sander second by Budge; Carried by a 5:0 roll call vote.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Consideration of a Resolution Approving the Establishment of the Rancho Cordova Economic Development Commercial Façade Improvement Grant Program.

Recommendation: Consider adoption of Resolution No. 11-2017.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to approve incentives which comply with the Rancho Cordova Economic Development Commercial Façade Improvement Grant Program.

Staff Report: Meghan Huber, Business Liaison.

Advances Goals: 1, 6.

ACTION: Motion to approve by Budge second by Gatewood; Carried by a 5:0 roll call vote.

16.2 **Subject:** Hacker Lab Feasibility Study.

Recommendation: Receive information from the Economic Development Division on the feasibility study for Hacker Lab. City staff will be prepared to answer questions from the City Council.

Result of Recommended Action: If directed to do so by City Council, City staff will return with additional information or discussion items at a future Council meeting.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goals: 1, 6.

ACTION: Discussion item only; no action taken.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sander asked that staff to look into the rising water rate issue and report back to Council.

Council Member McGarvey alerted Council and staff to the funding loss for Mather Community Campus and requested a possible update in the future.

22. ADJOURNMENT

Mayor Terry adjourned the meeting at 9:01 PM.

Nanci C. O .Lima, MMC, Interim City Clerk

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: Treasurer's Report – June 30, 2017



RECOMMENDATION

This report is informational only. It is recommended that the City Council receive and file the June 2017 Treasurer's Report.

RESULT OF RECOMMENDED ACTION

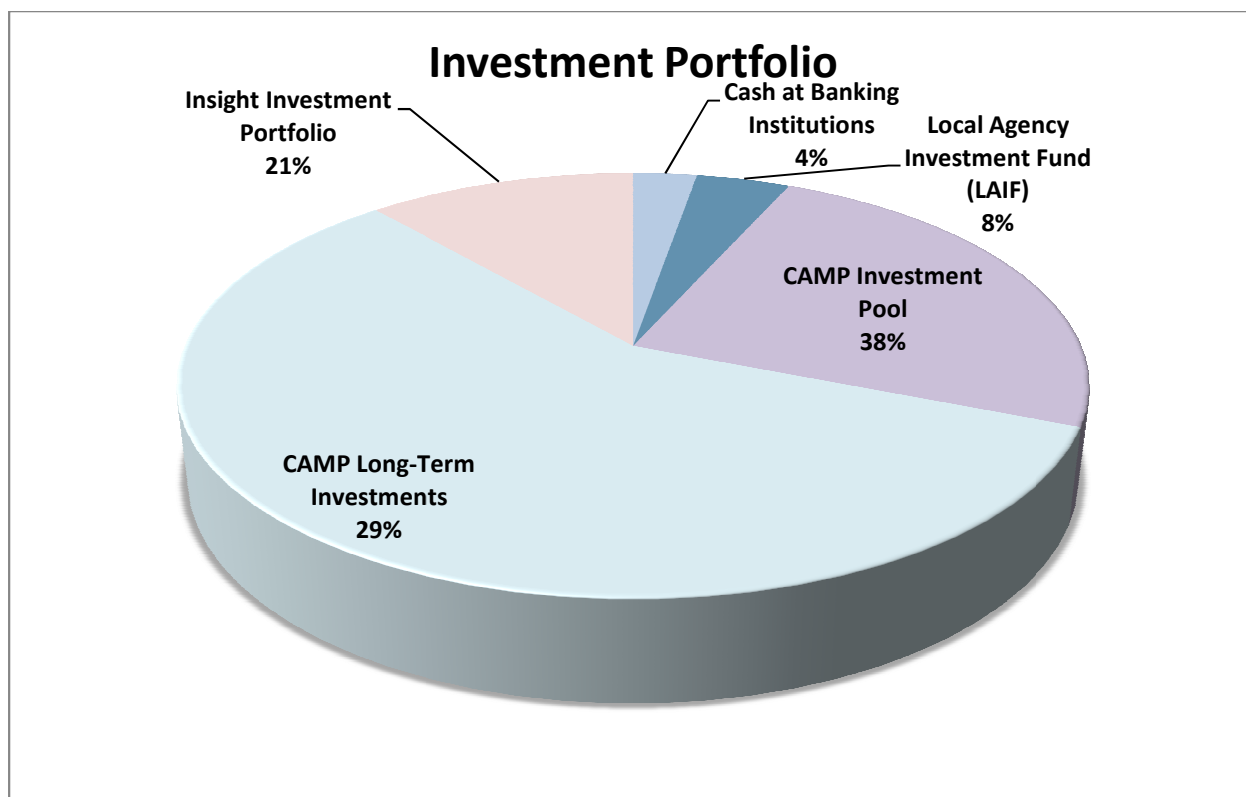
The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the second quarter of this calendar year, ending June 30, 2017, and is in compliance with the State's reporting requirements.

BACKGROUND

Attached is the quarterly Treasurer's report for the period ending June 30, 2017. Treasurer's reports are provided to Council on a quarterly basis.

At March 31, 2017 the value of the City's total portfolio was \$129.5 million. Since that time, the balances increased by \$5.8 million with an ending balance of \$135.4 million as of June 30, 2017. The funds are held as follows:

	Par Value	Market Value
Cash at Banking Institutions	\$ 6,227,870	6,227,870
Local Agency Investment Fund (LAIF)	9,327,966	9,327,966
CAMP Investment Pool	57,159,110	57,159,110
Insight Investment Portfolio	26,841,214	26,892,046
CAMP Long-Term Investments	35,753,863	35,788,936
Total	\$ 135,310,023	135,395,929



At June 30, 2017 the General Fund Cash and Investments balance was \$28 million, while the remaining \$107.4 million were restricted to specific activities and were recorded in Special Revenue, Enterprise, Internal Service or Agency Funds.

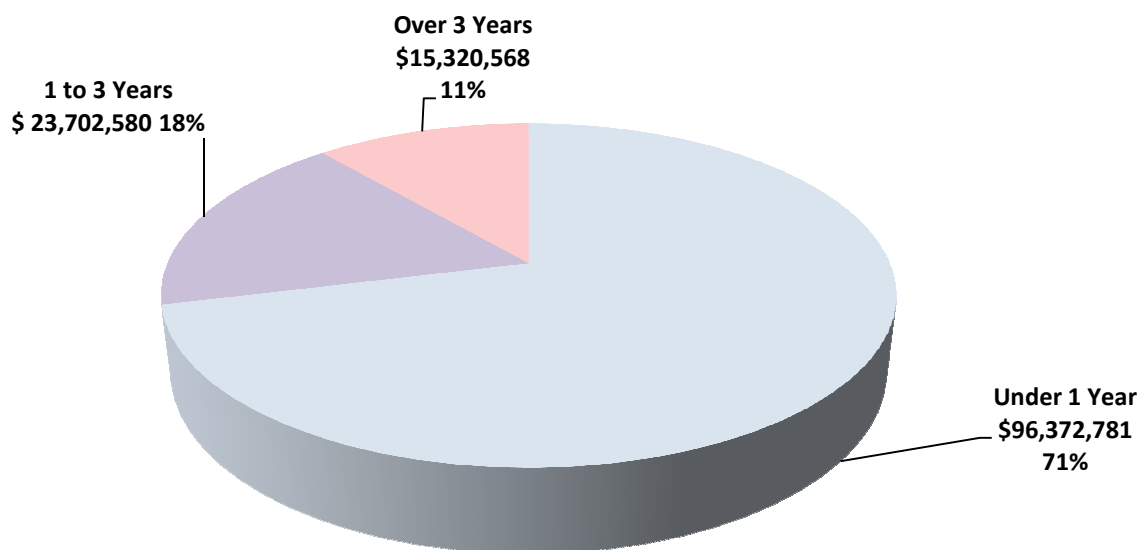
The overall portfolio is well diversified with \$62.6 million invested in marketable securities. \$66.6 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). Another \$6.2 million is on deposit with our banks. Staff, in conjunction with our financial 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.

Cash and short-term investments increased by \$8.1 million while long-term investments decreased by \$2.2 million. The increase in cash is typical for this time of year due to the receipt of the May/June property tax distribution.

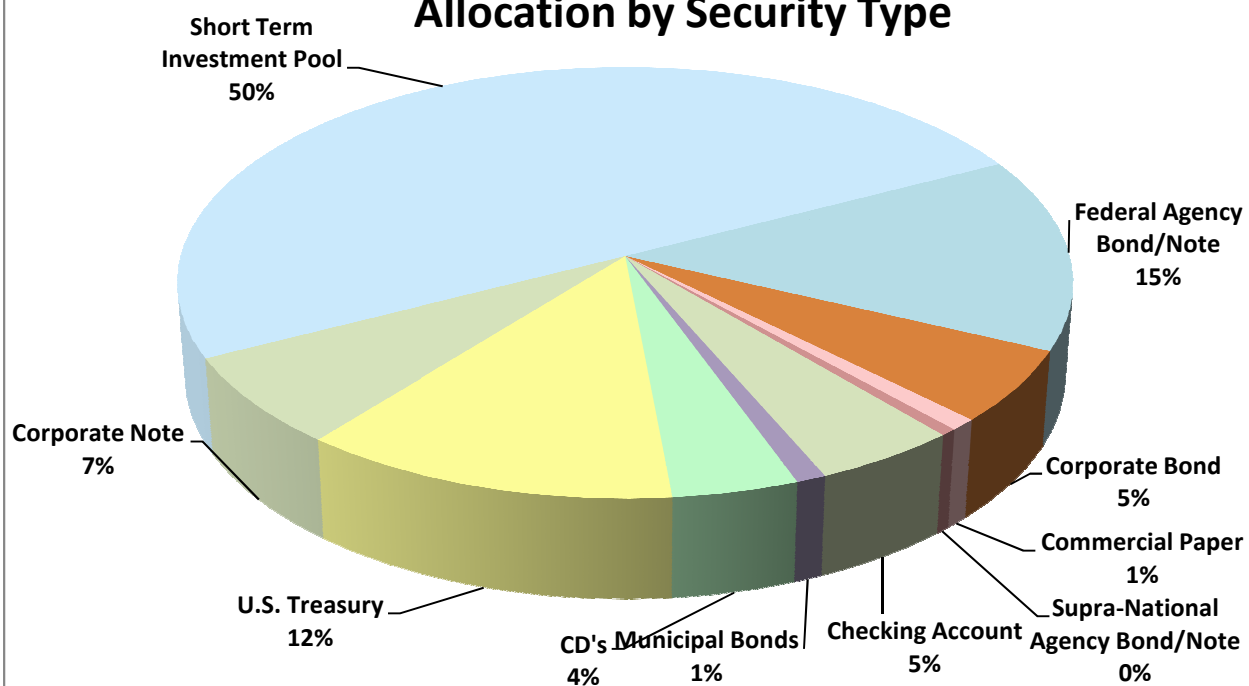
Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term 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:

Investment Ladder



Allocation by Security Type



**City of Rancho Cordova
Treasurer's Report June 30, 2017**

ATTACHMENT 1

Security Held	Coupon	Par Value	Cost	Market Value
Wells Fargo Checking		\$ 6,227,870	6,227,870	6,227,870
Wells Fargo Adv Treasury Plus MMF		\$ 116,214	116,214	116,214
Local Agency Investment Fund (LAIF)	0.57	\$ 9,327,966	9,327,966	9,327,966
California Asset Management Program (CAMP)	0.51%	\$ 57,159,110	57,159,110	57,159,110
Insight Investment Portfolio				
Freddie Mac	1	1,000,000	1,001,640	999,965
PEPSICO Inc	1.25	500,000	498,965	499,878
Fannie Mae	0.875	1,500,000	1,494,165	1,499,501
Fannie Mae Notes	1	500,000	501,350	499,927
USA Treasury	0.75	750,000	747,393	749,145
Federal Farm Credit Bank	2.5	900,000	931,779	905,499
JP Morgan Chase	6	400,000	474,708	408,987
Wells Fargo	1.49	400,000	400,124	399,872
Freddie Mac	0.85	1,000,000	1,000,500	997,990
USA Treasury	1	1,000,000	1,000,781	998,249
Wal-Mart	5.8	400,000	480,332	410,629
Federal Home Loan Bank Notes	1.125	1,000,000	1,006,580	998,880
Fannie Mae	1.1	1,000,000	1,004,830	998,760
USA Treasury	1	750,000	751,348	748,740
General Electric Co	5.625	850,000	995,195	878,971
Apple Inc.	1	400,000	396,704	398,550
Federal Home Loan Bank Notes	1.05	750,000	748,748	748,575
Federal Farm Credit Bank	2.58	750,000	780,645	758,993
U.S. Treasury Notes	0.875	1,000,000	997,813	995,625
Federal Home Loan Bank	1.125	750,000	754,133	747,690
Federal Farm Credit Bank	1.29	1,000,000	1,008,840	998,140
Federal Home Loan Bank	1.75	900,000	919,710	904,849
Toyota Motor Credit Corp	2.1	500,000	510,390	503,186
Cisco Systems Inc	2.125	775,000	783,866	781,284
Federal Farm Credit Bank	1.16	1,000,000	1,001,870	996,260
Freddie Mac	3.75	800,000	844,704	832,272
Toyota Motor Credit Corp	1.4	1,000,000	1,006,730	993,951
Fannie Mae	1.075	1,000,000	999,500	988,630
Fannie Mae	0.875	2,100,000	2,096,101	2,074,754
Berkshire Hathaway	2.1	600,000	606,588	604,582
Microsoft Corp	1.85	750,000	751,725	751,316
The Walt Disney Company	1.95	700,000	702,198	702,185
		26,725,000	27,199,952	26,775,833
CAMP Long-Term Investments				
CA Earthquake Auth Txbl Rev Bonds	1.82	150,000	150,000	150,000
OR State Taxable Go bonds	1.14	200,000	200,000	199,962
Palo Alto USD, CA GO Bonds	1.402	550,000	550,000	550,050
Credit Agricole CIP NY Comm Paper	0	550,000	546,508	549,283
Wells Fargo & Co.	1.4	300,000	299,703	300,018
US Bank NA Cincinnati (Callable) CD	1.375	550,000	549,115	550,052
IBM Corp Notes	5.7	600,000	693,852	605,165
American Express Credit Corp Notes	1.55	125,000	124,833	125,028
Bank of Tokyo Mitsubishi UFJ LTD	0	600,000	595,807	597,505
HSBC USA Inc Notes	1.5	200,000	199,964	199,897
Skandinaviska Enskilda Banken NY CD	1.48	550,000	550,000	549,761
HSBC Bank USA NA Floating Cert	1.218	200,000	200,000	200,432
IBM Copr Notes	1.125	300,000	299,085	299,550
JP Morgan Chase Corp Notes (Callabe)	1.7	275,000	274,929	275,095
Chevron Corp Notes	1.365	100,000	100,000	99,974
Exxon Mobil Corporate Notes	1.305	600,000	600,000	599,636

**City of Rancho Cordova
Treasurer's Report June 30, 2017**

Security Held	Coupon	Par Value	Cost	Market Value
Royal Bank of Canady NY CD	1.7	750,000	750,000	751,363
American Honda Finance Corp Notes	1.5	225,000	224,699	225,154
General Elec CAP Corp Global Notes	1.625	600,000	601,338	600,931

**City of Rancho Cordova
Treasurer's Report June 30, 2017**

ATTACHMENT 1

Security Held	Coupon	Par Value	Cost	Market Value
Toyota Motor Credit Corp	1.2	100,000	99,976	99,805
PEPSICO, Inc Corp Notes	1.25	250,000	249,970	249,592
Microsoft Corp Global Notes	1	145,000	144,909	144,570
Apple Inc Global Notes	1.08	265,000	264,022	264,039
Berkshire Hathaway Notes	1.31	210,000	209,878	209,773
Univ of Cal Taxable Rev Bonds	2.054	385,000	385,000	387,102
Cisco Systems Inc Corp Note	1.66	475,000	474,919	475,943
Chevron Corp Global Notes	1.72	380,000	380,000	380,832
Canadian Imperial Bank of NY CD	1.76	700,000	699,454	702,932
Nordea Bank Finland NY CD	1.76	700,000	700,000	702,932
Citigroup Inc. Corporate Notes	2.05	550,000	549,923	550,818
John Deere Capital Corp Notes	1.95	130,000	129,992	130,513
Svenska Handelsbanken NY LT CD	1.89	575,000	575,000	573,438
U.S. Treasury Notes	1.5	100,000	99,828	100,203
Bank of Montreal Chicago CD	1.88	700,000	700,000	704,069
Toyota Motor Credit Corp	1.7	300,000	299,964	300,356
American Honda Finance Corp Notes	1.7	110,000	109,978	110,124
Berkshire Hathaway Inc. Notes	1.7	80,000	79,939	80,190
Goldman Sachs Grp Inc	2	415,000	414,734	414,820
Goldman Sachs Grp Inc	2	85,000	84,764	84,963
Sumitomoto Mitsui Bank NY CD	2.05	700,000	700,000	701,064
Citigroup Inc. Corporate Notes	2.05	80,000	79,958	80,052
FHLMC Series KP03 A2	1.78	659,677	666,258	659,968
American Honda Finance	1.2	100,000	99,900	99,044
FHLMC Reference Note	0.875	600,000	598,548	592,850
Fannie Mae Series 2015-M13	1.646	224,185	226,430	224,138
Burlington Nth Corp	4.7	400,000	441,560	425,253
American Express Credit Corp Notes	1.7	75,000	74,911	74,596
U.S. Treasury Notes	1.5	325,000	326,676	325,432
Microsoft Corp	1.85	300,000	299,799	300,765
FNMA Note	1.5	500,000	499,680	498,690
U.S. Treasury Notes	1.25	475,000	469,044	471,920
Toyota Motor Credit Corp	1.95	300,000	299,862	299,907
FHLMC Agency Notes	1.375	750,000	747,435	745,564
Inter-American Devel. Bank Note	1.625	700,000	698,341	698,176
Home Depot Inc Corp Notes	1.8	175,000	174,899	175,080
U.S. Treasury Notes	2	250,000	253,154	253,096
U.S. Treasury Notes	2	425,000	437,368	430,263
U.S. Treasury Notes	2	600,000	619,523	607,430
U.S. Treasury Notes	2	900,000	925,453	911,145
U.S. Treasury Notes	2	1,500,000	1,551,328	1,518,575
U.S. Treasury Notes	1.375	275,000	280,027	273,066
U.S. Treasury Notes	1.375	800,000	801,156	794,375
U.S. Treasury Notes	1.375	850,000	866,834	844,024
U.S. Treasury Notes	1.375	850,000	859,463	844,024
U.S. Treasury Notes	1.75	500,000	515,723	501,426
U.S. Treasury Notes	2	600,000	621,680	606,703
U.S. Treasury Notes	1.375	900,000	882,141	888,504
American Express Credit Corp Notes	2.25	500,000	502,735	499,227
U.S. Treasury Notes	1.375	1,250,000	1,217,529	1,232,666
FHLB Global Note	1.125	700,000	695,743	682,062
TAOT 2017-B A3	1.76	700,000	699,946	700,436
U.S. Treasury Notes	2	1,000,000	1,010,898	1,008,789
U.S. Treasury Notes	2	1,200,000	1,203,609	1,210,547
ALLYA 2017-3 A3	1.74	300,000	299,969	299,647

**City of Rancho Cordova
Treasurer's Report June 30, 2017**

Security Held	Coupon	Par Value	Cost	Market Value
AMXCA 2017-4 A	1.64	260,000	259,958	259,795
John Deere Capital Corp Notes	2.65	250,000	248,898	253,996
CCCIT 2017-A3 A3	1.92	700,000	701,869	700,774
		35,753,863	36,020,388	35,788,936
TOTAL		135,310,023	136,051,500	135,395,929

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Joseph Cuffe, Building Official



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STEPHEN TWIST CONSULTING TO PROVIDE ON-CALL BUILDING PLAN REVIEW AND FIELD INSPECTION SERVICES.

RECOMMENDATION

Adopt Resolution **XX-2017**.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution will authorize the City Manager to execute professional services agreement **XX-2017** for an on-call contract with Stephen Twist Consulting in an amount not to exceed \$176,800.00 annually for plan check, building inspection, and related services.

BACKGROUND

The City of Rancho Cordova has contracted in the past with Stephen Twist consulting for on-call plan review and field inspection services. In order to ensure the City continues to receive the most competitive prices and qualified consultants a new contract is needed.

FISCAL IMPACT

The above referenced expense is covered by permit fee revenues.

ATTACHMENT(S)

Resolution No. **XX-2017**, with agreement attached as Exhibit 1
2846143.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. ____-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH STEPHEN TWIST CONSULTING FOR ON-CALL PLAN REVIEW AND
FIELD INSPECTION SERVICES**

WHEREAS, the City of Rancho Cordova wishes to contract with Stephen Twist Consulting for on-call plan review and field inspection services;

WHEREAS, adoption of this resolution will authorize the City Manager to execute a an on-call contract for an amount not to exceed \$176,800.00 per year; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a Professional Services Agreement with Stephen Twist Consulting, attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci Lima, MMC, Interim City Clerk

2846149.1

Exhibit 1

CONTRACT NO.: 126-2017

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
STEPHEN TWIST CONSULTING SERVICES**

THIS AGREEMENT for on-call professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Stephen Twist, an individual ("Professional") as of September 1, 2017.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on March 31, 2019, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed ONE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$176,800.00) annually, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all

Exhibit 1

CONTRACT NO.: 126-2017

invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement. Professional acknowledges and agrees that the compensation amount in this Agreement is a "not to exceed" amount and therefore City is under no obligation to pay Professional this amount; Professional will only be paid for services rendered, as such services are needed by the City.

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

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

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

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

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

Exhibit 1

CONTRACT NO.: 126-2017

incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

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

- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. However, expenses may be considered for reimbursement by the City on a case by case basis, with approval from the contract administrator, and consultant must provide a detailed invoice of the expense to receive reimbursement.

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

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

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

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

City shall furnish physical facilities such as desks, a computer, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to additional computers, long-distance telephone or other communication charges, vehicles, and reproduction facilities, other than facilities and equipment that City is required to furnish by law. City is not obligated furnish or assist with furnishing any facilities or equipment at any non-City owned location where Professional elects to perform work under this Agreement.

Exhibit 1

CONTRACT NO.: 126-2017

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general

Exhibit 1

CONTRACT NO.: 126-2017

aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

Exhibit 1

CONTRACT NO.: 126-2017

- 4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.
- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.
- 4.4 All Policies Requirements.**
- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Exhibit 1

CONTRACT NO.: 126-2017

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

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

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

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

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

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

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

Exhibit 1

CONTRACT NO.: 126-2017

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control

Exhibit 1

CONTRACT NO.: 126-2017

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Exhibit 1

CONTRACT NO.: 126-2017

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

Exhibit 1

CONTRACT NO.: 126-2017

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Exhibit 1

CONTRACT NO.: 126-2017

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

Section 10 MISCELLANEOUS PROVISIONS.

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

Exhibit 1

CONTRACT NO.: 126-2017

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

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

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

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Joe Cuffe, Interim Chief Building Official ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
 Stephen Twist
 4640 Tracy Lane
 Garden Valley, CA 95633
 easypermits@yahoo.com
- Any written notice to City shall be sent to:
 City of Rancho Cordova
 Attn: Joe Cuffe
 2729 Prospect Park Drive
 Rancho Cordova CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Exhibit 1

CONTRACT NO.: 126-2017

Seal and Signature of Registered Professional with
report/design responsibility.

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

Exhibit 1

CONTRACT NO.: 126-2017

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Date: _____

Stephen Twist

Date: _____

Attest:

Nanci Lima, Interim City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Last Revised July 31, 2012

Exhibit 1

CONTRACT NO.: 126-2017

Contract No: ____-2017 **DRAFT**

EXHIBIT A**SCOPE OF SERVICES****Scope of services shall include:**

- On-call services, including:
- Plan review services for both commercial and residential construction documents. These reviews include Fire and Life Safety, Accessibility, Plumbing, Mechanical, Electrical, Photo Voltaic and limited Structural.
- Building Inspection Services
- CASp inspections for commercial projects
- CASp inspections and consultation requested by the general public as required by SB-1186
- Plan review for Public Works Dept. including accessibility, sound/retaining walls and civil as needed
- CASp consultation and services such as site inspections as needed for the City of Rancho Cordova
- Special Projects:
Stephen Twist Consulting will provide the following on-call services as directed by the Building Official or other designated City Staff. Such services may include, but are not limited to
 - Site accessibility consultation and inspection
 - Housing Dept. projects
 - Professional consultation & technical support for ADA compliance with regard to City projects and events
 - Other duties as may be assigned by the Building Official or other designated City Staff
 Examples: CASp Consulting services for the Mather Mills Station (Measure H) project, CASp inspections of City Hall, Police station, Gold Tailings property, court appearance/depositions

EXHIBIT B

COMPENSATION SCHEDULE

Positions/Tasks	Hourly Rate
Senior Plans Examiner	\$95
Plans Examiner I	\$75-\$85
Plans Examiner II	\$80-\$90
CASp Services / Inspections	\$95
Building Inspector I	\$80-\$90
Building Inspector II	\$75-\$85
Permit Technician	\$40-\$65

Expense reimbursements: None.

DRAFT

Form (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Vendor/Payee's name _____

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for backup withholding.

Military Spouse Residency Relief Act (MSRRA) – The MSRRA amended the federal Servicemembers Civil Relief Act. For taxable years beginning on or after January 1, 2009, a nonmilitary spouse of a military servicemember shall neither lose nor acquire a residence or domicile for purposes of taxation by reason of being absent from or present in California to be with the servicemember serving in compliance with the servicemember's military orders if the servicemember and spouse have the same domicile. Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California. For additional information, get FTB Pub. 1032, Tax Information for Military Personnel.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding

requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties for the right to use natural resources located in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor

trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who Is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. However, under newly enacted MSRRA, if a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

CITY OF RANCHO CORDOVA

ORDINANCE NO. 7-2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING
CHAPTER 16.09, "EXPEDITED PERMIT PROCESS FOR ELECTRIC VEHICLE CHARGING
STATIONS" TO TITLE 16, "BUILDINGS AND CONSTRUCTION"
OF THE RANCHO CORDOVA MUNICIPAL CODE**

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

Section 1. Addition of Chapter 16.09 to the Municipal Code:

Chapter 16.09 of the Rancho Cordova Municipal Code, entitled "Expedited Permit Process for Electric Vehicle Charging Stations," within Title 16, "Buildings and Construction," shall be added to read as follows:

Chapter 16.09

Expedited Permit Process for Electric Vehicle Charging Stations

Sections:

- 16.09.010 Title.
- 16.09.020 Purpose.
- 16.09.030 Definition.
- 16.09.040 Process.
- 16.09.050 Technical Review
- 16.09.060 Electrical Vehicle Charging Station Installation Requirements

16.09.010 Title.

This chapter shall be known and cited as "Expedited Permit Process for Electric Vehicle Charging Stations".

16.09.020 Purpose.

The purpose of this chapter is to provide an expedited, streamlined permitting process for Electric Vehicle Charging Stations that complies with the California Government Code Section 65850.7, in order to achieve timely and cost-effective installations of electric vehicle charging stations. The provisions of this chapter encourage the installation of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electric vehicle charging stations. This chapter allows the City to achieve these goals while protecting public health and safety.

16.09.030 Definition.

"Association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development. (Civil Code Section 4080)

"Building Official" means the City's Building Official or his or her designee.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

“Electronic submittal” means the utilization of one (1) or more of the following:

- (1) Electronic mail or email;
- (2) The internet; or
- (3) Facsimile.

16.09.040 Process.

The City shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit. Review of the application to install an electric vehicle charging station shall be limited to the building official’s review of whether it meets all health and safety requirements of local, state, and federal law. However, if the building official makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the City may require the applicant to apply for a Use Permit. The decision of the Building Official may be appealed to the planning commission of the City.

In developing an expedited permitting process, the City shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.

A. An application that satisfies the information requirements in the checklist shall be deemed complete. Upon confirmation that the application and supporting documents are complete and meet the requirements of the checklist, and consistent with the ordinance, the City shall approve the application and issue all required permits.

B. Upon receipt of an incomplete application, the City shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to the City shall demonstrate compliance with the serving utility’s interconnection policies prior to approval.

C. The checklist and required permitting documentation shall be published on the City’s Web site. The Building Official shall allow for electronic submittal of a permit application and associated documentation pursuant to this Chapter and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant.

16.09.050 Technical Review

In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080, and provided in 16.09.030, Definitions.

16.09.060 Electrical Vehicle Charging Station Installation Requirements

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

Section 2. CEQA

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

Section 3. 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 4. 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 ____ day of _____, 2017 by the following vote:

AYES:

NOES:

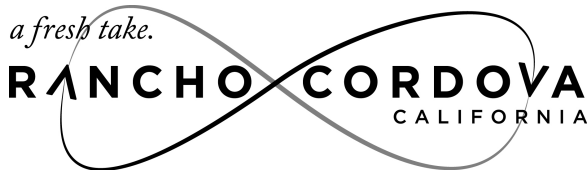
ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C. O. Lima, MMC, Interim City Clerk



BUILDING & SAFETY DIVISION
 2729 Prospect Park Drive | Rancho Cordova, CA 95670
 Phone: (916) 851-8760 | Fax: (916) 851-8762

Residential and Non-Residential Checklist for Permitting Electric Vehicles and Electric Vehicle Service Equipment (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit.

This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist and the accompanying permit application being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued, possibly including a Use Permit filed with the Planning Division.

This checklist substantially follows the “*Plug-In Electric Vehicle Infrastructure Permitting Checklist*” contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Job Address:	Permit No.
☐ Single-Family ☐ Multi-Family (Apartment) ☐ Multi-Family (Condominium) ☐ Commercial (Single Business) ☐ Commercial (Multi-Businesses) ☐ Mixed-Use ☐ Public Right-of-Way	
Location and Number of EVSE to be Installed: ☐ Garage _____ ☐ Parking Level(s) _____ ☐ Parking Lot _____ ☐ Street Curb _____	
Description of Work:	
Applicant Name:	
Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	
EVSE Charging Level: ☐ Level 1 (120V) ☐ Level 2 (240V) ☐ Level 3 (480V)	

Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: ☐ Wall Mount ☐ Pole Pedestal Mount ☐ Other _____	

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:
Connected Load of Existing Panel Supplying EVSE = _____ Amps
Calculated Load of Existing Panel Supplying EVSE = _____ Amps
Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps (Provide Demand Load Reading from Electric Utility)
Total Load (Existing plus EVSE Load) = _____ Amps
<i>For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" https://www.opr.ca.gov</i>

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum Ampacity of EVSE Conductor = # _____ AWG
For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil or - : Size of Existing Feeder Conductor Supplying EVSE Panel = # _____ AWG or kcmil (or Verify with Inspector in field)

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING SECTION 6.120.140 OF THE MUNICIPAL CODE RELATING TO THE METHOD OF GRAFFITI ABATEMENT

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

SECTION 1. Amendment of Municipal Code: Section 6.120.140 of the Rancho Cordova Municipal Code, entitled “Method of abatement,” within Chapter 6.120, “Graffiti Abatement,” of Title VI, “Health and Sanitation,” shall be amended to read as follows:

“6.120.140 Method of abatement.

Where graffiti is being abated by the repainting of the entire surface area upon which the graffiti exists and the property owner shall use paint that matches (to the greatest degree possible) the color of the original remaining portions of the structure being painted, or as otherwise approved by the city. Spot or patch painting of only the specific area where the graffiti is located shall be prohibited unless authorized by the city manager, or his or her designee. As it relates to a graffiti-attracting surface, a notice and order to abate may require, but shall not be limited to, any of the following modifications (or combinations thereof) to said building, structure, tree, shrub, sidewalk, curb, or vehicle (or the property on which said building, structure, tree, shrub, sidewalk, curb, or vehicle exists) as methods of abatement, the costs of which are to be borne by the property owner:

- A. Retrofitting of said surface or structure (at a cost not to exceed 10 percent of the assessed value of the property on which the nuisance exists, as indicated on the last equalized assessment roll of the Sacramento County assessor’s office);
- B. Application and/or use of anti-graffiti materials (such as anti-etching films or anti-graffiti paints), as approved by the city manager or his/her designee, to the surface or structure;
- C. Installation of landscaping as approved by the city manager or his/her designee, so as to screen or provide a barrier to the surface or structure; and
- D. Installation of additional lighting, as approved by the city manager or his/her designee.”

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. CEQA.

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

SECTION 4. 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 ____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci Lima, Interim City Clerk

2837884.3

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager



SUBJECT: RESOLUTION NO. 112-2017 AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 150-2015-1 WITH R3 CONSULTING GROUP INC. FOR ON-CALL SOLID WASTE CONSULTING SERVICES TO EXTEND THE TERM THROUGH SEPTEMBER 30, 2019 AND INCREASE THE CONTRACT BUDGET FROM \$170,000 TO \$430,000

RECOMMENDATION

Adopt Resolution No. 112-2017.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 112-2017 will authorize the City Manager to execute the first amendment to Contract No. 150-2015 with R3 Consulting Group Inc. for on-call solid waste consulting services to extend the term through September 30, 2019, and increase the contract budget from \$170,000 to \$430,000.

BACKGROUND

On January 1, 2016, the City and R3 Consulting Group Inc. executed Contract No. 150-2015 in the amount of \$170,000 to provide solid waste consulting services through December 31, 2017. The Scope of Work for this engagement includes on-call solid waste consulting services to assist staff with a variety of programs and requirements, including administration of the residential and commercial solid waste franchise agreements, preparation of various annual reports to CalRecycle, implementation assistance and monitoring for mandatory commercial recycling programs, implementation and management of the City Hall recycling demonstration project, public education and outreach assistance, grant administration, participation in regional meetings with other local agencies, and administration of the City's construction and demolition recycling ordinance.

In addition, AB 1826 requires certain commercial and multi-family properties to recycle organic materials including yard clippings and food scraps. This new law will impact several hundred businesses in Rancho Cordova over the next 18 months, and R3 Consulting Group will provide technical assistance and outreach services to assist with the implementation.

FISCAL IMPACT

Funding for this First Amendment is included in the City's currently approved Public Works Operating Budget.

ATTACHMENTS

1. Resolution No. 112-2017
2. Contract Amendment 150-2015-1
3. Exhibit A: Scope of Work and Compensation Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. 112-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
NO. 150-2015-1 WITH R3 CONSULTING GROUP INC. TO EXTEND THE TERM
THROUGH SEPTEMBER 30, 2019 AND INCREASE THE CONTRACT
BUDGET FROM \$170,000 TO \$430,000**

WHEREAS, the City and R3 Consulting Group Inc. executed Contract No. 150-2015 dated January 1, 2016 for on-call solid waste consulting services; and

WHEREAS, this first amendment to Contract No. 150-2015 extends the term through September 30, 2019 and increases the contract budget from \$170,000 to \$430,000; and

WHEREAS, Assembly Bill 1826 requires certain commercial and multi-family properties to recycle organic materials like yard clippings and food scraps; and

WHEREAS, the amendment will allow R3 Consulting Group to continue to provide on-call solid waste technical consulting services, and will assist the City on compliance with new laws and regulations pertaining to diversion of organic wastes generated at commercial and multi-family properties.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 150-2015-1 with R3 Consulting Group Inc. to increase the contract amount from \$170,000 to \$430,000 and to extend the contract term from December 31, 2017 to September 30, 2019 attached as **Exhibit 1**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of August, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C. O. Lima, MMC, Interim City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND R3 CONSULTING GROUP INC. FOR
ON-CALL SOLID WASTE CONSULTING SERVICES**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and R3 Consulting Group Inc. a ("Professional") as of October 1, 2017. City and Professional are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated January 1, 2016 for the purpose of providing on-call solid waste consulting services; and

WHEREAS, this Amendment increases the contract budget from \$170,000 to \$430,000 and extends the term through September 30, 2019; and

WHEREAS, Assembly Bill 1826 requires certain commercial and multi-family properties to recycle organic materials like yard clippings and food scraps; and

WHEREAS, this Amendment will allow Professional to continue to provide on-call solid waste consulting services to ensure regulatory compliance with new and existing laws and regulations; and

WHEREAS, this Amendment will allow Professional to monitor the performance of solid waste franchisees to ensure a high level of collection and recycling services for Rancho Cordova residents and businesses.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from December 31, 2017 to September 30, 2019. The first sentence of Section 1.1 of the PSA, "Term of Services" is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on September 30, 2019, thereby negating the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$85,000.00 per year, or \$170,000 for the contract term. The Parties agree to amend Section 2 of the PSA in order to increase the contract amount. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed four hundred and thirty thousand dollars (\$430,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Services and Compensation Schedule" attached hereto as Exhibit A, shall replace and supersede the PSA's Exhibit A.

4. The document entitled "Scope of Services and Compensation Schedule," attached hereto as **Exhibit A**, shall replace and supersede the PSA's **Exhibit B**.
5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
6. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
7. **Contract Administration.** This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to R3 Consulting Group shall be sent to:
 R3 Consulting Group, Attn: William Schoen
 1512 Eureka Rd, Suite 220
 Roseville, CA 95661
 Email Address (for Insurance Update Requests): wschoen@r3cgi.com

Any written notice to City shall be sent to:

City of Rancho Cordova
 Attn: Steve Harriman, Public Works Department
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

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

CITY OF RANCHO CORDOVA

R3 CONSULTING GROUP

Cyrus Abhar, City Manager

William Schoen, Principal

Date: _____

Date: _____

Attest:

Nanci Lima, MMC, Interim City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

August 3, 2017

Mr. Steve Harriman
Public Works Division Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Exhibit A: Proposal for On-Call Solid Waste Consulting Services

Dear Mr. Harriman:

R3 Consulting Group, Inc. (R3) is pleased to present this proposal to the City of Rancho Cordova (City) for On-Call Solid Waste Services (On-Call Services). The following tasks outline our proposed scope of work.

Scope of Work

This scope of work provides the City of Rancho Cordova (City) with ongoing solid waste services which may include, but are not be limited to, the sub-tasks set forth below. While the nature of on-call services makes it difficult to determine what services R3 may be asked to perform, we have prepared a scope of work based on our past and current work for the City which illustrates our understanding of the various services we may be asked to provide. R3 will provide any additional services not included in tasks below that are related to solid waste, as directed by the City. The specific tasks to be performed and the amount of time to be allocated to each task will be dependent on the requests of the City and the not-to-exceed budget.

Task 1 Commercial Hauler Monitoring

Task 1.1 Commercial Hauler Franchise Fee Payment Monitoring

R3 will review monthly Franchise Fee reports submitted to the City. R3 will perform the following financial review:

- § Verify that all haulers have submitted the required 10% Franchise Fees to the City within approximately thirty (30) calendar days of the end of each month;
- § Maintain a spreadsheet to track revenues, payments and deductions for each hauler, and distribute the spreadsheet to appropriate City staff;
- § Prepare letters for City signature to notify haulers of delinquent Franchise Fee payments; and
- § Administer the penalty process for late payments of Franchise Fees.

Task 1.2 Commercial Hauler Diversion Monitoring

The haulers are required to submit a report to the City on a quarterly basis showing material type, quantities, and locations of materials disposed and recycled. This is an integral component of the City's overall strategy to comply with the 50% diversion mandates of AB 939 and applicable diversion requirements in the City's Commercial Franchise Agreement. In addition, the haulers are required to submit an annual report to the City describing all outreach and education programs. R3 proposes to complete the following tasks regarding the quarterly diversion reports:

- § Verify receipt of a quarterly report from each hauler with a City Franchise Agreement within approximately thirty (30) days of the end of each quarter;

- § Review recycling, organic waste, and diversion data for reasonableness and consistency, and report any data irregularities to City staff for further review;
- § Prepare letters for City signature to notify haulers of delinquent Quarterly Tonnage Reports;
- § Administer the penalty process for late Quarterly Tonnage Reports; and
- § As necessary, perform random site visits to specific accounts to verify source separated collection of reported materials.

Task 1.3 Mandatory Commercial and Multi-Family Recycling Monitoring

R3 will monitor and manage the City's mandatory commercial and multi-family recycling programs. R3 will assist the City in complying with all AB 341 and AB 1826 requirements. R3 proposes to complete the following tasks regarding the mandatory commercial and multi-family recycling monitoring:

- § Provide follow-up reminders to haulers to remind them of upcoming Annual Plan and Annual Report due dates;
- § Review and approve commercial hauler Annual Plans and Annual Reports;
- § Verify receipt of Quarterly Business and Multi-Family Property Recycling Hauler Status Reports;
- § Review reports for completeness and accuracy;
- § Prepare letters for City signature to notify haulers of delinquent Quarterly Business and Multi-Family Property Recycling Hauler Status Reports; and
- § Administer the penalty process for late Quarterly Business and Multi-Family Property Recycling Hauler Status Reports.

Task 1.4 Facilitate Commercial Quarterly Meetings

In addition to the above three subtasks, we will coordinate with the City's franchised haulers that provide commercial curbside collection service (currently: Atlas Disposal, Republic Services, and Waste Management) on a quarterly basis in order to strengthen the working relationship and partnership between the City and companies, specifically to discuss each company's progress in achieving its Annual Plan, AB 341 program, AB 1826 program, and other current challenges and successes.

Task 1.5 AB 341 Tracking and Program Implementation

The State has set a goal of 75% recycling, composting, or source reduction of solid waste by 2020. Although the 75% goal is a State goal, not a jurisdictional mandate, the State has and will require local government to implement and manage new programs, as well as meet an annual requirement of 50% of diversion from disposal. Additionally, the State passed AB 341 in 2012 that requires businesses and multifamily residential properties ("covered generators") to subscribe to a recycling collection program.

Under this task, R3 will monitor new legislation and program requirements related to AB 341, as our budget permits. We will additionally follow-up with waste haulers regarding efforts made to:

1. Identify compliant and noncompliant covered generators; and
2. Provide education and outreach information to noncompliant covered generators.

Task 1.6 AB 1826 Tracking and Program Implementation

In 2016, the State passed a mandatory commercial organics recycling law (AB 1826) which requires businesses and multifamily residential properties ("covered generators") to subscribe to an organics recycling collection program. Under this task, R3 will monitor new legislation and program requirements related to AB 1826, as our budget permits.

1. Identify compliant and noncompliant covered generators and the methodology used for identifying such;
2. Provide education and outreach information to all covered generators; and
3. Provide education and outreach information to noncompliant covered generators with the goal of increasing compliance levels.

Task 2 Republic Services Contract Administration

R3 will assist the City in monitoring Republic Services' programs. For the monthly meeting with the hauler, we will prepare an agenda, which will include a review of data from the hauler's monthly reports, and a review of key contract compliance items for the month. R3 will act as City staff in ensuring that reports, Franchise Fees, and other deliverable requirements which are set forth in the contract are met. We will use a Contract Monitoring Schedule, which we will use at each monthly meeting, as appropriate.

Some of the items we identified in the City's Franchise Agreement that should be monitored and would be included in the Contract Monitoring Schedule are:

- § Monthly Franchise Fee payments;
- § Annual reports;
- § Annual rate adjustment information;
- § Vehicle registration, licensing and inspection;
- § Public education and outreach program requirements;
- § Insurance certificates and performance bond;
- § Liquidated damages for non-compliance; and
- § Compliance with the diversion requirement.

In addition, R3 will conduct analyses of hauler-provided diversion data to identify under-performing diversion sectors, or to discuss data anomalies. R3 uses this type of analysis conducted for other cities to identify and discuss programs that are under-performing, or to identify reporting errors that could subsequently be corrected.

Task 3 Preparing, Monitoring and Managing Grant Applications/Programs

R3 will assist the City by managing and administering current grant programs, and submitting reports to the grant agency. Such CalRecycle grants that R3 will assist with the completion, planning and spending of (which includes applications, annual reports, and other necessary grant components) include the City/County Payment Program Grant and the Used Oil Payment Program Grant. Any necessary meetings, site visits, or other efforts to be conducted as part of these grants may be conducted by R3.

Task 4 Construction and Demolition Debris (C&D)

R3 will assist the City in monitoring compliance with the City's Construction and Demolition Debris Reduction, Reuse and Recycling Ordinance and those portions of the California Green Building Standards Code (CALGreen) related to the disposal and diversion of C&D from covered projects. This will include the following tasks:

- § Assist City with managing the Waste Tracking online database and reporting program;
- § Review and approve waste management plans for covered projects;
- § Review and approve waste plans for covered projects;
- § Verify Waste Hauler Acknowledgement Form agreements with waste hauler;

- § Prepare letters for City signature to notify haulers and project applicants of incomplete or noncompliant Waste Management Plans;
- § Administer the penalty process for incomplete or noncompliant Waste Management Plans;
- § Analyze data and generate reports to be included in the annual report to CalRecycle;
- § Conduct trainings/meetings with waste hauler staff on how to appropriately use City's C&D system and Waste Tracking website; and
- § Provide City staff training for C&D program, as necessary.

Task 5 CalRecycle Electronic Annual Report Preparation, Form 303, and Local Enforcement Agency Coordination

R3 will prepare the AB 939 Electronic Annual Report (EAR) to describe the activities undertaken to maintain 50% diversion from disposal, such as with the following programs: those adopted in the City's Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), AB 341 Mandatory Commercial Recycling program(s), and AB 1826 Mandatory Commercial Organics Recycling program(s). The Annual Report is due on August 1 annually and will be completed by R3 with adequate time for the City's review and final submission.

We will also prepare the CalRecycle Form 303 to report HHW program information to the State. This report is due on October 1 annually and will be completed by R3 with adequate time for the City's review and final submission.

We will also coordinate City meetings with the Local Enforcement Agency (LEA), which typically occur annually or semi-annually. These meetings are an opportunity to discuss the City's EAR, among other reports and diversion initiatives, with the LEA. We will prepare any necessary handouts, presentations, binders, or other material that the City requests for distribution during these meetings.

Task 6 Attend SWWG and SWA Meetings

R3 will attend the monthly meetings of the Solid Waste Working Group ("SWWG") and the Sacramento Regional Solid Waste Authority ("SWA") on behalf of the City of Rancho Cordova to monitor regional solid waste issues.

Task 7 Joint SWA Audit

R3 will assist the City in performing the joint SWA hauler audit(s), if requested by the City, and will follow-up with waste haulers that are required to submit additional payment to the City if findings of the SWA audit determine such payment is due.

Task 8 Commercial Non-Exclusive Franchise Procurement Assistance

R3 will assist the City with any changes to its current Commercial Non-Exclusive Solid Waste and Recyclable Material Collection Franchise, in support of procuring commercial collection services after the current agreements expire on December 31, 2017. In addition to necessary revisions to the franchise agreement, this may also include revisions to quarterly reports, templates for the Annual Plan and Annual Report, commercial contract monitoring schedule, Application Packet, and other supplemental documents. This task may also include conducting meetings with commercial waste haulers to discuss potential changes to the commercial franchise agreement, as well as a review of Application Packets received.

Task 9 Disaster Debris Management Services

R3 will provide disaster debris management planning services, as requested by the City. This may include attending regional meetings to coordinate disaster debris removal and monitoring efforts with other local municipalities and/or the County of Sacramento; developing or implementing the City's Disaster Debris Management Plan (currently in draft form); training staff on disaster debris removal protocol; procurement services for disaster debris removal and monitoring, and other services.

Task 10 Mandatory Commercial Organics Recycling (AB 1826) Program Technical Assistance

R3 will coordinate with the City to develop an AC 1826 Program that fulfills State requirements regarding mandatory commercial organics recycling services for covered generators within the City. This program may include the following tasks:

- Identify covered generators under AB 1826 threshold requirements;
- Develop education and outreach material for distribution to covered generators;
- Make phone calls, send emails, and engage in other communication methods to covered generator owners/managers;
- Meet in-person with covered generator owners/managers to set up organics collection services (indoor and outdoor containers, education and outreach, staff training, etc.);
- Coordinate with local organizations to increase participation and subscription levels, such as with the Chamber of Commerce, Volunteers in Neighborhood Services, and others; and
- Report back to City staff on progress made and findings of the AB 1826 Program.

Compensation Schedule

We propose to provide the services identified in the above tasks on a time and material basis for a total cost not-to-exceed total budget of **\$260,000** through September 31, 2019.

Our 2018 Billing Schedule to be used for this engagement is provided below.

Table 1
Billing Rates

Billing Rates and Charges 2017	
R3 CONSULTING GROUP	
Category	Hourly Rate ¹
Principal / Project Director	\$190 per hour
Senior Project Manager	\$175 per hour
Project Manager	\$150 per hour
Senior Project Analyst	\$130 per hour
Project Analyst	\$120 per hour
Associate Analyst	\$100 per hour
Administrative Support	\$90 per hour
REIMBURSABLE COSTS (Included in hourly rates)	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	\$0.535 per mile
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

Payments

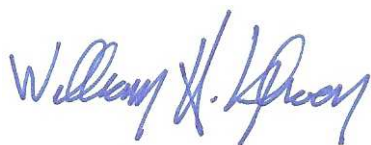
Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

* * * * *

We appreciate the opportunity to be of assistance to the City. If you have any questions regarding this submittal, please feel free to contact me by phone at (916) 782-7821 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP, INC.

A handwritten signature in blue ink, reading "William H. Schoen". The signature is written in a cursive, flowing style.

William Schoen | Principal

MEMORANDUM



DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Chris Boyer, Associate Engineer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$71,329.88 WITH CENTRAL VALLEY ENGINEERING AND ASPHALT, INC. AND TO INCREASE THE CONTRACT AMOUNT FROM \$817,429.79 TO \$888,759.67 FOR THE DOUGLAS ROAD/GRANT LINE ROAD SIGNALIZATION AND INTERSECTION IMPROVEMENTS PROJECT**

RECOMMENDATION

Adopt Resolution No. 114-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Change Order (CCO) No. 3 with Central Valley Engineering and Asphalt, Inc. in the amount of \$71,329.88 and to increase the contract amount from \$817,429.79 to \$888,759.67 for the Douglas Road/Grant Line Road Signalization and Intersection Improvements Project.

BACKGROUND

Council approved execution of Contract No. 20-2017 on April 17, 2017 for the Douglas Road/Grant Line Road Signalization and Intersection Improvements Project in the amount of \$764,000. The work includes construction of a new traffic signal, overlay of existing intersection pavement, new turn lanes, striping, and other incidental work as required. The project area is located at the Douglas Road and Grant Line Road intersection. The project will allow for safer traffic flow through this busy intersection.

Per Rancho Cordova Municipal Code, Section 3.60.110 (C), the City Manager has authority to approve change orders up to 10% of the original contract value. Two change orders were previously approved under the City Manager's signature authority for work, including additional fencing, storm drain repairs and signal pole modifications. The total value of change orders No. 1 and 2 was \$53,429.79, increasing the contract value to a current total to \$817,429.79.

Change order No. 3 is the subject of this staff report. It covers additional labor and materials to complete paving necessary to realign the crown of the roadway. The total value of this change order is \$71,329.88, which exceeds the City Manager's signature authority and requires City Council approval.

FISCAL IMPACT

There is no impact to the City's General Fund. If approved by Council, the additional funds would be paid through Traffic Impact Fees, which are collected through new development projects. The additional costs are covered under the existing project budget.

ATTACHMENTS

1. Contract Change Order No. 3
2. Resolution No. 114-2017

CITY OF RANCHO CORDOVA

RESOLUTION NO. 114-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 3 IN
THE AMOUNT OF \$71,329.88 WITH CENTRAL VALLEY ENGINEERING AND ASPHALT,
INC. AND TO INCREASE THE CONTRACT AMOUNT FROM \$817,429.79 TO \$888,759.67
FOR THE DOUGLAS ROAD/GRANT LINE ROAD SIGNALIZATION AND
INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, on April 17, 2017 the City awarded the Douglas Road/Grant Line Road Signalization and Intersection Improvements Project to the lowest responsible bidder, Central Valley Engineering and Asphalt, Inc., in the amount of \$764,000 (Contract No. 20-2017); and

WHEREAS, City Staff, per authority in the Municipal Code, previously approved Contract Change Orders No. 1 and 2 in the total amount of \$53,429.79 and increased the construction contract to \$817,429.79; and

WHEREAS, it is necessary to modify the plans and specifications with Change Order No. 3 in the amount of \$71,329.88 and increase the total construction contract amount to \$888,759.67; and

WHEREAS, the work includes construction of a new traffic signal, overlay of existing intersection pavement, new turn lanes, striping, and other incidental work as required at the Douglas Road and Grant Line Road intersection; and

WHEREAS, Change Order No.3 exceeds the amount the City Manager is authorized to approve; and

WHEREAS, the additional requested funding is available through 2017/2018 Traffic Impact Fees; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act as part of the City's Capital Improvement Plan via Council approval of Resolution No. 100-2015 on August 3, 2015 and is exempt from further review.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Change Order No. 3 to Contract 20-2017 with Central Valley Engineering and Asphalt, Inc. in the amount of \$71,329.88 and to increase the contract from \$817,429.79 to \$888,759.67 for the Douglas Road/Grant Line Road Signalization and Intersection Improvements Project.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of August, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Nanci C. O. Lima, MMC, Interim City Clerk

ATTACHMENT 1

Project Name:
**Douglas Rd. At Grant Line Rd.
 Signalization and Intersection
 Improvement Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 3

Sheet 1 of 1
 City Contract No. 44-2017

To: **Central Valley Engineering and Asphalt**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Adjustment of Bid Item Quantities – The following bid item quantities are adjusted based on actual field measurements. It also includes extra work paid at bid item unit prices.

INCREASE: \$71,329.88

Bl#3 Temporary Fence (Type ESA): (126lf) x \$13.00/lf = (\$1,638.00)
 Bl#5 Roadway Excavation Contingency: (500cy) x \$14.11/cy = (\$7,055.00)
 Bl#7 Cold Plane AC Paving: 2,023sf x \$1.75/sf = \$3,540.25
 Bl#8 Asphalt Concrete: 861 tons x \$88.83 = \$76,482.63

Contract Summation:		Total Cost of Change:	\$71,329.88
Original Contract: \$764,000.00	Total Change Orders: \$124,759.67	New Contract Cost Total:	\$888,759.67

By reason of this order the time of completion will be adjusted as follows: **0 working days**

Submitted by: _____	Construction Manager/Resident Engineer City of Rancho Cordova	Date: _____
Recommend Approval by: _____	Project Manager City of Rancho Cordova	Date: _____
Approved by: _____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____ Contractor: _____

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: *Contractor*
 City Clerk
 Copies to: *Resident Engineer*
 City Project Manager

 City Manager or Designee
 City of Rancho Cordova

 Date

ATTACHMENT 1

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE JURISDICTION OF THE CITY OF RANCHO CORDOVA IN THE CMFA OPEN PACE PROGRAM; AUTHORIZING THE CMFA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY OF RANCHO CORDOVA, AND AUTHORIZE RELATED ACTIONS

RECOMMENDATION

Adopt Resolution 115-2017

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow property owners within the City of Rancho Cordova (the "City") to voluntarily participate in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program; Authorizes the CMFA to accept applications from property owners; conduct contractual assessment proceedings and levy contractual assessments within the City and authorizes related actions.

BACKGROUND

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 230 municipalities, including the City of Rancho Cordova, have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; and Structured Finance Associates, LLC; are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan

is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE has been a very successful financing tool in California. PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

The City of Rancho Cordova has decided to provide an open market structure for PACE program(s) within Rancho Cordova rather than limiting the market to a single PACE program. The open market allows property owners to research multiple programs to determine which program works best for them based on their individual circumstances. To date, the City of Rancho Cordova has approved five PACE programs; CaliforniaFIRST, California PACE, HERO, Ygrene and the CSCDA Open Pace Program.

The proposed resolution will add another option for residents by enabling owners of residential and commercial property within the City to apply for CMFA Open PACE programs. CMFA, not the city, will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing limited obligation bonds, notes or other forms of indebtedness to fund approved projects and taking remedial actions in the event of delinquent assessment payments.

FISCAL IMPACT

None; The City is not obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion of the issuance fee will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City.

ATTACHMENT(S)

1. Resolution 115-2017

CITY OF RANCHO CORDOVA

RESOLUTION NO. 115-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE
CITY IN CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS;
AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT
PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF
THE CITY; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Municipal Finance Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Rancho Cordova (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; and Structured Finance Associates, LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies

in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Mayor or City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Sr. Finance Analyst.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C. O. Lima, MMC, City Clerk

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager
Kim Juran-Karageorgiou, Administrative Services Director

SUBJECT: Resolution Authorizing the City Manager to Execute the Second Restated Grant Agreement Between the City of Rancho Cordova and the Cordova Community Council Foundation



RECOMMENDATION

It is recommended that the City Council adopt resolution XX-2017 authorizing the City Manager to execute the Second Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation

RESULT OF RECOMMENDED ACTION

The City will make funds available to the Cordova Community Council for a three-year renewal of a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.

BACKGROUND

Since 2007, the City has given grant funds to the Cordova Community Council Foundation (CCCF) for the purpose of creating a professionally managed umbrella organization for Rancho Cordova non-profit organizations. The goal for strengthening the 50+ year old Community Council has always been to build capacity for volunteer management, fund-raising and community event support as a much-valued and necessary contributor to one aspect of a healthy, newly incorporated city. Over the past ten years, support for the CCCF has been given in a series of three year grants, with the last one concluding June 30, 2017. The cumulative total of all grant funds to date is \$3,234,392, not including separate awards granted through the City's Community Enhancement Fund process.

The City Council has continued to support the work of the CCCF and has indicated its desire to continue providing grants to ensure the continuation of key city events including Fourth of July, IFest, and Kids Day in the Park. Without the financial support of the City, CCCF would be unable to sustain these community events. The proposed three year agreement would include the following terms in line with the prior grant agreement:

- A three year term to June 30, 2020 of grant amounts at \$480,000 annually (as anticipated in the 2017-19 Budget)
- Language updates to the expected outcomes to ensure continuation of current community events in addition to overseeing the Memorial Day and Veteran's Day events

- Added language regarding compliance with all laws and regulations consistent with the City's other large contracts and grants
- Added language requiring the submission of an annual budget detailing how City grant funds will be utilized that year

All funds received under the terms of this agreement will be available for operational purposes.

ATTACHMENT(S)

- 1) Resolution 117-2017
- 2) Draft Contract

CITY OF RANCHO CORDOVA

RESOLUTION NO. 117-2017

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND
RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND THE CORDOVA COMMUNITY COUNCIL**

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, a Second Amendment to the First Restated Grant Agreement on July 1, 2012, and a Third Amendment to the First Restated Grant Agreement on July 1, 2013 for the purpose of providing community capacity-building services; and

WHEREAS, this Second Restated Grant Agreement will allow a continuation of civic engagement, community event support and volunteer management and allow the professionally managed organization to focus on maintaining the level and quality of community events and support that Rancho Cordovans have come to enjoy and the City desires to continue; and

WHEREAS, the City has approved \$480,000 in annual funding in the fiscal years 2017-18 and 2018-19 through the Adopted Budget, and anticipates approving \$480,000 for the fiscal year 2019-20 for the purposes of this grant; and

WHEREAS, the Parties desire to clarify expectations with this Second Restated Agreement, including those within the "Outcomes" section of the Agreement related to Grantee's performance and reporting requirements; and

WHEREAS, the Parties agree this Second Restated Grant Agreement is necessary in order for the City to continue receiving services by Grantee.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the Second Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of August, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C. O. Lima, MMC, Interim City Clerk

SECOND RESTATED GRANT AGREEMENT

This Second Restated Grant Agreement (“Second Restated Agreement” or “Agreement”) between the City of Rancho Cordova, a California municipal corporation (“City”) and the Cordova Community Council Foundation, a California public benefit corporation, (“Grantee”) entered into on this 1st day of July, 2017, replaces and supersedes in its entirety the Grant Agreement effective July 1, 2007, the First Amendment to the Grant Agreement dated September 17, 2007, the First Restated Grant Agreement dated July 1, 2008, and the three (3) subsequent amendments thereto dated July 1, 2010, July 1, 2012, and July 2, 2013.

RECITALS

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, a Second Amendment to the First Restated Grant Agreement on July 1, 2012, and a Third Amendment to the First Restated Grant Agreement on July 1, 2013, for the purpose of providing community capacity-building services; and

WHEREAS, this Second Restated Agreement will allow a continuation of civic engagement, community event support, volunteer management, and allow the professionally managed organization to focus on maintaining the level and quality of community events and support that Rancho Cordovans have come to enjoy and the City desires to continue; and

WHEREAS, the City Council has approved Four Hundred and Eighty Thousand Dollars (\$480,000) in funding for Grantee in fiscal year 2017-2018, and Four Hundred and Eighty Thousand Dollars (\$480,000) in fiscal year 2018-2019 (through adoption of the two-year Budget), and anticipates approving Four Hundred and Eighty Thousand Dollars (\$480,000) for fiscal year 2019-2020; and

WHEREAS, the Parties desire to clarify expectations with this Second Restated Agreement, including those within the “Outcomes” section of the Agreement related to Grantee’s performance and reporting requirements; and

WHEREAS, the Parties agree this Second Restated Grant Agreement is necessary in order for the City to continue receiving services by Grantee.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the City and the Grantee agree as follows:

AGREEMENT

ARTICLE I. City Requirements.

The Grantee agrees to comply with the following requirements:

July 1, 2017

- A. The Grantee will only use grant funds for outcomes described in Article V of this Second Restated Agreement. A work program to deliver outcomes shall be presented to the City Manager for his review, comment, and possible modification and approval before payments are authorized. By October 31st of each fiscal year, Grantee shall provide a complete budget to the City regarding how all funds will be spent for that fiscal year.
- B. To address the City's fiduciary responsibility regarding the grant funds, Grantee will continue to maintain tax-exempt status and operate using appropriate internal controls and generally accepted accounting principles ("GAAP"). Grantee shall give City access to financial records for examination purposes on an as-needed basis.
- C. Grantee will provide an annual financial statement (unaudited is acceptable), to the City's Finance Director, for the Cordova Community Council Foundation, as a whole within ninety (90) days of the end of the Grantee's fiscal year.
- D. Grantee is entitled to use the Community Board Room and the American River Rooms (both located on the first floor of Rancho Cordova City Hall) at no additional cost for twelve (12) hours per month. The rooms will be scheduled in advance according to City's scheduling policies. For use of the Community Board Room or American River Rooms in excess of twelve (12) hours per month, Grantee shall be charged City's customary rates for a nonprofit/community-based organization. Grantee shall provide City with a schedule indicating the dates and times of Grantee's standing meetings; however, Grantee acknowledges that the needs of the City shall take precedence in the scheduling of the rooms.
- E. Grantee will provide one (1) seat on the Grantee's Board of Directors to be filled or vacated at the direction of the City Manager. This Board member shall exercise his/her own judgment and discretion as a volunteer in serving the Community Council Foundation, and shall not perform his/her services to the Community Council Foundation under the direction of the City Manager as an employee of the City.
- F. Grantee is also entitled to continue being housed as a sub-lessee with free rent in City Hall's leasable space occupied by the Rancho Cordova Chamber of Commerce. The in-kind value of that space at the current lease rate is approximately Thirty Six Thousand Dollars (\$36,000) annually.
- G. Grantee will annually provide City with unlimited complimentary seats at the monthly Rancho Cordova Luncheon.

ARTICLE II. Payment of Grant Funds

- A. Grant funds will be paid in equal quarterly amounts upon submission and approval by the City of Grantee's Progress Reports described in Article III. Compliance with all other provisions of this Second Restated Agreement is also required in order for Grantee to receive payment of Grant funds.

ARTICLE III. Progress Reports.

- A. The Grantee shall submit to the City's Grant Officer a progress report every three (3) months after the effective date of the Second Restated Agreement. Progress reports will be due by the last day of the month following the end of each quarter, i.e. progress report for work and expenses July through September will be due by October 31, October through December will be due by January 31, etc.
- B. Progress reports shall consist of (1) a one-page narrative of work accomplished during the reporting period, and (2) a completed Financial Status Report in a format determined by the City Manager or Finance Director. City may require additional information or increased frequency of reporting to address the conditions and deliverables as described in Article V.
- C. Progress reports must include a comparison of actual accomplishments to the objectives indicated in this restated Agreement, as well as the work program to be approved by the City Manager. Reports must include reasons for slippage if established objectives were not met. A goal of this agreement is to foster civic engagement among additional groups in the community, including newcomer groups. Progress reports should reflect efforts in this area.
- D. Before the City pays grant draw downs, the Grantee will submit progress reports. The City retains the authorization and discretion to delay or deny payment if progress reports are incomplete, do not reflect substantial progress toward delivery of outcomes, or demonstrate that funds were used for activities other than those covered in Article V.

ARTICLE IV. Default

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, noncompliance with legislative, regulatory, or other requirements applicable to this Agreement, any other breach of this Agreement, or any misrepresentation in the proposal submission.

ARTICLE V. Additional Provisions

- A. Project Description. This is a community capacity-building project characterized by the expected outcomes listed in Section C below, to be further defined by the work program described in Article I, Section A.
- B. Changes or Clarification to the Proposal Related to Participating Parties:

The Grantee may elect to sub-contract a portion of this grant in order to accomplish the goals of the grant and deliver services or products.
- C. Outcomes. Grantee's activities will deliver the following outcomes during the four years of the Agreement:

- Provide leadership and assist with ad hoc community pride and outreach partnerships as appropriate and timely for community projects championed by the City.
- Provide advice and support to local nonprofit organizations, i.e., fiscal agent services under certain mutually agreeable circumstances; grant application consultation; meeting room space when available; professional assistance and advice on nonprofit operations;
- Assistance in the formation and maintenance of volunteer councils as appropriate in order to facilitate communication between the community and the City and grow the capacity of volunteer activity;
- Support and grow the rich and diverse culture of the community through activities which support the appreciation of history, arts and culture;
- Support and provide leadership for collaborative approaches to event presentation in the community;
- Be responsible for scheduling a diverse representation of leaders from the faith community to offer the invocation at City Council meetings; and
- Provide leadership, implementation and organize volunteer participation to nurture and sustain current citywide events, including but not limited to:
 - › Annual Volunteer Awards event to honor exceptional volunteers
 - › Kids' Day in the Park
 - › iFest International Festival
 - › Memorial Day observance
 - › Fourth of July activities, including parade, festival and fireworks
 - › Rancho Cordova State of the City observance
 - › Veterans Day observance
 - › Community Christmas Tree Lighting Ceremony

ARTICLE VI: Term and Funding.

The term of this Agreement is from July 1, 2017 through June 30, 2020, in order to accomplish continuity and stability of year-round community events. Subject to the provisions of the Agreement and City Council approval during the budget approval process, the City will make grant funds available to Grantee for operational expenses for the purpose of delivering outcomes in the form of services and products as follows:

A. Year 1 (FY 2017-2018): \$480,000 in grant funds will be made available to the Grantee from July 1, 2017 through June 30, 2018.

B. Year 2 (FY 2018-2019): \$480,000 in grant funds will be made available to the Grantee from July 1, 2018 through June 30, 2019.

C. Year 3 (FY 2019-2020): \$480,000 in grant funds will be made available to the Grantee from July 1, 2019 through June 30, 2020.

The above amounts are subject to the City's budget approval process and as such, may be amended by a majority of the Council during the budget approval and amendments process.

In witness whereof, the Parties have executed this restated Grant Agreement as of the effective date first written above.

**CORDOVA COMMUNITY COUNCIL
FOUNDATION (GRANTEE)**, a California
public benefit corporation

By:
Its:

CITY OF RANCHO CORDOVA, a
California municipal corporation

By: Cyrus Abhar
Its: City Manager

ATTEST:

By: Nanci Lima
Its: Interim City Clerk, MCM

APPROVED AS TO FORM:

By: Adam U. Lindgren
Its: City Attorney

July 1, 2017

AGENDA ITEM 9.9

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$42,300.50 WITH SIERRA NATIONAL CONSTRUCTION, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$1,679,727.99 TO \$1,722,028.49 FOR THE RANCHO CORDOVA ELEMENTARY SCHOOL BICYCLE AND PEDESTRIAN PROJECT**



RECOMMENDATION

Adopt Resolution No. 106-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Change Order (CCO) No. 3 in the amount of \$42,300.50 with Sierra National Construction, Inc. to increase the contract amount from \$1,679,727.99 to \$1,722,028.49 for construction of the Rancho Cordova Elementary School Bicycle and Pedestrian Project.

BACKGROUND

Council approved execution of Contract No. 164-2016 on November 7, 2016 for the Rancho Cordova Elementary School Bicycle and Pedestrian Project in the amount of \$1,527,570.00. The work includes construction of new sidewalk and sidewalk ramps, landscape modification to Federspiel Park and Rancho Cordova Elementary School, removal and replacement of curb, gutter, sidewalk, driveways, drainage improvements, thermoplastic striping and markings along designated areas of Chassella Way, Pedro Way, Furmint Way, Sarda Way and Malvasia Way. The project provides new and safer pathways for parents and children to walk and bike to school.

Per Rancho Cordova Municipal Code Section 3.60.110 C, the City Manager has the authority to approve contract change orders (CCOs) up to 10% of the original contract value. Two change orders were previously approved under the City Manager's signature authority for work including modifying frontage improvements to Federspiel Park and Rancho Cordova Elementary School, added curb, gutter, sidewalk, and additional driveway improvements. The total value of CCOs No. 1 and 2 was \$152,157.99, increasing the contract value to a current total of \$1,679,727.99.

CCO No. 3 is the subject of this staff report. CCO No. 3 will cover the cost associated with placement of Type 2 Slurry Seal at four intersections on Chassella Way, from Pedro Way to

Malvasia Drive, added striping, extra fence work, and for adjustment in the bid item quantities to the actual quantities installed during construction. The value of CCO No. 3 is \$42,300.50, and approval exceeds the City Manager's signature authority.

FISCAL IMPACT

There is no impact to City's General Fund. If approved by Council, the additional funds would be paid through Federal Grants and 2016/17 Measure H Community Enhancement Fund money. The additional costs are covered under the existing project budget.

ATTACHMENTS

1. Contract Change Order No. 3
2. Resolution No. 106-2017

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2017

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 3
IN THE AMOUNT OF \$42,300.50 WITH SIERRA NATIONAL CONSTRUCTION, INC. TO
INCREASE THE CONTRACT AMOUNT FROM \$1,679,727.99 TO \$1,722,028.49 FOR THE
RANCHO CORDOVA ELEMENTARY SCHOOL BICYCLE AND PEDESTRIAN PROJECT**

WHEREAS, on November 7, 2017 the City awarded the Rancho Cordova Elementary School Bicycle and Pedestrian Project to the lowest responsive bidder, Sierra National Construction, Inc., in the amount of \$1,527,570.00 (Contract 164-2016); and

WHEREAS, previously approved Contract Change Orders No. 1 and 2 in the total amount of \$152,157.99 increased the construction contract to \$1,679,727.99; and

WHEREAS, it will be necessary to modify the plans and specifications with contract change order No. 3 in the total amount of \$42,300.50 and increase the construction contract to \$1,722,028.49; and

WHEREAS, Contract Change Order No. 3 includes placement of Type 2 Slurry Seal at four intersections on Chassella Way, from Pedro Way to Malvasia Drive, added striping, extra fence work, and adjustment in the bid item quantities to the actual quantities installed during construction; and

WHEREAS, Contract Change Order No. 3 exceeds the amount the City Manager is authorized to approve; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act as part of the City's Capital Improvement Plan via Council approval of Resolution 100-2015 on August 3, 2015 and is exempt from further review.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager execute contract change order No. 3 with Sierra National Construction, Inc. in the amount of \$42,300.50 to increase the contract amount from \$1,679,727.99 to \$1,722,028.49 for the Rancho Cordova Elementary School Bicycle and Pedestrian Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of August, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Nanci C. O. Lima, MMC, Interim City Clerk

Project Name:
**Rancho Cordova Elementary
 School Bicycle and Pedestrian
 Improvement Project**

CITY OF RANCHO CORDOVA

Contract Change Order No. 3

Sheet 1 of 2
 City Contract No. 164-2016

To: **Sierra National Construction** You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Extra Work at Agreed Lump Sum

Place Type 2 Slurry at four intersections (Pedro, Ribier, Aramon, Malvasia) on Chassella. Work includes temporary striping/legends and additional mobilization and traffic control.

INCREASE: \$21,882.00

Contractor directed to place 22 EA Sharrows per MUTCD and at locations determined by Engineer.

INCREASE: \$5,659.50

Time Extension of 15 working days is granted for the extra work.

Extra Work at Force Account

Contractor directed to perform additional chain link fence work at 2601 Furmint.

INCREASE: \$724.00

Adjustment of Bid Item Quantity

The following bid items have been adjusted to reflect actual quantities measured in the field.

INCREASE: \$14,035.00

BI#B3 – Roadway Excavation: 62cy x \$95/cy = \$5,890.00

BI#B4 – Class 2 Aggregate Base: 31cy x \$145/cy = \$4,495.00

BI#B9 – PCC (Curb and Gutter): 5cy x \$730/cy = \$3,650.00

Total Cost of Change: \$42,300.50

Contract Summation:

Original Contract:	\$1,527,570.00	Total Change Orders:	\$194,458.49	New Contract Cost Total:	\$1,722,028.49
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By reason of this order the time of completion will be adjusted as follows: **15 working days**

Submitted by:	_____	Construction Manager/Resident Engineer City of Rancho Cordova	Date: _____
Recommend Approval by:	_____	Project Manager City of Rancho Cordova	Date: _____
Approved by:	_____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____ Contractor: _____

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original *Contractor*
to: *City Clerk*

Copies *Resident Engineer*
to: *City Project Manager*

City Manager or Designee
City of Rancho Cordova

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



SUBJECT: SUPERIOR SELF-STORAGE MAJOR DESIGN REVIEW PERMIT AND ADJUSTMENT; PROJECT NO. DD9699 – LOCATED AT THE NORTHEAST CORNER OF SUNRISE BOULEVARD AND MECHANICAL DRIVE.

PROPERTY OWNER: Darin Moore 3379 Sunrise Boulevard Rancho Cordova, CA 95742	APPLICANT/DEVELOPER: Kirra Moore 3379 Sunrise Boulevard Rancho Cordova, CA 95742
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting a Major Design Review and Adjustment for four self-storage one-story buildings with a caretaker apartment and office totaling 112,428 square feet. DD9699 Northeast corner of Sunrise Boulevard and Mechanical Drive 072-0510-017 June Cowles, Senior Planner
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RECOMMENDATION

Adopt Resolution 116-2017.

RESULT OF RECOMMENDED ACTION

Approval of Resolution 116-2017 would allow construction of four, one-story self-storage buildings, totaling 112,428 square feet. The proposal also includes a two-story caretaker apartment and an office, with supporting parking, lighting, and landscaping. The proposed project is located on the northeast corner of Sunrise Boulevard and Mechanical Drive. The requested Adjustment would allow for a 22 percent reduction of the required parking.

EXISTING SITE CONDITIONS:

The 4.99 acre project site is generally flat and includes nonnative grass and shrubs. The property has access on Sunrise Boulevard and Luyung Drive. Sunrise Boulevard is a six-lane thoroughfare road with sidewalk, curb, and gutter and a landscape median and Luyung Drive is a two-lane road with sidewalk, curb and gutter. **Figure 1 and 2: Existing Conditions.**

Figure 1: Project Site (Existing Conditions)



**Figure 2: Existing Conditions
(Picture from Sunrise Boulevard)**



(Picture from Luyung Drive)

**Surrounding Land Use:**

The following Table provides the current use, General Plan/Community Plan, and zoning.

Table 1: Surrounding Designations and Existing Uses and Figure 3: Zoning Map.**Table 1: Surrounding Designations and Existing Uses**

Location	Existing Use	General Plan Designation	Zoning Designation
Northeast corner of Sunrise Blvd and Mechanical Dr.	Undeveloped land	Sunrise Boulevard South Planning Area	Light Industrial (M-1) and Heavy Industrial (M-2)
North	Existing Industrial (JL Haley Enterprises)	Sunrise Boulevard South Planning Area	Heavy Industrial (M-2)
East	Undeveloped land	Sunrise Boulevard South Planning Area	Light Industrial (M-1) and Heavy Industrial (M-2)
South	Undeveloped land.	Sunrise Boulevard South Planning Area	Light Industrial (M-1)
West	Retail/Warehouse Business (Clark's Snow Sports, Auto Parts and Tire Business, and Recycling Business)	Sunrise Boulevard South Planning Area	Light Industrial (M-1) and Heavy Industrial (M-2)

Figure 3: Zoning Map

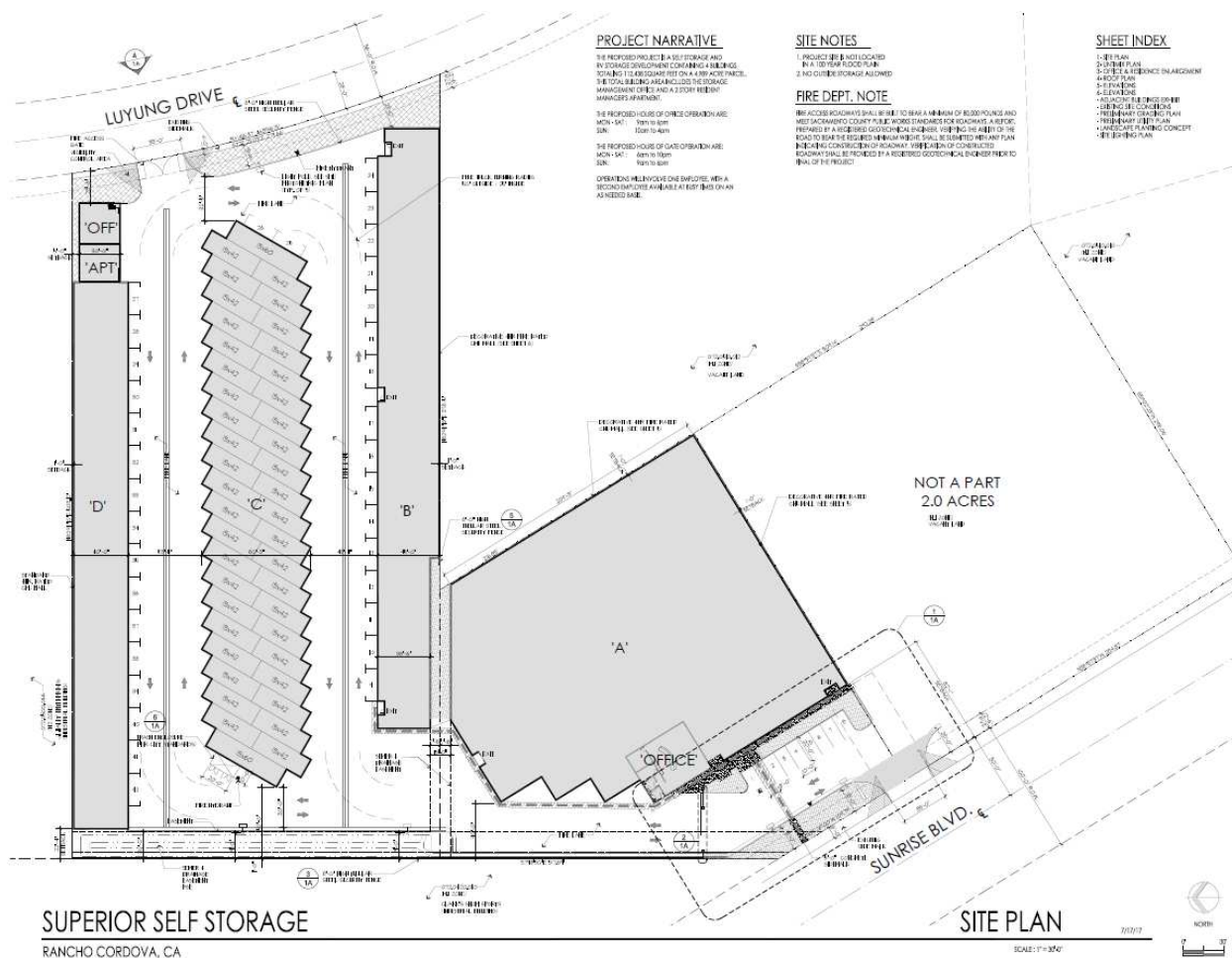


PROJECT DESCRIPTION:

The applicant is requesting a Major Design Review and Adjustment for four, one-story self-storage buildings, with a two-story caretaker apartment and garage totaling 112,428 square feet. The adjustment request is to reduce the required parking by 22 percent. Site access will be at two locations; on Luyung Drive and a shared access driveway on Sunrise Boulevard.

(Figure 4: Proposed Site Plan). The project also includes parking, lighting and landscaping.

Figure 4: Proposed Site Plan



The four self-storage buildings include different types and sizes of storage as follows:

Table 2: Storage Building Type and Size

Building	Storage Type	Square Feet
A	Main public lobby and office with roll-up door access storage from the north side and one from the west side of the building, inside storage compartments ranging in size.	47,655
B	Roll-up door access storage from the north side of the building with inside storage compartments along the south portion of the building	18,736
C	Recreational vehicle or general items roll-up door access storage, access from the south and north sides of the building.	26,260
D	Recreational vehicle or general items roll-up access storage from the south side of the building.	14,689
D	Caretaker apartment and garage (two-story)	3,088

ANALYSIS

The proposal contains the following entitlements that will be analyzed individually as follows; Major Design Review and Adjustment.

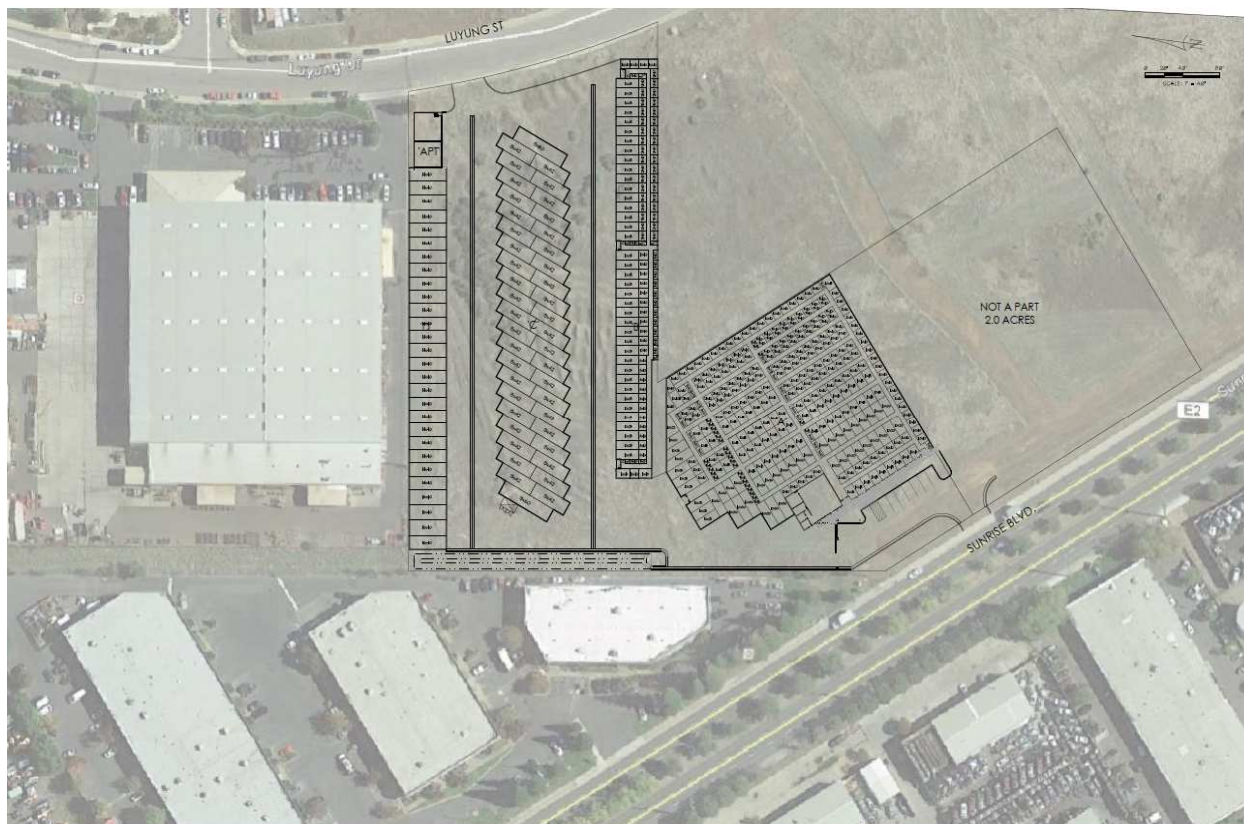
A Major Design Review Permit (Zoning Code section 23.141) is required to ensure compatibility and implementation of development standards.

MAJOR DESIGN REVIEW:

Site Plan Layout:

The site plan layout includes four, one-story self-storage buildings, with a two-story caretaker apartment and a garage below, parking areas, lighting, and landscaping. Building A faces Sunrise Boulevard and will serve as the main public lobby and entrance. The right-in right-out driveway on Sunrise Boulevard is a shared access driveway with the undeveloped property to the south and includes a stamped colored concrete design at the driveway entrance. The proposed site plan includes eight public parking spaces in front of building A with a six-foot wide pedestrian walk, a bike rack, flag pole, and landscaping. The site will be enclosed by an eight-foot high open view tubular steel fence and the storage building that line the property line. Access gates are located in front of building A and at the Luyung Drive entrance. Building B, C, and D will be accessed from the secured interior area. The project does not include outside storage as stated on the plans and condition of approval #10. The caretaker apartment is located at the end of building D adjacent to the Luyung Drive entrance. An adjacent building exhibit shows the proposed project in relation to the surrounding area. **Figure 5: Adjacent Building Exhibit.**

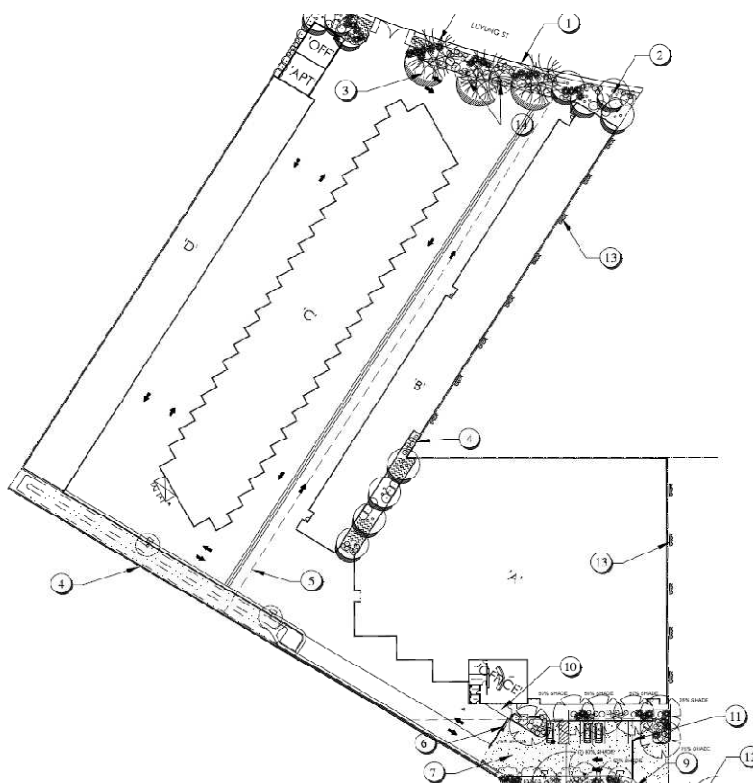
Figure 5: Adjacent Building Exhibit



Landscaping:

The proposed landscaping includes shade trees, shrubs, and groundcover. Landscaping is located along Sunrise Boulevard and Luyung Drive, the public parking area, and between building A and B, and vines on every other trellis along Building A, and is consistent with the Zoning Ordinance landscape requirements. **Figure 6: Landscape Plan.**

Figure 6: Landscape Plan



Traffic and Access:

As stated earlier, primary access to the site will be achieved through the right-in and right-out driveway on Sunrise Boulevard. The secondary access drive on Luyung Drive includes a security gate and will be for customers that lease storage space. The applicant provided a trip generation analysis that indicates traffic impacts on the existing street system will be a less than significant impact, as the self-storage facility will not generate traffic increases during peak hours. **See Attachment 2: Traffic and Parking Demand Analysis.**

Architecture:

The proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the surrounding buildings. Building A faces Sunrise Boulevard and serves as the main public entrance. To break up the massing of the façade, Building A includes large glass windows along the front elevation with a green metal band, and a horizontal canopy over the entrance area. The building roofline is capped with a cornice and has varying eave line heights above the entrance and southern corner. In order to accommodate the property shape, the northern portion of building A is stepped back from the

building entrance. **Figure 7: Building A Front Elevation.** Metal trellises are located along the building A southeast elevation and building B south elevation to break up the long wall. These elevations with the trellises face an undeveloped site and it is unknown at this time when the site to the south and east will develop and the location of future buildings that may or may not block the view of the elevations. Therefore, the metal trellises provide visual interest but can be removed if warranted in the future depending on how the site to the south and east are developed. **Figure 8: Building A Southeast Elevation.** The building facades include a dark color split-face block along the bottom and a lighter brown split-face block along the top of the building. Buildings B, C, and D are interior to the site and are generally not visible from Sunrise Boulevard due to the existing buildings and landscaping to the north and west. **Figure 10 and 11: Buildings B, C, and D.**

Figure 7: Building A / Front Elevation facing Sunrise Blvd



Figure 8: Building A / Southeast Elevation

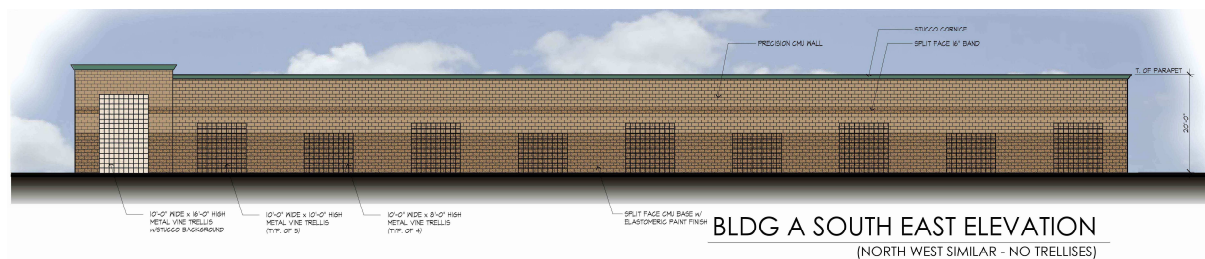


Figure 9: Building A / Northwest Elevation

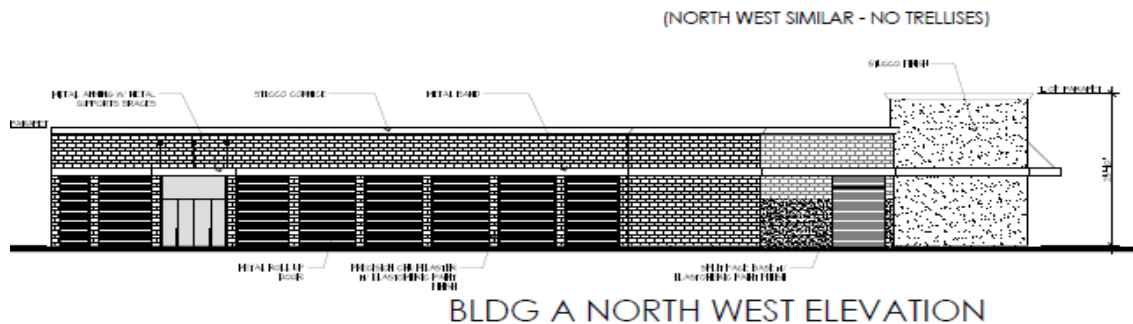


Figure 10: Building B, C, and D East Color Elevations

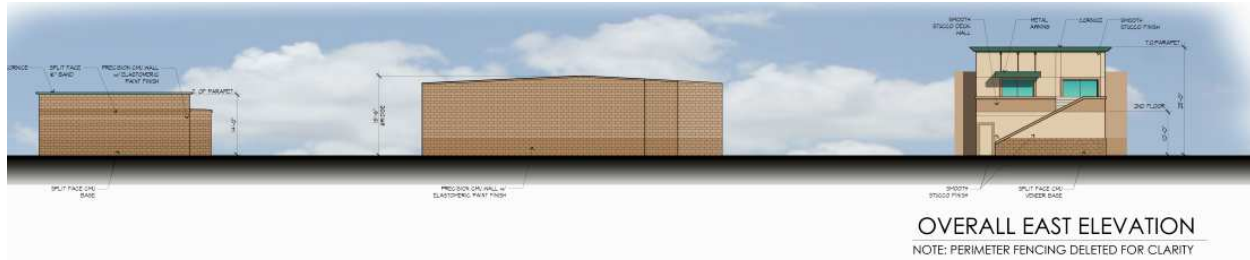
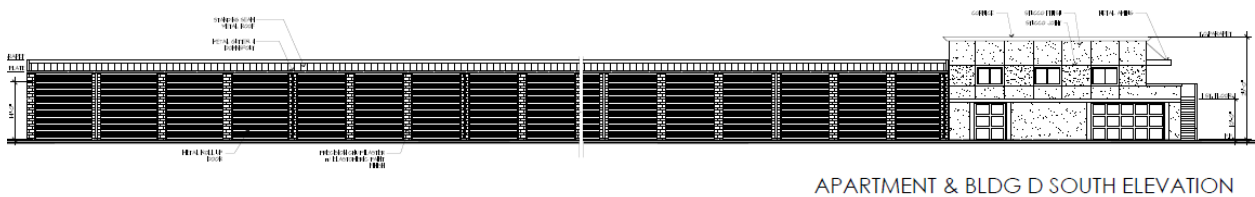
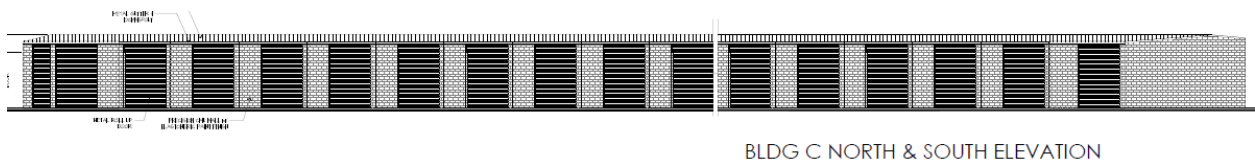
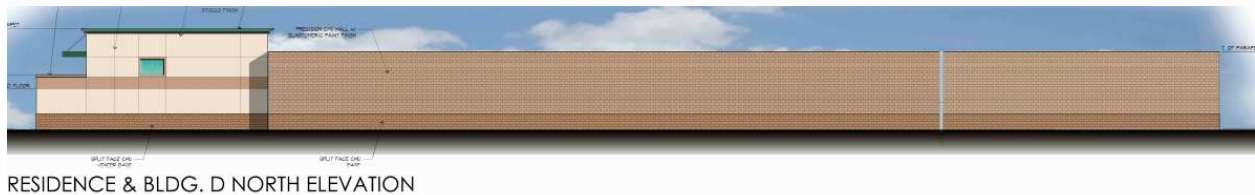
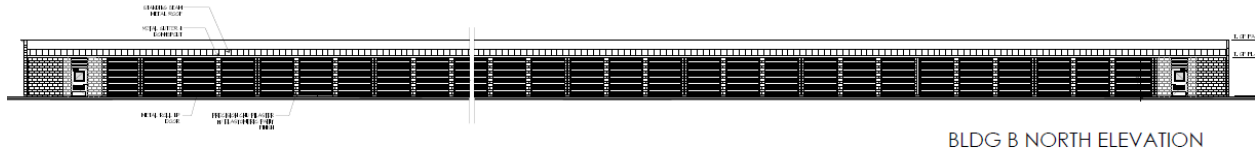


Figure 11: Buildings B, C, and D Elevations



City Design Guidelines

The proposed project has been reviewed in accordance with City Design Guidelines. The project is consistent with the City Design Guidelines based on the criteria below.

- There are multiple façade projections and parapet heights to provide relief. Dark color split-face block defines the “base” of the building with lighter color material on the top of the building.
- Building A will have a defined entrance facing Sunrise Boulevard and will include large glass windows and a horizontal canopy with a defined roof line cap that includes a cornice and varying parapet heights.

- Various materials; split-face block, stucco, glass windows and colors; brown tones and dark green, have been included in the façade.
- The project parking is distributed throughout the site consistent with the City Design Guidelines which reduces appearance of asphalt.
- Stamped colored concrete will define the entrance to the project site.
- Metal trellises line the exposed building A southeast elevation and building B south elevation to add visual interest to the long wall.
- Landscaping is consistent with the City Design Guidelines and City Zoning Ordinance which includes parking lot shading and a streetscape buffer along Sunrise Boulevard and Luyang Drive.

The Major Design Review Permit, as conditioned, adheres to the approval findings defined by Zoning Code section 23.141.050, as follows:

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

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan Sunrise Boulevard South Planning Area designation, Zoning Code, design guidelines, and the Municipal Code.

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

Evidence: The proposed design includes four one-story self-storage buildings with a two-story caretaker apartment and office, parking area, lighting, and landscaping. The proposed project will enhance the character of the community as the project site is currently an undeveloped lot. Buildings B, C, and D are interior to the site and are generally not visible from the main thoroughfare, Sunrise Boulevard. The proposed project will complement the area and surrounding businesses. The building's architecture, use of color, and material are consistent with the City's Design Guidelines.

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

Evidence: The proposed project design and use are consistent with the existing businesses in the area which consist of industrial warehouse businesses. The design, color, and materials have been designed to integrate and compliment the surrounding buildings.

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

Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the main entrance is located off of Sunrise Boulevard with a secondary access off of Luyung Drive. A Pedestrian sidewalk is provided from the public existing sidewalk into the site and bike racks are provided near the main entrance.

PARKING ADJUSTMENT:

The applicant is requesting an Adjustment for the required parking. The Zoning Code allows adjustments to allow for creative design solutions and to accommodate unique site conditions. Self-storage parking requirement is 1 parking space per 2,000 square feet per Zoning Code Parking and Loading Table 23.719-1 Required Minimum Vehicle Ratio. The proposed project site plan shows parking along buildings B, C, and D with the traditional self-storage roll-up door configuration. The requested parking adjustment is shown below **Table 3: Parking Requirement and Adjustment**;

Table 3: Parking Requirement and Adjustment

Required Parking spaces	Parking spaces Provided	Requested Adjustment of Parking	Adjustment Percentage
54	42	12	22

The maximum adjustment for parking is 30 percent. The applicant has provided a parking demand study, **Attachment 2** which states that the demand for self-storage parking is lower than the required parking requirements. Staff surveyed surrounding jurisdiction self-storage parking requirements and encountered varying requirements. The applicant is currently building a self-storage building in the City of Folsom on Folsom Boulevard. Provided below is a comparison table between the two projects **Table 4: Project Parking Comparison**.

Table 4: Project Parking Comparison

City	Bldg Square Footage	Parking Space Provided	Ratio of parking space to Bldg sqft.
Rancho Cordova	109,340	42	1 space per 2,600
Folsom	120,849	25	1 space per 4,800

The adjustment, as conditioned, adheres to the approval findings defined by Zoning Code section 23.131.070, as follows:

- A. *Finding: That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.*

Evidence: The proposed self-storage use includes parking spaces within close proximity to the storage buildings which is dispersed throughout the site and prevents a large parking lot in front of the main building.

- B. *Finding: That the proposed development is compatible with existing and proposed land uses in the surrounding area.*

Evidence: The proposed self-storage project is compatible with the existing industrial office and commercial warehouse uses and buildings in the surrounding area.

- C. Finding: *That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions.*

Evidence: The twelve required parking spaces could be provided along the western property line over the easements. However, the applicant is exploring a bioswale in that area to treat stormwater run-off. Therefore, the area will be unpaved and landscaped with filtering plants which would be a project environmental amenity.

- D. Finding: *Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.*

Evidence: The adjustment request is within the allowed percentage and parking spaces are dispersed throughout the site to accommodate the future customers. Granting of the adjustment will not adversely affect the public or the interests of the residents and property owners in the vicinity.

- E. Finding: *The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.*

Evidence: The requested adjustment is within the percentage allowed for parking and is consistent with the General Plan.

- F. Finding: *The adjustment is the minimum required to achieve the desired result.*

Evidence: The proposed adjustment is 22 percent which is within the allowed percentage and is the minimum required to achieve the desired site plan layout.

GENERAL PLAN AND ZONING ORDINANCE CONSISTENCY

General Plan:

The project site is located within the Sunrise Boulevard South Planning Area designation of Light Industrial and Office Mixed Use. Target uses for this area include industrial, office mixed-use, and commercial mixed uses. The proposed project self-storage buildings are consistent with the General Plan designation as the project will provide secured buildings for storage of items and recreational vehicles.

Zoning Code:

The project site is zoned Light Industrial/Manufacturing (M-1) and Heavy Industrial/Manufacturing (M-2) which allows for industrial manufacturing and warehousing uses. The M-1 and M-2 district is generally located in areas of the city where it would not create a substantial impact on sensitive residential, commercial, or office uses. The self-storage use is permitted within the M-1 and M-2 zoning districts and is considered a low impact use and will

not create an impact on residential, commercial, or office uses. The self-storage use provides storage for businesses and residents.

REQUIRED PERMITS

Permits Required after Approval:

- Improvement Plans/Grading Permit
- Building Permit and Business License

FISCAL ANALYSIS OF PROJECT

The City anticipates that this project will provide additional revenues from temporary construction jobs, and employment for three employees.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15183 Projects consistent with a Community Plan, General Plan, or Zoning. A description of the evidence for the exemption is found in the findings included in **Attachment 1**.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15183 and adopt Resolution No. 116-2017 approving the Major Design Review and Adjustment for Superior Self-Storage DD9699, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENT(S)

1. Resolution 116-2017, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Traffic and Parking Demand Analysis
3. 500' Radius Map with Mailing Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. 116-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE SUPERIOR SELF-STORAGE
MAJOR DESIGN REVIEW AND ADJUSTMENT- PROJECT NO. DD9699**

WHEREAS, on April 7, 2017 an application was submitted to construct four, one-story self-storage buildings, with a two-story caretaker apartment and office totaling 112,428 square feet. The project also includes parking, lighting, and landscaping located on the northeast corner of Sunrise Boulevard and Mechanical Drive within the Light Industrial/Manufacturing and Heavy Industrial/Manufacturing zoning district. (Assessor's Parcel Number: 072-0510-017); and

WHEREAS, the proposed project was discussed at the City's Development Service Team (DST) meeting and has been reviewed by all applicable departments and agencies for comments and conditions; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Superior Self-Storage Major Design Review Permit and Adjustment (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is a exempt under Section (15183) Projects consistent with a Community Plan, General Plan, or Zoning. existing facilities as supported by the following:

1. ***Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.***

Evidence: The proposed self-storage use is consistent with the General Plan designation and M-1 and M-2 (Light Industrial/Manufacturing and Heavy Industrial/Manufacturing) zoning districts for this property. The proposed project is consistent with the requested parking adjustment the applicable regulations of the zoning and design guidelines, including setbacks, height regulations, and landscaping for this site.

2. ***Finding: The project site has no value as habitat for endangered, rare or threatened species.***

Evidence: The applicant has provided the necessary environmental documents to include a cultural study that show no displacement of any endangered or threatened species.

3. ***Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.***

Evidence: The proposed project location has adequate forms of transportation that will minimize the effects of any increased traffic in the area. There are existing roadways and onsite bike parking and sidewalks for individual transportation. The project will not have any effects on noise, air quality, or water quality in the surrounding area as the area was built prior to the General Plan Environmental Impact Report.

4. ***Finding: The site can be adequately served by all required utilities and public services***

Evidence: The site is existing and built upon with all required utilities and public services.

- B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Rancho Cordova Zoning Code Section 23.141.050 and evidence as follows:

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

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan Sunrise Boulevard South Planning Area designation, Zoning Code, design guidelines, and the Municipal Code.

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

Evidence: The proposed design includes four one-story self-storage buildings with a two-story caretaker apartment and office, parking area, lighting, and landscaping. The proposed project will enhance the character of the community as the project site is currently an undeveloped lot. Buildings B, C, and D are interior to the site and are generally not visible from the main thoroughfare, Sunrise Boulevard. The proposed project will complement the area and surrounding businesses. The building's architecture, use of color, and material are consistent with the City's Design Guidelines.

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

Evidence: The proposed project design and use are consistent with the existing businesses in the area which consist of industrial warehouse businesses. The design, color, and materials have been designed to integrate and compliment the surrounding buildings.

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

Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the main entrance is located off of Sunrise Boulevard with a secondary access off of Luyung Drive. A Pedestrian sidewalk is provided from the public existing sidewalk into the site and bike racks are provided near the main entrance.

- C. Approve the Adjustment subject to the Conditions of Approval herein, and subject to the findings as defined by Rancho Cordova Zoning Code Section 23.131.070 and evidence as follows:

1. ***Finding: That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.***

Evidence: The proposed self-storage use includes parking spaces within close proximity to the storage buildings which is dispersed throughout the site and prevents a large parking lot in front of the main building.

2. ***Finding: That the proposed development is compatible with existing and proposed land uses in the surrounding area.***

Evidence: The proposed self-storage project is compatible with the existing industrial office and commercial warehouse uses and buildings in the surrounding area.

3. ***Finding: That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions.***

Evidence: The twelve required parking spaces could be provided along the western property line over the easements. However, the applicant is exploring a bioswale in that area to treat stormwater run-off. Therefore, the area will be unpaved and landscaped with filtering plants which would be a project environmental amenity.

4. ***Finding: Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.***

Evidence: The adjustment request is within the allowed percentage and parking spaces are dispersed throughout the site to accommodate the future customers. Granting of the adjustment will not adversely affect the public or the interests of the residents and property owners in the vicinity.

5. ***Finding: The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.***

Evidence: The requested adjustment is within the percentage allowed for parking and is consistent with the General Plan.

6. ***Finding: The adjustment is the minimum required to achieve the desired result.***

Evidence: The proposed adjustment is 22 percent which is within the allowed percentage and is the minimum required to achieve the desired site plan layout.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of August, 2017 by the following vote:

AYES:

NOES:

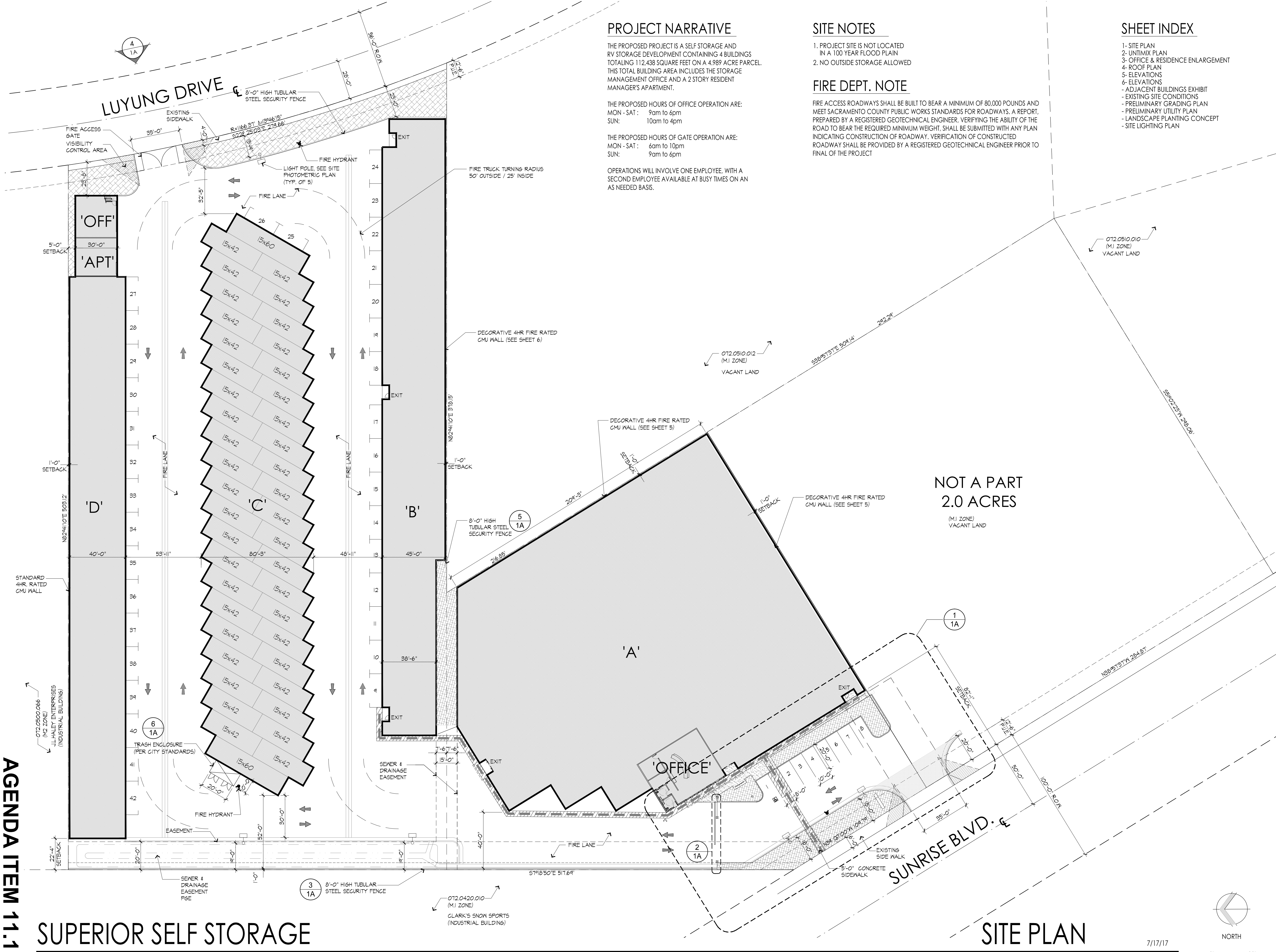
ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C.O. Lima, Interim City Clerk, MMC



SHEET INDEX

- 1- SITE PLAN
- 2- UNIMIX PLAN
- 3- OFFICE & RESIDENCE ENLARGEMENT
- 4- ROOF PLAN
- 5- ELEVATIONS
- 6- ELEVATIONS
- ADJACENT BUILDINGS EXHIBIT
- EXISTING SITE CONDITIONS
- PRELIMINARY GRADING PLAN
- PRELIMINARY UTILITY PLAN
- LANDSCAPE PLANTING CONCEPT
- SITE LIGHTING PLAN

OWNER/DEVELOPER:

DAVE KINDEL
SUPERIOR STORAGE GROUP
4120 DOUGLAS BLVD-SUITE 306-504
GRANITE BAY, CA 95746
PHONE: 916-789-0500
E-MAIL: dave@superiorstoragegroup.com

ARCHITECT

VALLI ARCHITECTURAL GROUP
27405 PUERTA REAL, SUITE 235
MISSION VIEJO, CA 92691
CONTACT: ARIEL L. VALLI
PHONE: 949/813-4191
EMAIL: ARIEL@VALLIARCH.COM

CIVIL ENGINEER

CTA ENGINEERING & SURVEYING
3233 MONIER CIRCLE
RANCHO CORDOVA, CA 95742
CONTACT: RON CONWAY
PHONE: 916/638-0919
EMAIL: RCONWAY@CTAES.NET

LANDSCAPE ARCHITECT

SCOTT VOLMER
GREAT VALLEY DESIGN, INC.
1219 SPRUCE LANE
DAVIS, CA 95616
PHONE: 530-792-7095
E-MAIL: SVOLMER@GRVVALLEY.COM

SITE DATA

ADDRESS:	LUYUNG DRIVE (STREET NUMBER UNASSIGNED)
LEGAL DESCRIPTION:	PARCEL 38 OF 60 P.M. 27
ASSESSOR PARCEL NUMBER:	072-0510-017
CURRENT GENERAL PLAN:	INDUSTRIAL
PROPOSED GENERAL PLAN:	INDUSTRIAL
CURRENT ZONING:	M1 & M2
PROPOSED ZONING:	M1 & M2

SITE AREA: 217,321 SF (4.989 ACRES)

SITE COVERAGE:	
BUILDING FOOTPRINTS:	109,340 sf (50.3 %)
DRIVEWAYS AND PAVEMENT:	96,844 sf (44.6 %)
LANDSCAPING:	11,137 sf (5.1 %)
TOTAL:	217,321 sf (100.0%)

BUILDING DATA

BUILDING A (1 STORY):	47,655 SF (20'-0" HIGH)
BUILDING B (1 STORY):	18,736 SF (14'-0" HIGH)
BUILDING C (1 STORY):	26,260 SF (18'-6" HIGH)
BUILDING D (1 STORY):	14,689 SF (19'-4" HIGH)
STORAGE & RV SUBTOTAL:	107,340 SF

OFFICE (IN BLDG A):	2,000 SF
APARTMENT & GARAGE (2 STORY):	3,088 SF (25'-4" HIGH)
PROJECT TOTAL:	112,428 SF

OCCUPANCY (OFFICE)	B
OCCUPANCY (STORAGE & RV)	S-1
OCCUPANCY (APARTMENT)	R-1

CONSTRUCTION TYPE (STORAGE & RV): II-B (FIRE SPRINKLERS)
CONSTRUCTION TYPE (APARTMENT): V-B (FIRE SPRINKLERS)

PARKING DATA (SELF STORAGE)

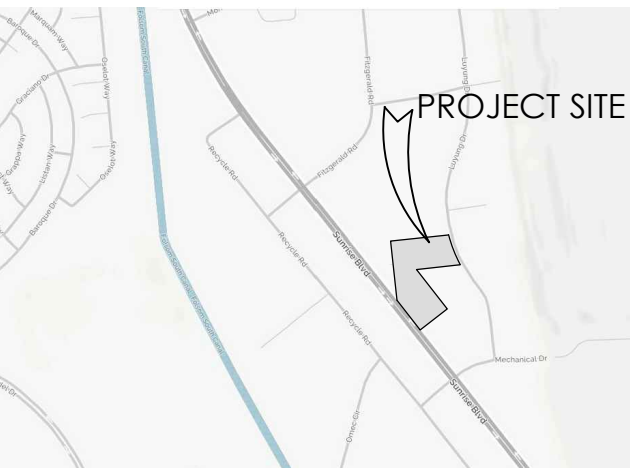
PARKING REQUIRED @ 2 per 1,000 gsf:
83,080 sf / 500 = 166.1*
(NOTE: RV BUILDING C EXCLUDED FROM CALCULATION. EACH RV SPACE IS A PARKING SPACE).
PARKING PROVIDED: 8 PERMANENT SPACES AT OFFICE (INCLUDES 1 H/C VAN SPACE)

*NOTE:
PARKING REDUCTION WILL BE REQUIRED

PARKING DATA (APARTMENT)

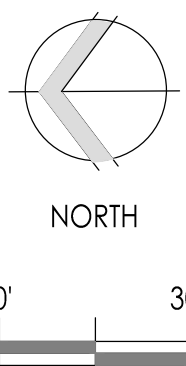
PARKING REQUIRED: 2 COVERED
PARKING PROVIDED: 2 CAR GARAGE

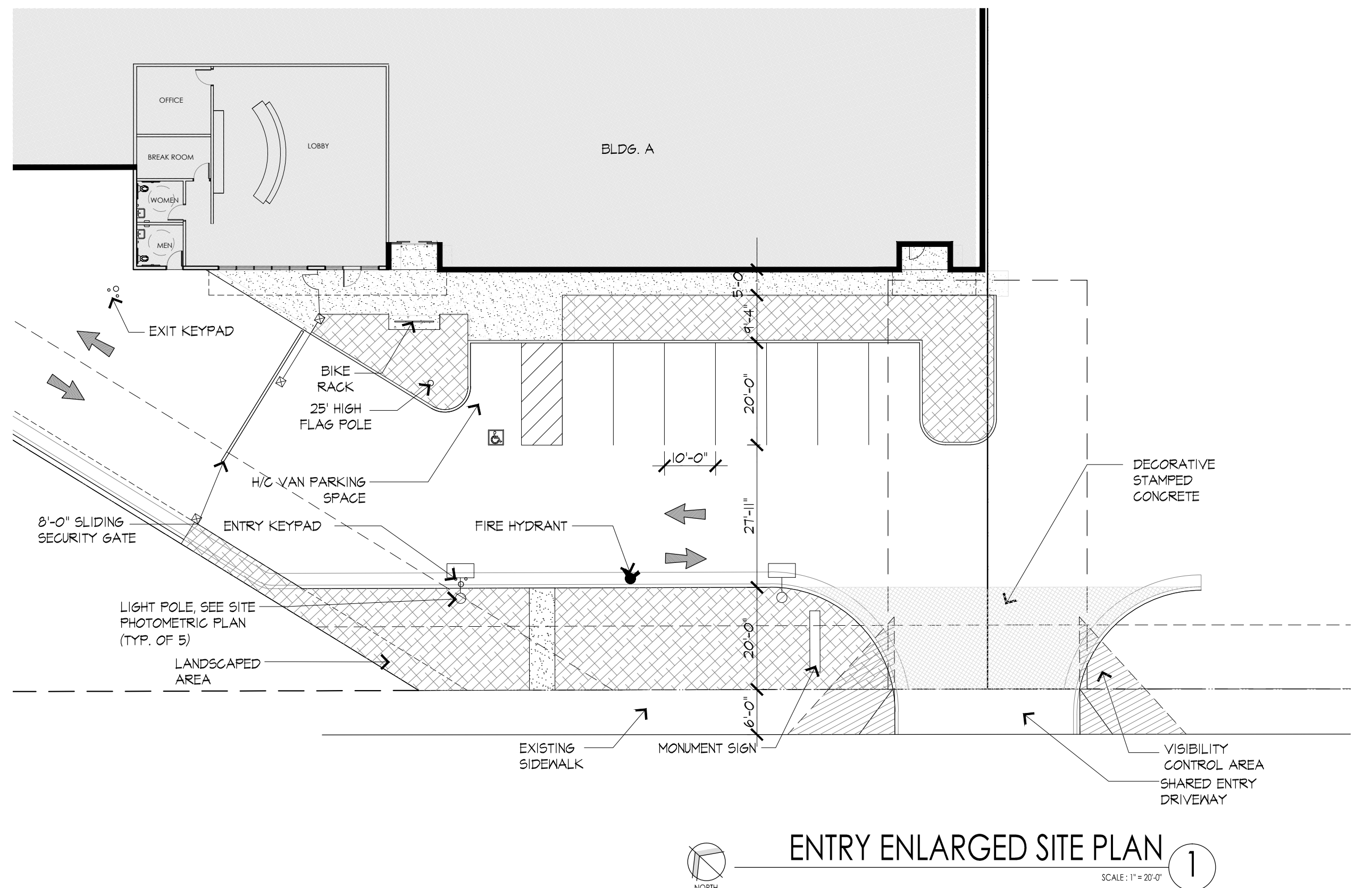
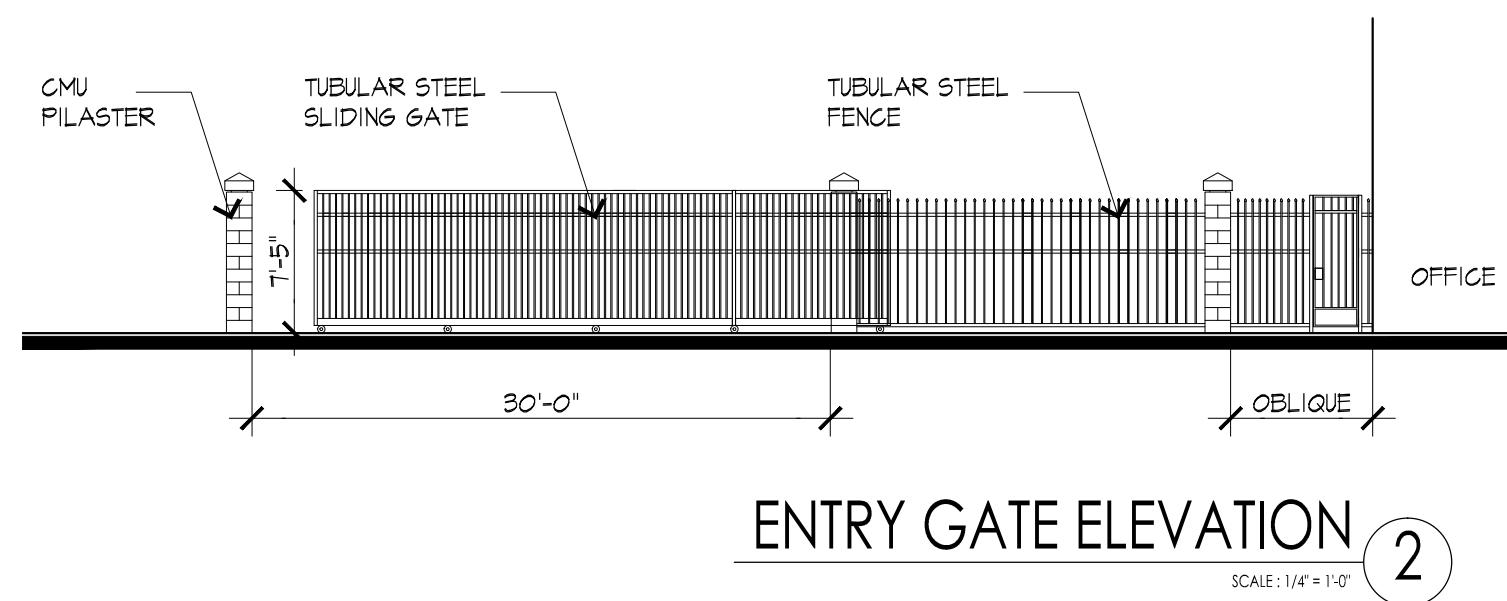
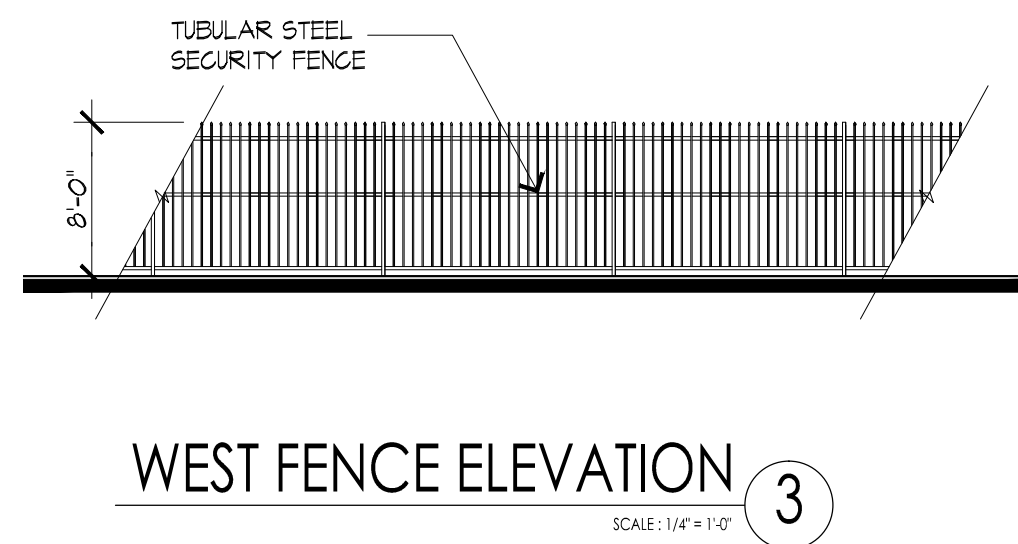
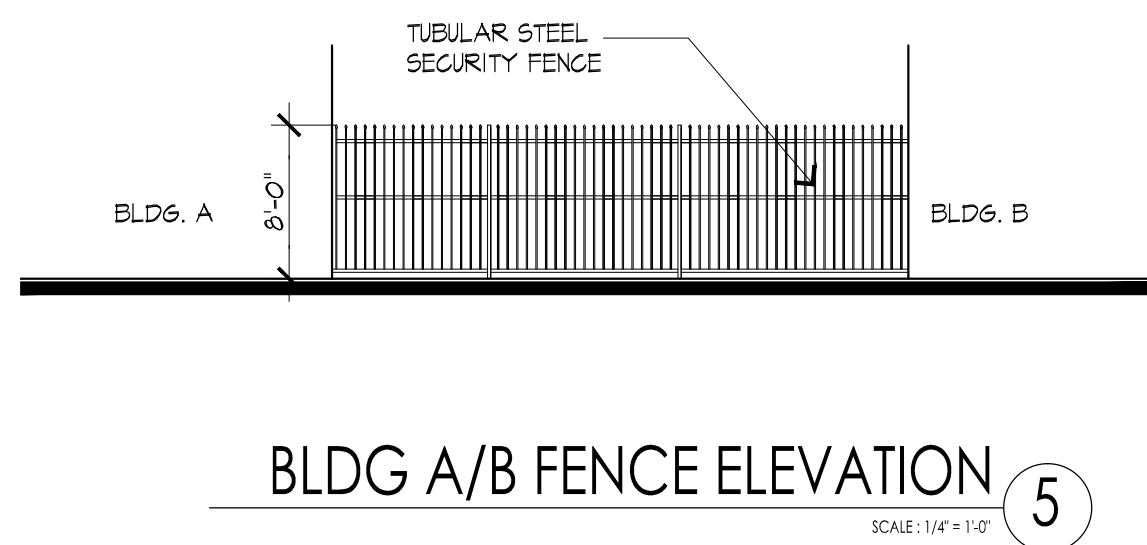
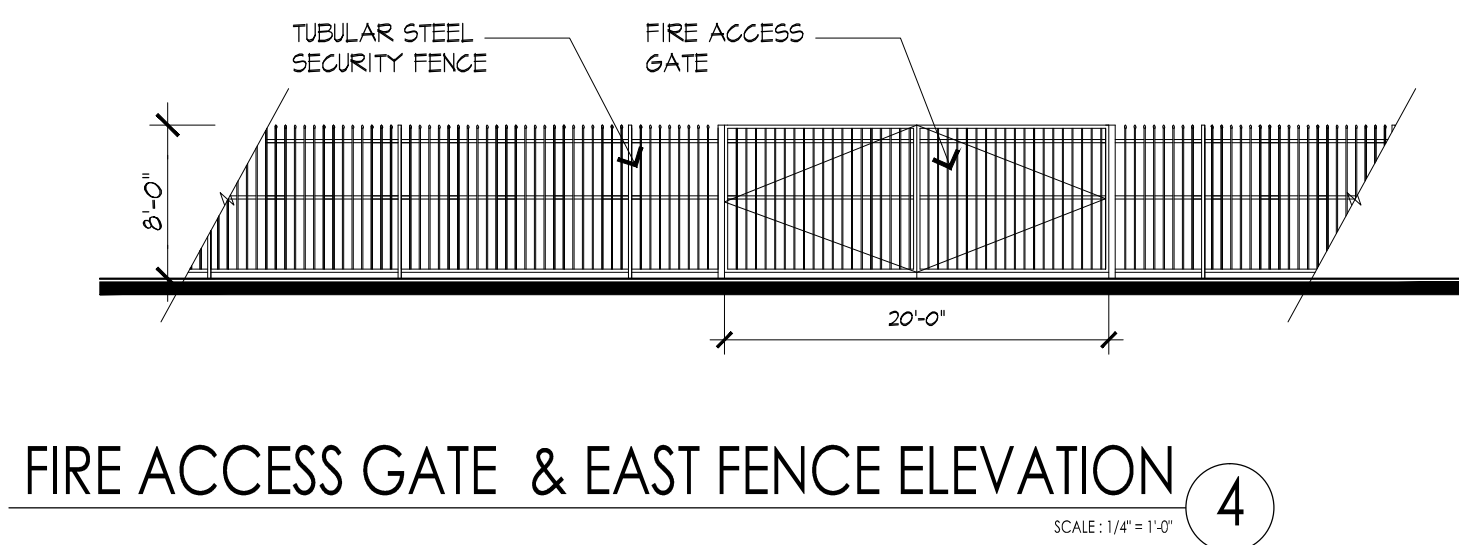
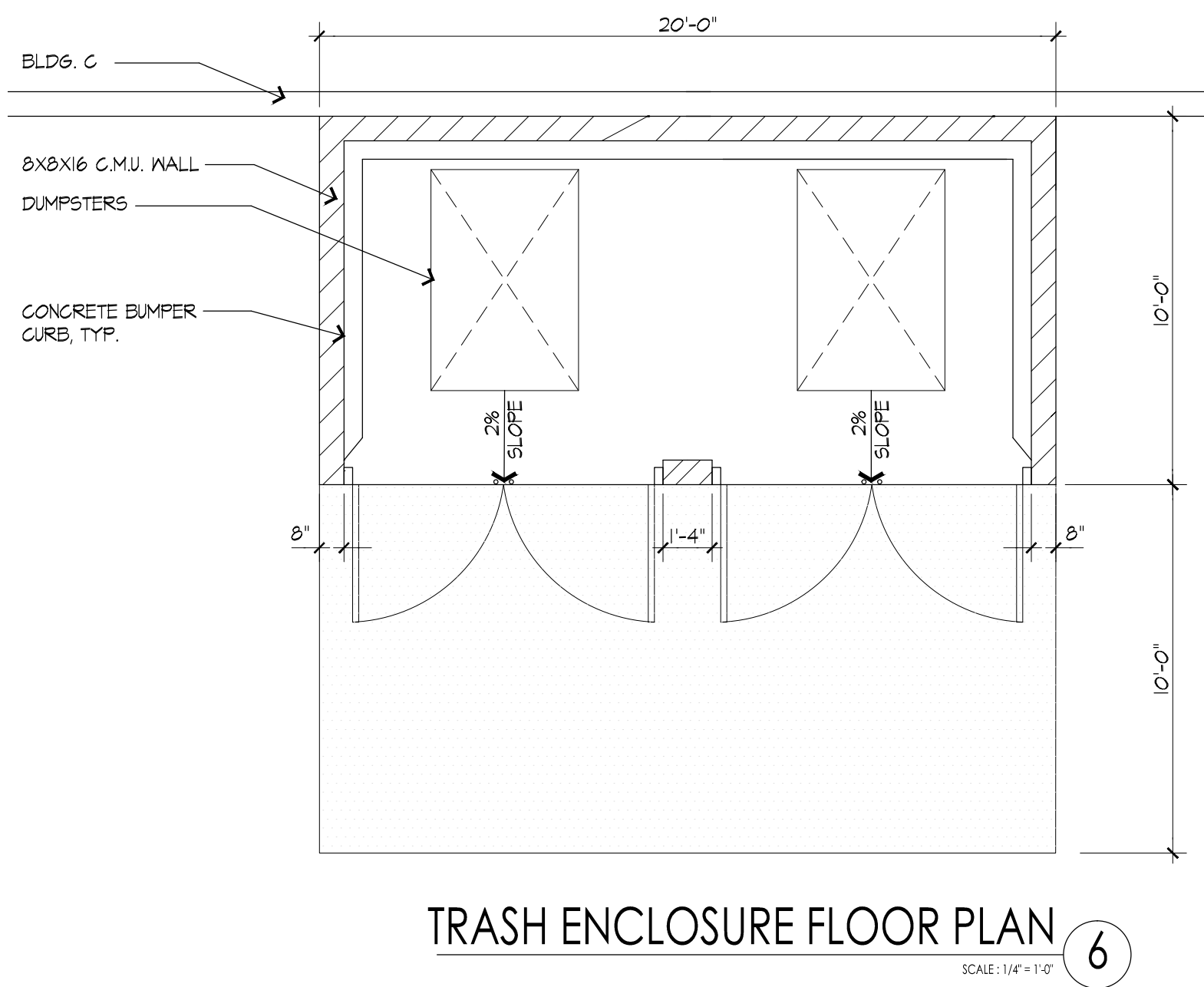
DISABLED ACCESS PATH OF TRAVEL
48" MINIMUM WIDTH
5% MAXIMUM SLOPE
2% MAXIMUM CROSS SLOPE



VICINITY MAP

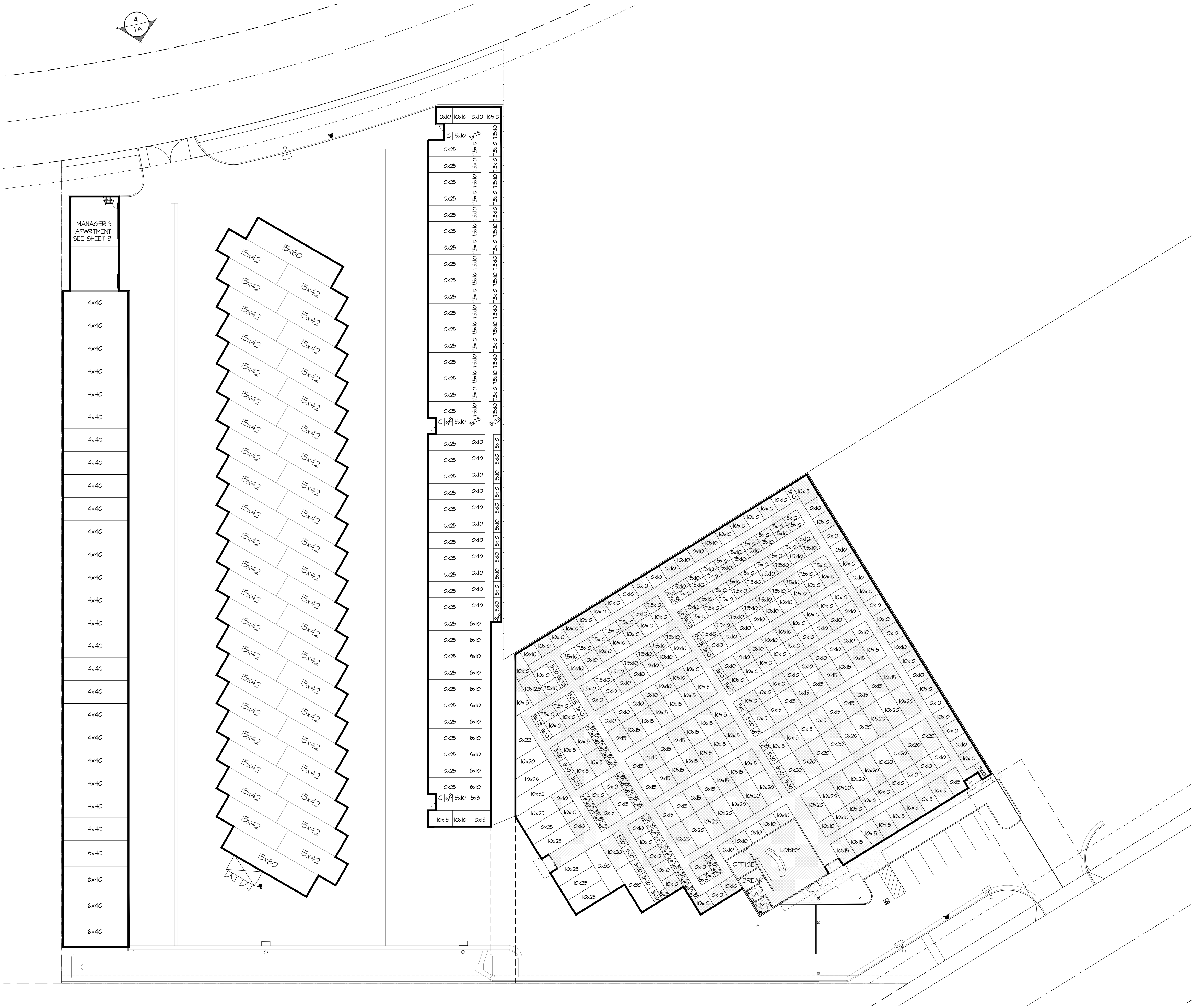
N.T.S.





SUPERIOR SELF STORAGE

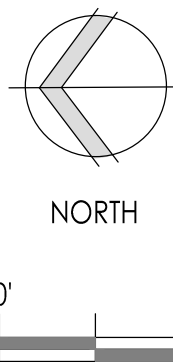
RANCHO CORDOVA, CA



UNITMIX PLAN

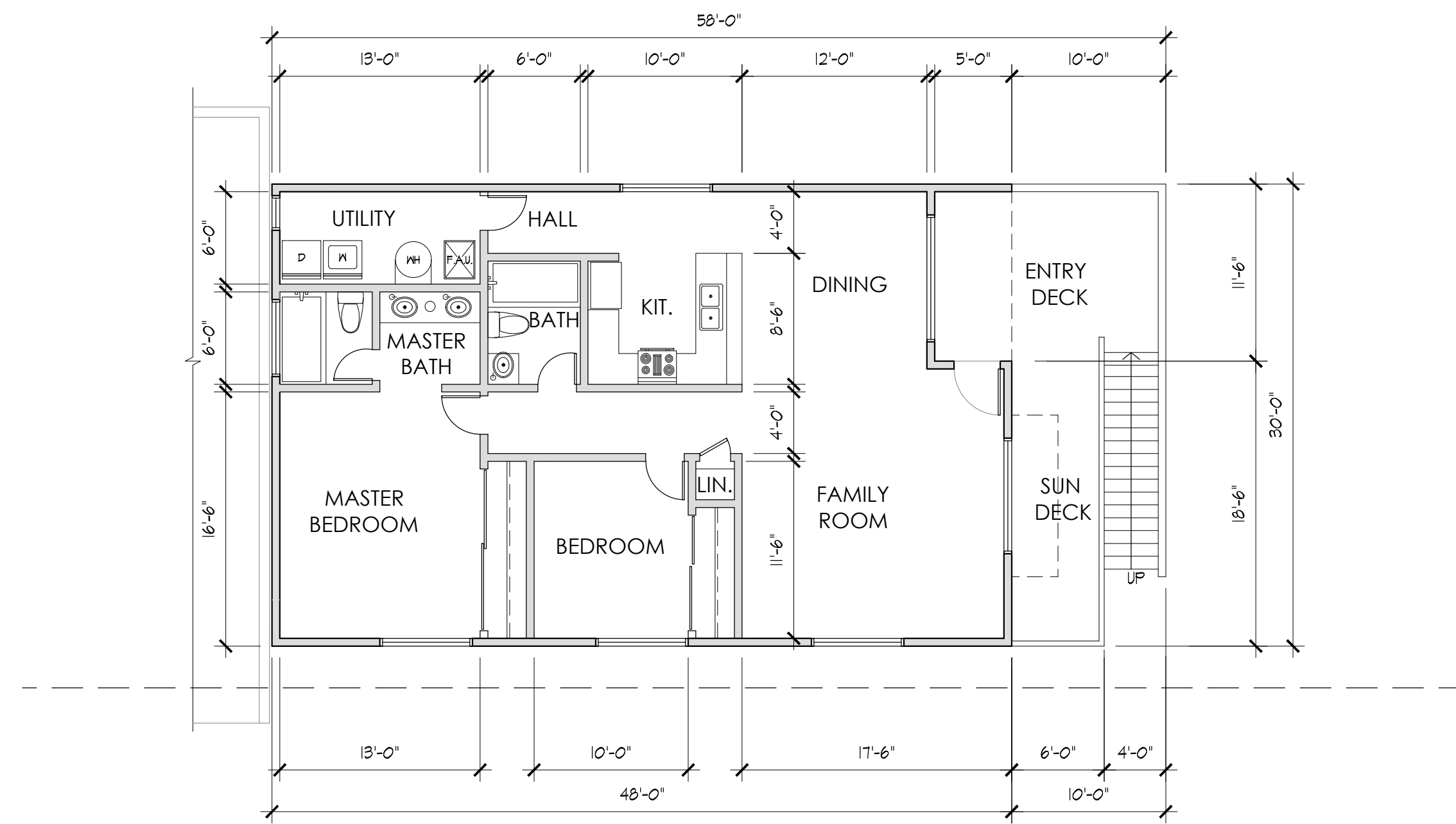
8/11/17

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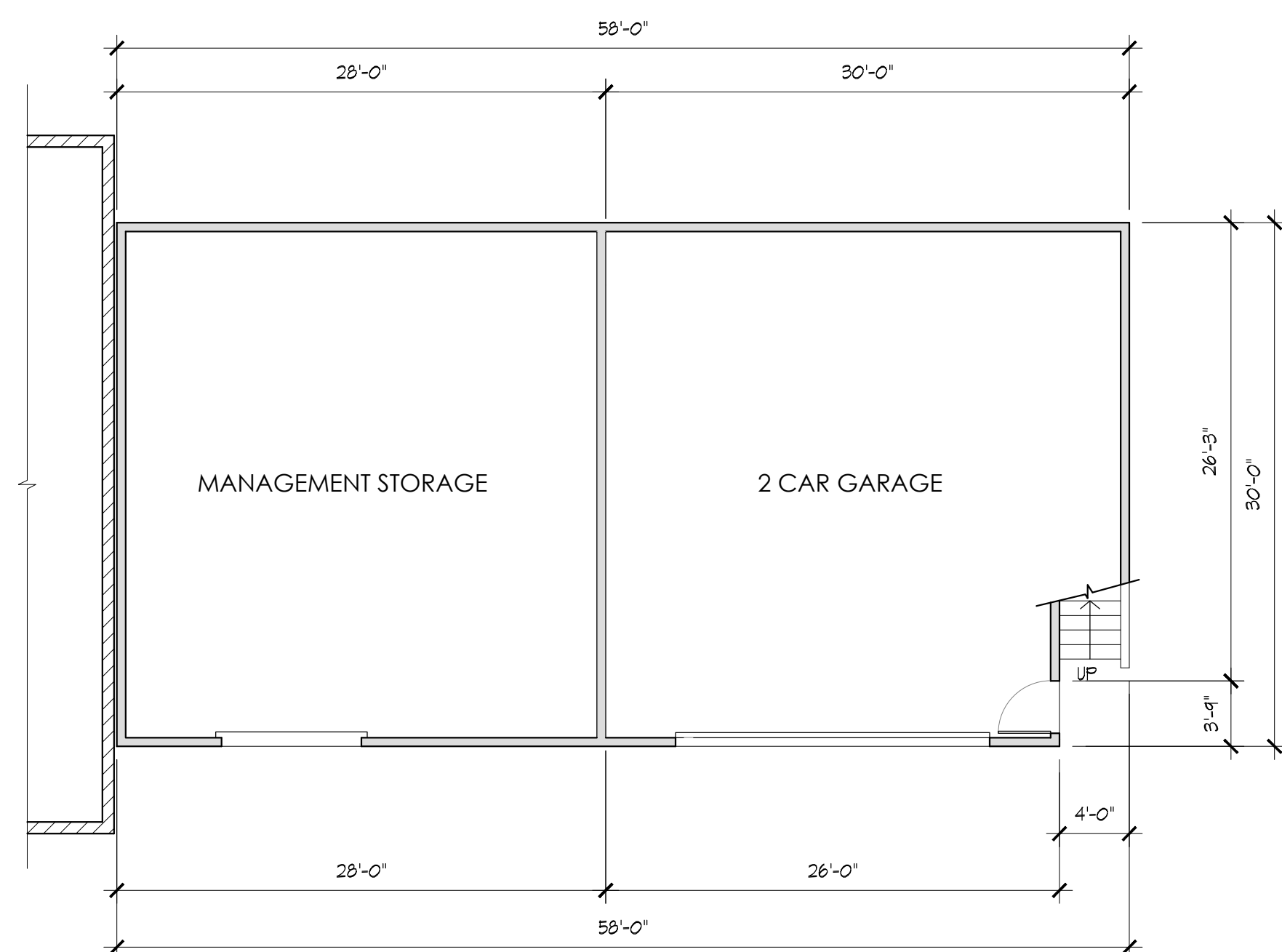
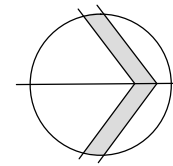


TOTAL UNITMIX TABULATION						
SIZE OF UNIT	SQ.FT.UNIT	No. OF REG. UNITS	No. OF CC. UNITS	REG. UNITS SQ.FT.	CC. UNITS SQ.FT.	TOTAL SQ. FT.
5 x 5	25	3	39	75	975	1050
5 x 7.5	37.5	3	5	112.5	187.5	300
5 x 8	40	1		40		40
5 x 10	50	14	48	700	2400	3100
7.5 x 10	75	35	35	2625	2625	5250
8 x 10	80	11		880		880
10 x 10	100	16	127	1600	12700	14300
10 x 12.5	125		1		125	125
10 x 13	130	1	1	130	130	260
10 x 15	150	1	62	150	9300	9450
10 x 19	190		1		190	190
10 x 20	200	1	26	200	5200	5400
10 x 22	220	1		220		220
10 x 25	250	45		11250		11250
10 x 26	260	1		260		260
10 x 30	300	2		600		600
10 x 32	320	1		320		320
TOTAL STORAGE		136	345			52,675
AVERAGE UNIT SIZE						109.51
LARGE UNITS						
14 x 40	560	24		13440		13440
16 x 40	640	4		2560		2560
TOTAL RV PARKING		28				16,000
AVERAGE UNIT SIZE						571.43
TOTAL STORAGE + LARGE UNITS						
TOTAL UNITS		164	345			68,675
TOTAL AVERAGE UNIT SIZE						134.92
GROSS BUILDING AREA						81,080
EFFICIENCY						84.70%
RV PARKING						
15 x 42	630	42				26460
15 x 60	900	2				1800
TOTAL RV PARKING		44				28,260
AVERAGE UNIT SIZE						642.27

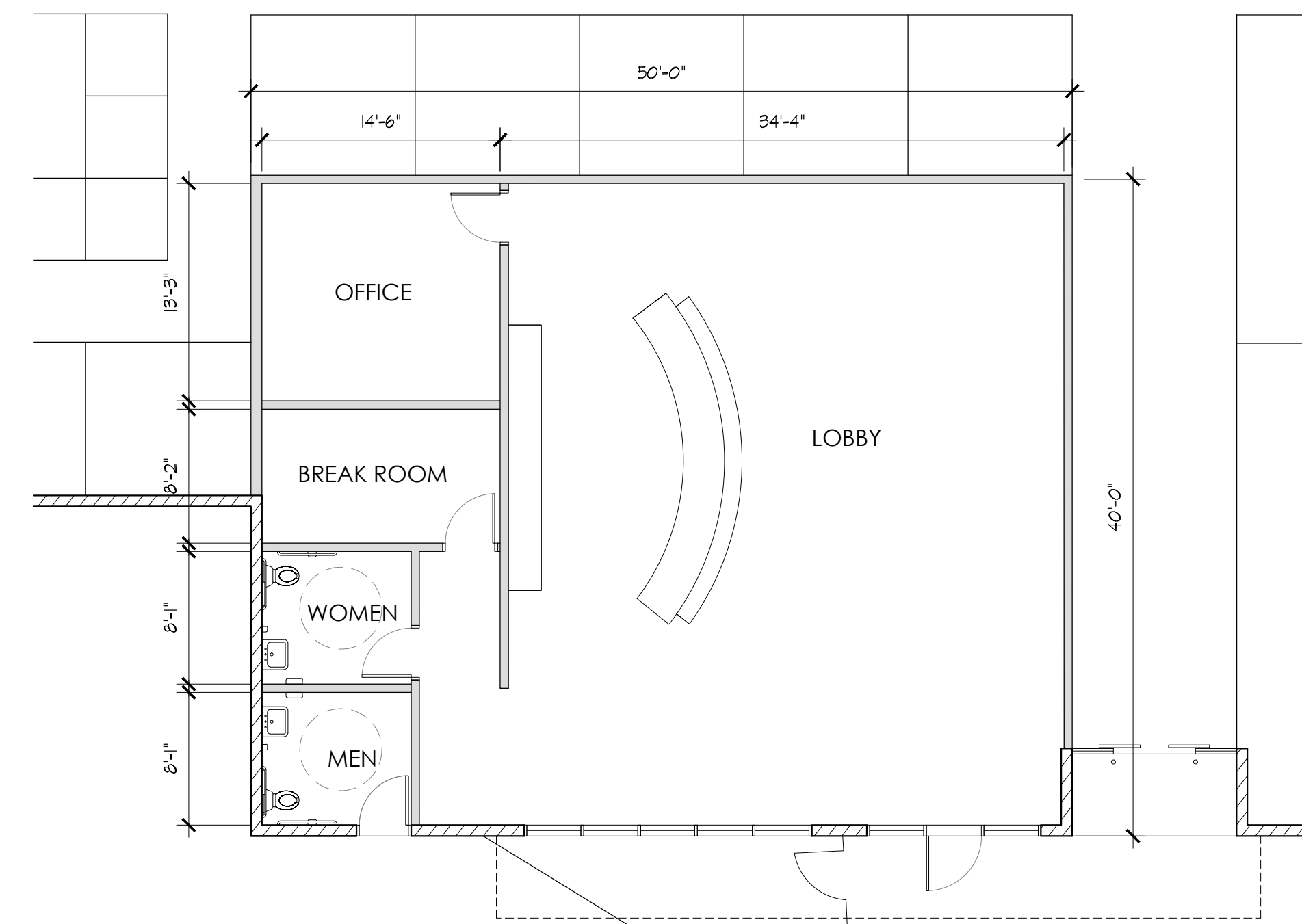
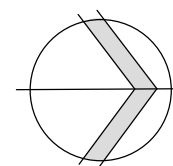
CLIMATE CONTROL AREA



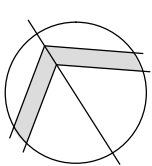
RESIDENCE 2ND FLOOR



RESIDENCE 1ST FLOOR

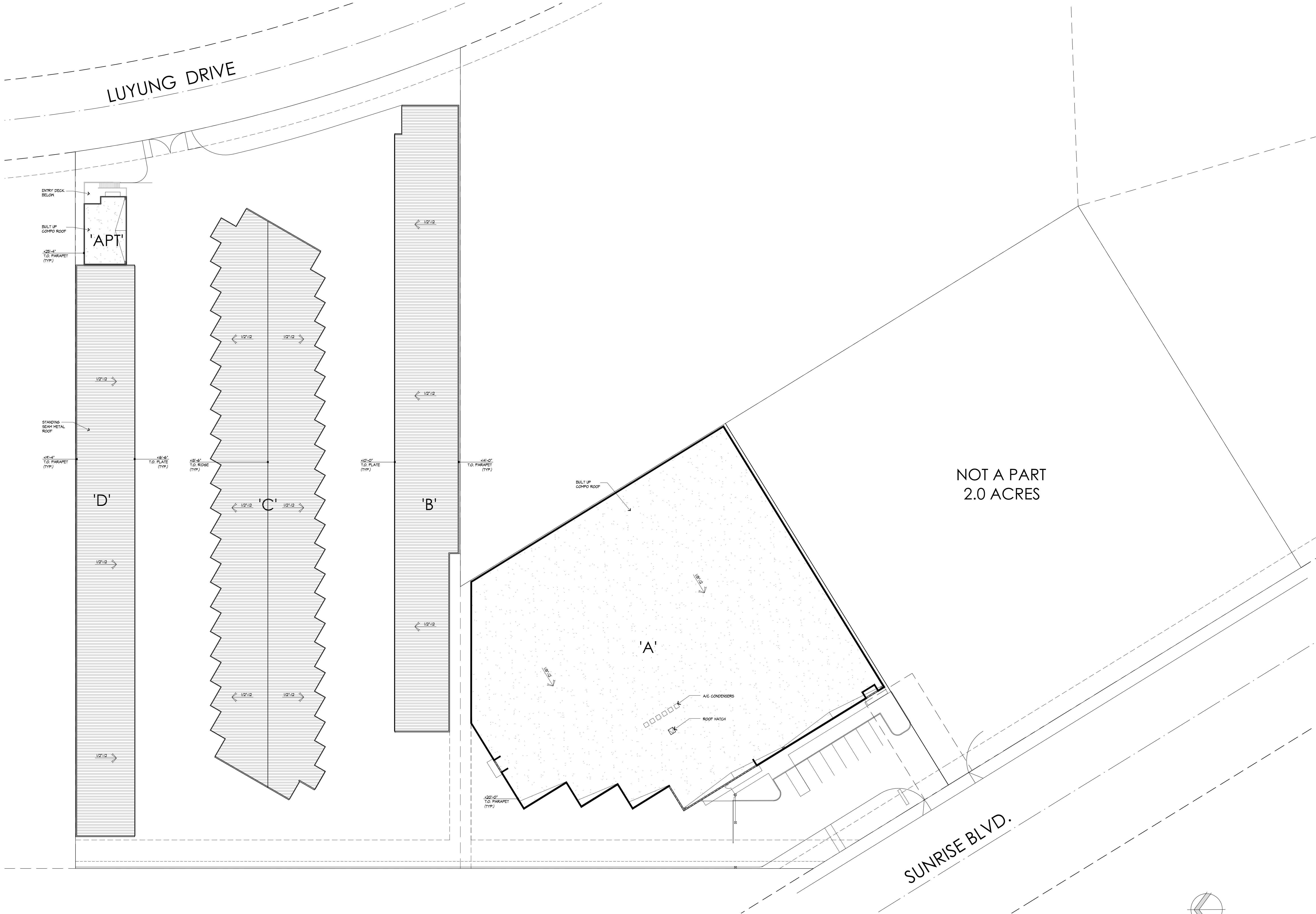


OFFICE FLOOR PLAN



SUPERIOR SELF STORAGE

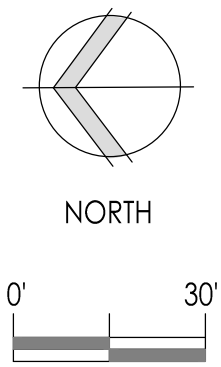
RANCHO CORDOVA, CA

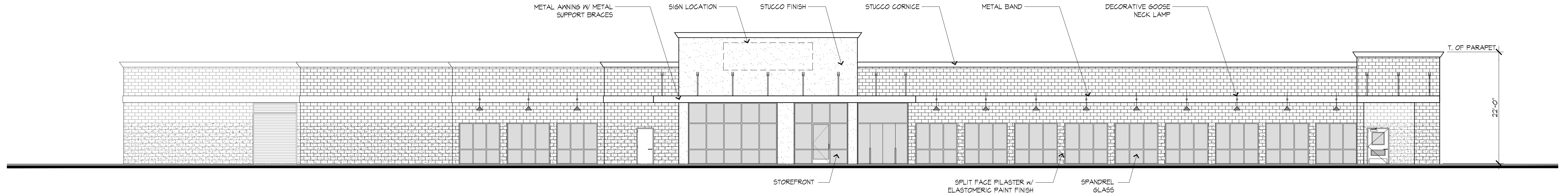


ROOF PLAN

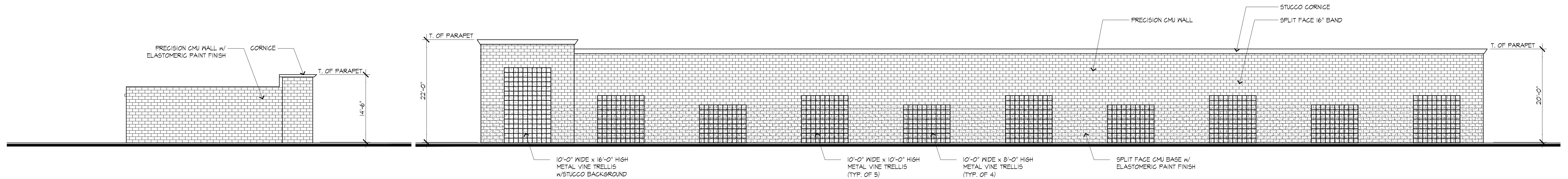
7/17/17

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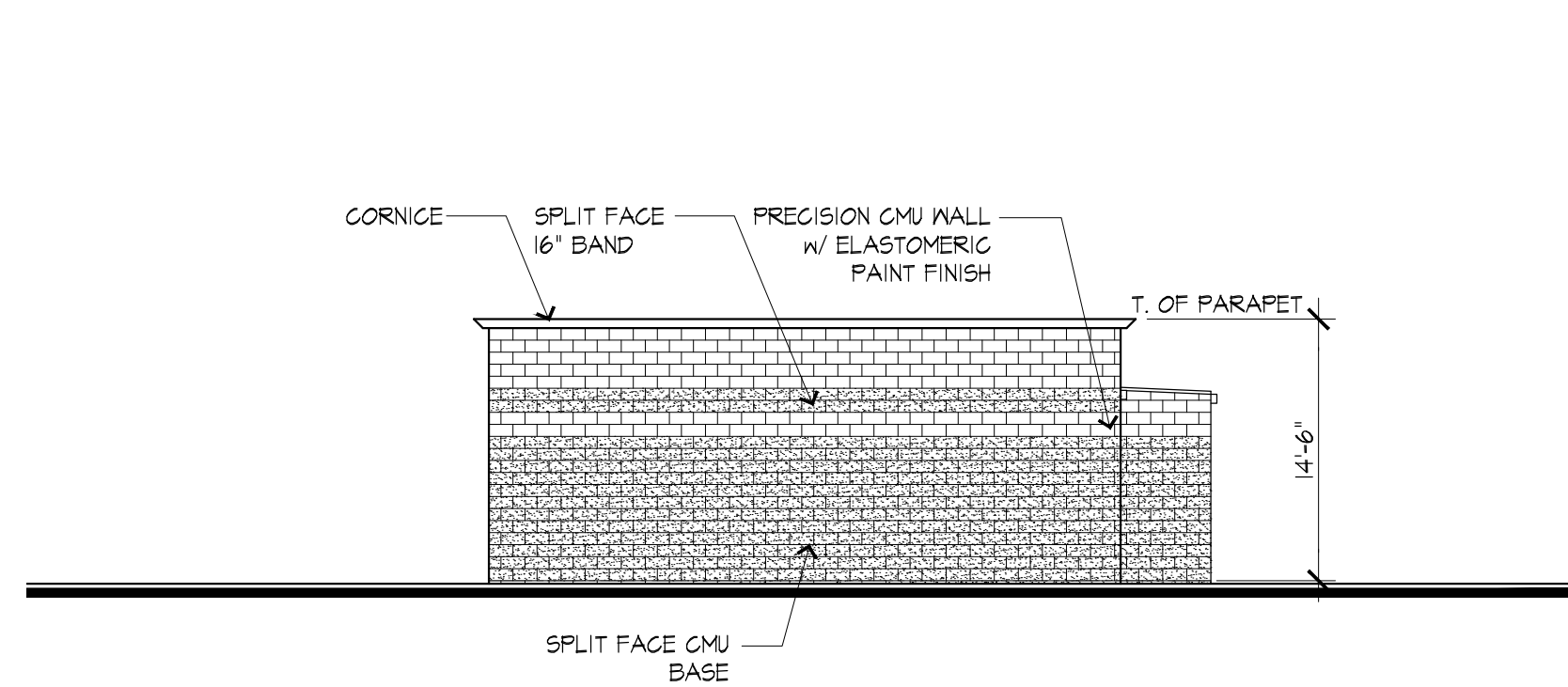


BLDG A SOUTH WEST ELEVATION

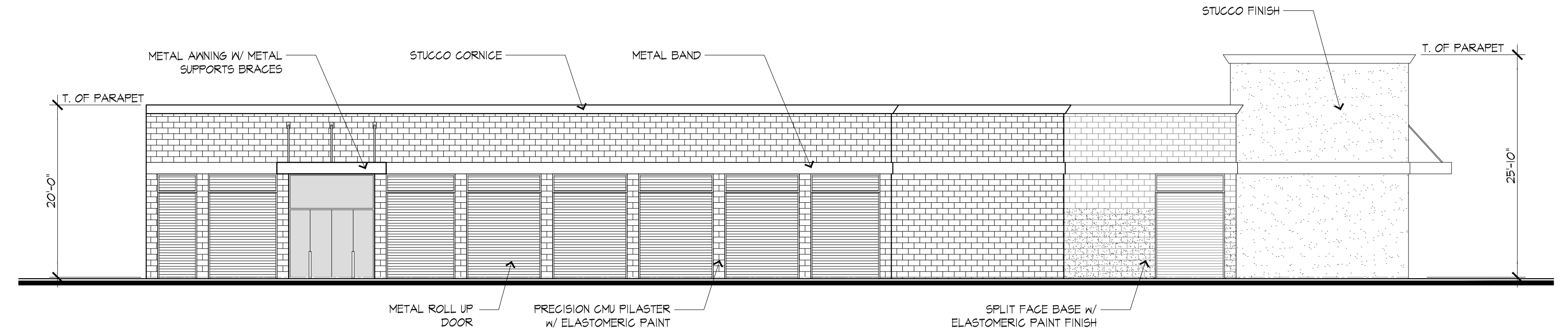


BLDG B WEST ELEVATION

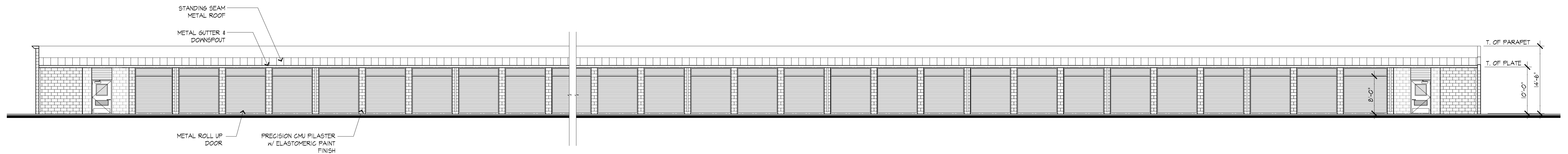
BLDG A SOUTH EAST ELEVATION
(NORTH WEST SIMILAR - NO TRELLISES)



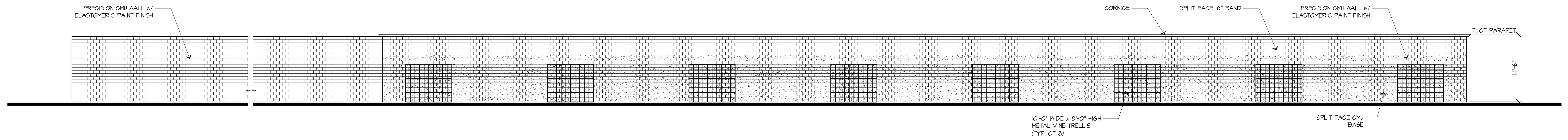
BLDG B EAST ELEVATION



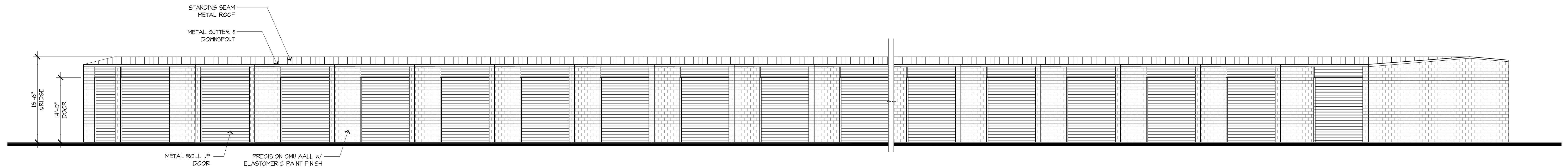
BLDG A NORTH WEST ELEVATION



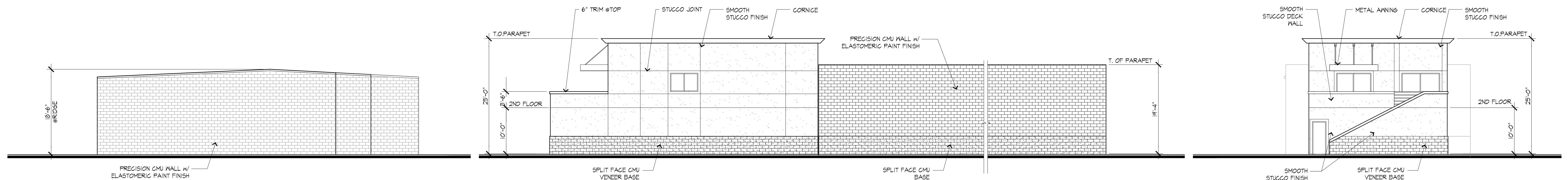
BLDG B NORTH ELEVATION



BLDG B SOUTH ELEVATION



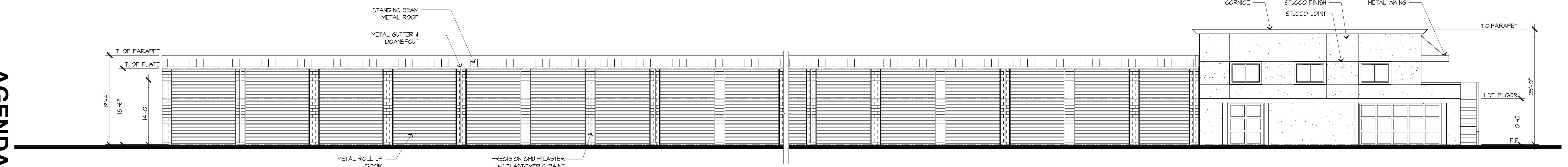
BLDG C NORTH & SOUTH ELEVATION



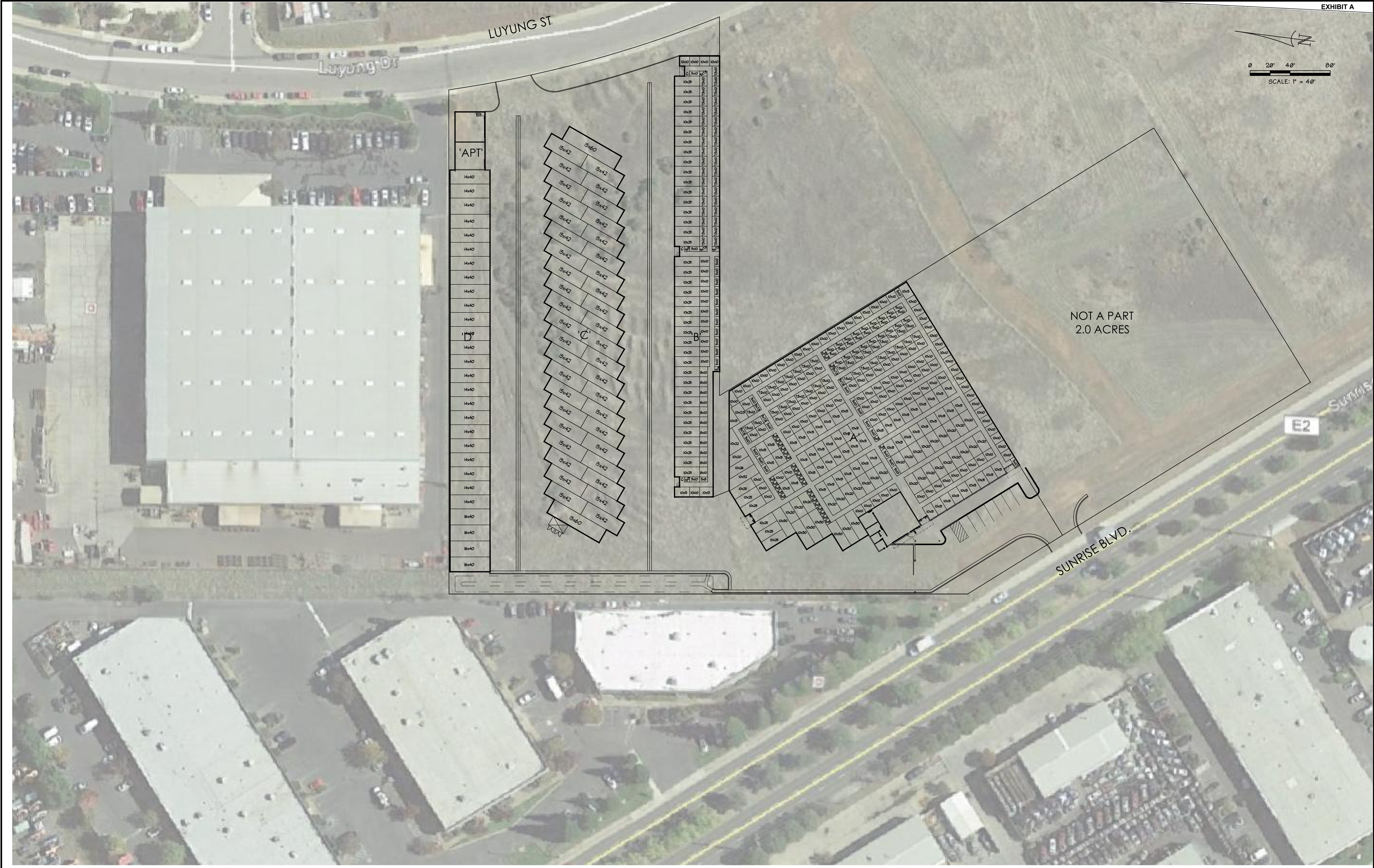
BLDG C EAST & WEST ELEVATION

APARTMENT & BLDG. D NORTH ELEVATION

APARTMENT EAST ELEVATION



APARTMENT & BLDG D SOUTH ELEVATION



NUMBER	DESCRIPTION	BY	DATE

REVISION	BLK.	DRAWN BY: RTC
		DESIGNED BY: RTC
		CHECKED BY: RTC
		SCALE: 1"=40'
		DATE: 07-12-2017
		F.B. REF.

cta

Engineering & Surveying

Civil Engineering ■ Land Surveying ■ Land Planning

3233 Monier Circle, Rancho Cordova, CA 95742
T (916) 638-0919 • F (916) 638-2479 • www.ctaes.net

PREPARED UNDER THE DIRECTION OF:	
RONALD T CONWAY	DATE

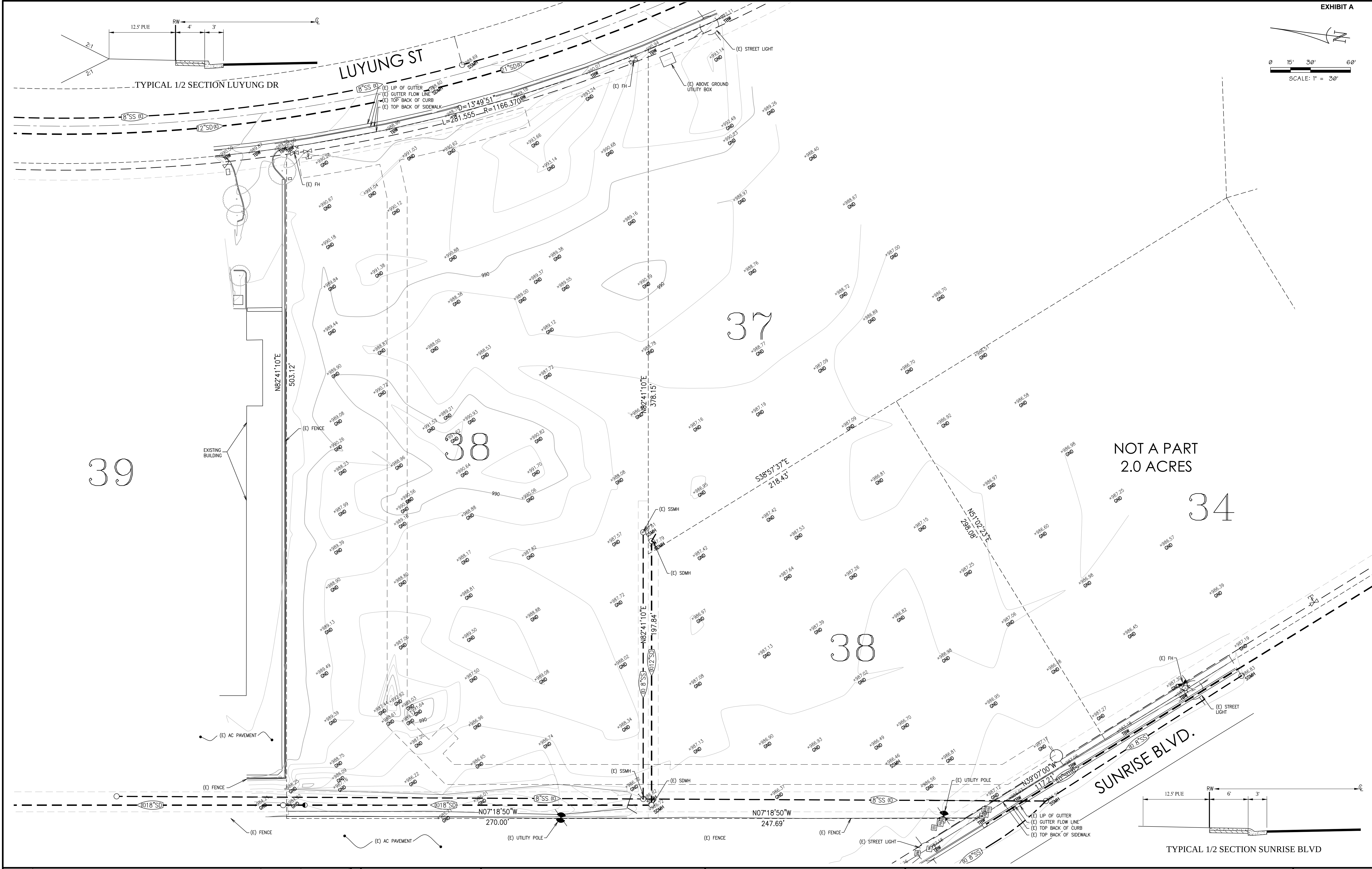
EXHIBIT FOR:

SUPERIOR STORAGE - SUNRISE

ADJACENT BUILDINGS EXHIBIT

CITY OF RANCHO CORDOVA

SHEET	1
OF	1
JOB NO.	17-029-001



NUMBER	DESCRIPTION	BY	DATE

REVISION BLK.	DRAWN BY: RTC
	DESIGNED BY: RTC
	CHECKED BY: RTC
	SCALE: 1"=30'
DATE: 07-14-2017	F.B. REF.

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PREPARED UNDER THE DIRECTION OF:

RONALD T. CONWAY

DATE

COUNTY

EXHIBIT FOR:

SUPERIOR STORAGE - SUNRISE

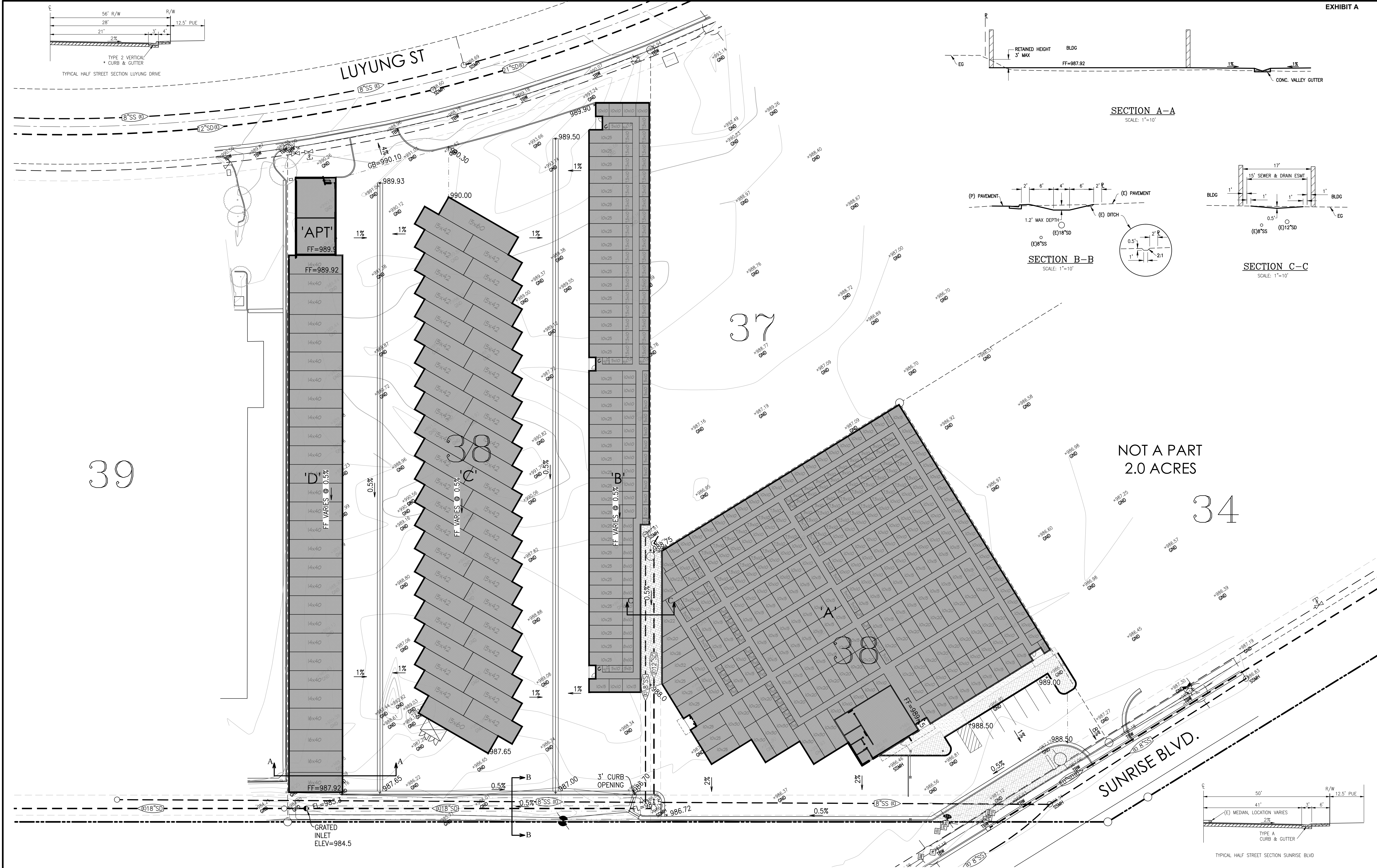
EXISTING SITE CONDITIONS

SHEET
1

OF
1

JOB NO.
17-029-001

CALIFORNIA



NUMBER	DESCRIPTION	BY	DATE

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	DESIGNED BY: RTC
	CHECKED BY: RTC
	SCALE: 1"=30'
	DATE: 07-12-2017
	F.B. REF.

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PREPARED UNDER THE DIRECTION OF:

RONALD T. CONWAY

DATE

COUNTY

EXHIBIT FOR:

SUPERIOR STORAGE - SUNRISE

PRELIMINARY GRADING PLAN

SHEET 1

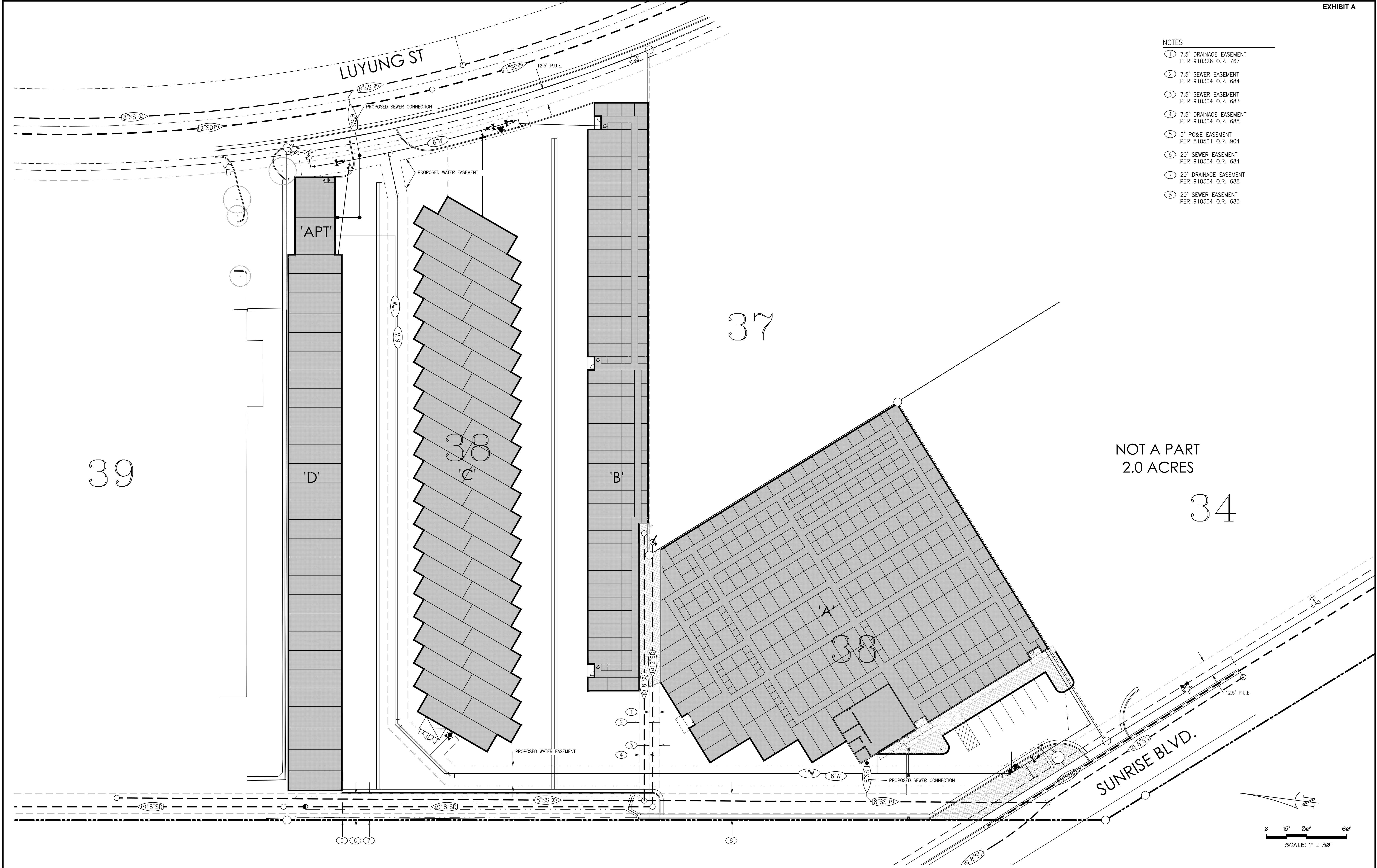
OF 1

JOB NO. 17-029-001

CALIFORNIA

NOTES

- ① 7.5' DRAINAGE EASEMENT
PER 910326 O.R. 767
- ② 7.5' SEWER EASEMENT
PER 910304 O.R. 684
- ③ 7.5' SEWER EASEMENT
PER 910304 O.R. 683
- ④ 7.5' DRAINAGE EASEMENT
PER 910304 O.R. 688
- ⑤ 5' PG&E EASEMENT
PER 810501 O.R. 904
- ⑥ 20' SEWER EASEMENT
PER 910304 O.R. 684
- ⑦ 20' DRAINAGE EASEMENT
PER 910304 O.R. 688
- ⑧ 20' SEWER EASEMENT
PER 910304 O.R. 683



AGENDA ITEM 11.1

NUMBER	DESCRIPTION	BY	DATE

REVISION BLK.	DRAWN BY: RTC
	DESIGNED BY: RTC
	CHECKED BY: RTC
	SCALE: 1"=30'
	DATE: 07-12-2017
	F.B. REF.

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PREPARED UNDER THE DIRECTION OF:
RONALD T. CONWAY
DATE

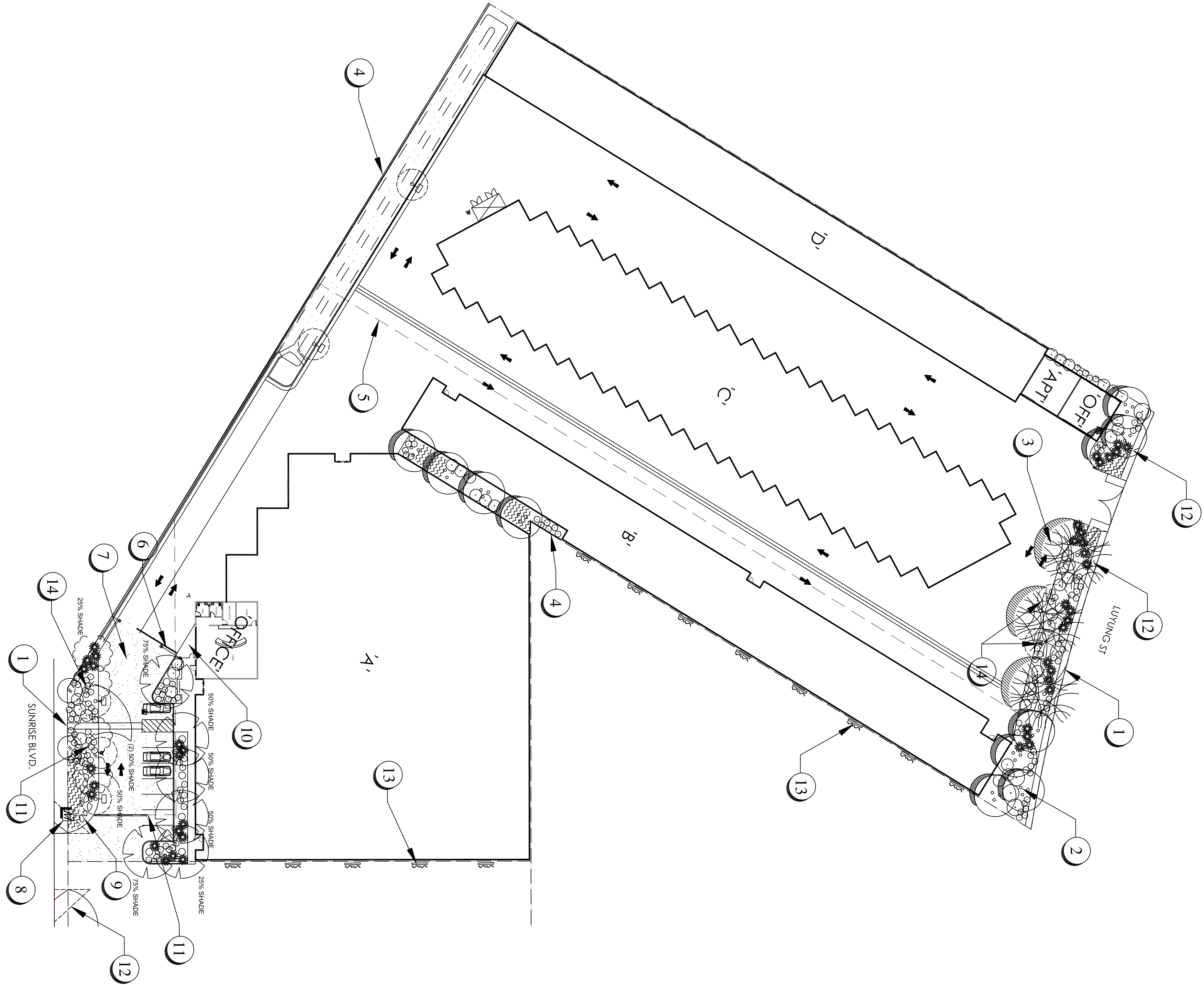


EXHIBIT FOR:
SUPERIOR STORAGE - SUNRISE
PRELIMINARY UTILITY PLAN

COUNTY

SHEET
1
OF
1
JOB NO. 17-029-001

CALIFORNIA



PROPOSED PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE (GAL.)	*WUCOLS	COUNT	SHADE S.F.
TREE						
●	CARPINUS PASTORATA	COLUMBIAN HORNBREAM	15 GAL.	LOW		
○	15 FT. DIAMETER AT 15 YRS. 176 SQ. FT.					
○	QUERCUS MOOREANA	ORACLE OAK	15 GAL.	LOW		
○	40 FT. DIAMETER AT 15 YEARS. 1,296 SQ. FT.					
○	LAURESTROMA TOUCARORA	SCARLETT ORANGE WREATHLE	15 GAL.	VERY LOW		
○	15 FT. DIAMETER AT 15 YRS. 176 SQ. FT.					
○	ACER RED SUNSET	RED SUNSET MAPLE	15 GAL.	LOW		
○	25 FT. DIAMETER AT 15 YRS. 489 SQ. FT.					
○	MULTI TRUNK LAURESTROMA DYNAMICITE	SCARLETT ORANGE WREATHLE	15 GAL.	LOW		
○	12 FT. DIAMETER AT 15 YRS. 113 SQ. FT.					
EVERGREEN SHRUBS						
○	OLEA LITTLE OLIVE	DWARF OLIVE	5 GAL.	VERY LOW		
○	RYNANUS SAN BRUNO	COFFEE BERRY	5 GAL.	LOW		
○	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGIER	5 GAL.	LOW		
○	BOCCONIA SYRIACA	PURPLE HORSER	1 GAL.	LOW		
○	ROSEMOYNA SPINOSA	ROSEMOYNA	2 GAL.	MODERATE		
○	WESTERNIA SMOKEY	SILVER COAST ROSEMARY	1 GAL.	VERY LOW		
PERENNIALS AND GROUNDCOVERS						
○	PENSTEMON LITTLE BUNNY	BUNNY TAIL GRASS	1 GAL.	LOW		
○	TEUCRIUM CHAMPORIS	GERMANIER	1 GAL.	LOW		
○	ERIGON ROSEMARYSUNUS	SEA LAVENDER	1 GAL.	LOW		
○	DEER GRASS	DEER GRASS	1 GAL.	LOW		
GRASSES						
○	FRANSETIA LITTLE BUNNY	LITTLE BUNNY GRASS	1 GAL.	LOW		
○	MULLENBERGIA CAPILLANS	PINK MULLET GRASS	1 GAL.	LOW		
GROUNDCOVER						
○	LANTANA MONTEVIDENSIS	LANTANA NEW GOLD	1 GAL.	LOW		
○	ARCTOSTAPHYLOS EMERALD CARPET	CREEPING MANZANITA	1 GAL.	LOW		
VINES						
○	HAPPY HANDS	HAPPY HANDS	1 GAL.	LOW		
○	HONEYBUCKLE	HONEYBUCKLE	1 GAL.	LOW		

NOTES:
(1) PLANT MASSING IS CONCEPTUAL. GAPS ARE LEFT TO RETAIN CLARITY OF PLANT ELEMENTS. PLANT VARIETY MAY BE AMENDED PER OWNER. WUCOLS WATER USE CALCULATION OF LANDSCAPE (SOURCES) REMAINS THE SAME.
(2) PLANTING GROUPED BY WATER USE (LOW, MED, HI) AND HYDROZONE (SHADE/SUN)

LANDSCAPE / SITE ELEMENTS

- RIGHT OF WAY, NO LANDSCAPE BEYOND THIS POINT.
- COLUMBIAN TREES AT BUILDING ENDS.
- LARGE CANOPY TREES AT LIVING FRONTAGE TO SCREEN PROPERTY.
- SITE SECURITY FENCING / WALLS PER ARCHITECT.
- 1-1/2" PRESSURE MAIN LINE FOR IRRIGATION USE.
- SLIDING ENTRY GATE AND TRACK, NO LANDSCAPE WITHIN 2 FT. CLEAR.
- PARKING AND ENTRY PAVING, SHADE COVERAGE AREA: 6,900 SQ. FT.
- 1" DEDICATED IRRIGATION METER AND FLOW SENSOR AT 1-1/2" LANDSCAPE WATER STUB
- DRY STACK RETAINING WALL WITH LOCAL MOSS ROCK, 30" HEIGHT MAX.
- ENTRY WALK TO OFFICE.
- 1/2" SLEEVES AT PAVEMENT FOR IRRIGATION AND ELEC. TYPICAL. ALL LOCATIONS NOT SHOWN
- TYPICAL VISIBILITY CONTROL AREA, NO PLANTING ABOVE 18" HEIGHT.
- 8 FT. TALL x 10 FT. WIDE STEEL TRELLIS, PLANT WITH FLOWERING EVERGREEN VINE.
- FREE HYDRANTS, AREA LIGHTS, NO TREE PLANTING WITHIN 10 FT.

* LANDSCAPE WATER USE CALCULATIONS

THE MAXIMUM APPLIED WATER ALLOWANCE (MAXIMUM GALLONS PER YEAR) FOR LANDSCAPE AREAS SHOWN IS BASED ON THE FOLLOWING FORMULA:
MAMA = (Ea) x (G) x (LA) x (SLA)
MAMA = 600 x 0.02 x 6,900 x 0 = 138,979 gallons/year
Ea = MAX. ANNUAL EVAPOTRANSPIRATION (STATE OF CALIFORNIA LISTING AT FOLSOM)
G = IRRIGATION EFFICIENCY FACTOR, ADJUSTS WATER NEED BASED ON PLANT FACTOR AND IRRIGATION METHOD
LA = TOTAL LANDSCAPE AREA PER PLAN
SLA = SPECIAL LANDSCAPE AREA (NONE ON THIS SITE)
G = CONVERSION FACTOR (TO GALLONS)

IRRIGATION DESIGN STATEMENT

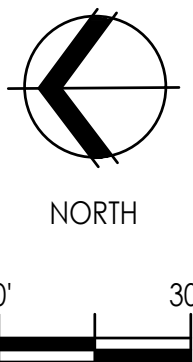
WEATHER SENSING TECHNOLOGY FLOW SENSING AND RAIN SHUTOFF TECHNOLOGY WILL BE INCORPORATED INTO THE FINAL DESIGN OF LANDSCAPE. MOST PLANTING SUCH AS SHRUBS AND GROUND-COVERS WILL BE IRRIGATED WITH POINT-SPECIFIC, LOW FLOW DRIP IRRIGATION. ALL DRIP LINES TO BE STAKED AND COVERED BY HARDWOOD CHIP MULCH, 3" MIN. THERE WILL BE NO TURF AREAS ON THIS PROJECT.
NEWLY PLANTED TREES WILL BE IRRIGATED USING NEFTAMUL TREATMENT COLLARS TO PREVENT RUNOFF. TREES WILL BE IRRIGATED SEPARATELY FROM SHRUBS AND GROUNDCOVERS.
ALL PLANTING AREAS WILL BE TOP-DRESSED WITH 3" MIN. HARDWOOD CHIP MULCH TO RETAIN MOISTURE.
ALL HYDRO-ZONES BASED ON SUN EXPOSURE AND PLANT TYPE WILL BE IRRIGATED SEPARATELY.
EXISTING TREES AND SHRUBS TO REMAIN SHALL NOT BE IRRIGATED WITHIN TREE PROTECTION ZONE.
MAX. DESIGN FLOW: 40 G.P.M. MAX IN 1-1/4" PRESSURE MAIN, DESIGN PRESSURE: 40 PSI
OWNER SHALL PROVIDE AUDIT OF FINISHED IRRIGATION SYSTEM BY A CERTIFIED THIRD PARTY. TO INCLUDE RECOMMENDED MAX. SEASONAL RUN TIMES (DAILY) AND QUARTERLY ADJUSTMENTS TO SCHEDULE.

SUPERIOR SELF STORAGE

RANCHO CORDOVA, CA

SITE LIGHTING PHOTOMETRIC

SCALE: NONE



LUMINAIRE SCHEDULE							
CALLOUT	SYMBOL	LAMP	DESCRIPTION	MODEL	INPUT WATTS	VOLTS	QUANTITY
FX1		(1) 69W LED	LED WALL MOUNT 15' A.F.F.	Lithonia Lighting, CSXW LED 30C 700 40K T3M	69	120V 1P 2W	43
FX2		(1) 268W LEDLED	LED AREA LUMINAIRE 20' A.F.F.	Lithonia Lighting, CSX2 LED 120C 700 40K T5M	268	120V 1P 2W	5

GENERAL PHOTOMETRIC SCHEDULE	
AVERAGE FOOTCANDLES	2.04
MAXIMUM FOOTCANDLES	6.7
MINIMUM FOOTCANDLES	.0

- CALL-OUT NOTES
- ALL OUTDOOR LIGHTING TO BE CONNECTED VIA AUTOMATIC TIME SWITCH IN CONJUNCTION WITH PHOTOCELL. ALL OUTDOOR LIGHTING TO ALSO BE CONNECTED VIA DIMMABLE SWITCH IN CONJUNCTION WITH MOTION SENSOR THAT HAS AUTO-ON FUNCTIONALITY THAT AUTOMATICALLY REDUCES LIGHTING POWER BETWEEN 40-80 PERCENT PER T-24 REQUIREMENTS (TYP).
 - CONTRACTOR TO VERIFY THAT PROPER SHIELDING AND CUT-OFF IS IN PLACE TO PREVENT LIGHT SPILL ONTO NEIGHBORING PROPERTY AS WELL AS LIGHT GLARE. (TYP)

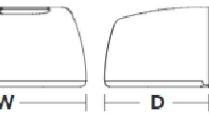


CSXW LED LED Wall Luminaire



Specifications

Height: 7-1/8" (182 mm)
Width: 16-3/8" (416 mm)
Depth: 9-5/16" (238 mm)
Weight (max): 20 lbs (9.1 kg)



Color Number	
Finish	
Notes	

Introduction

The Contour® Series luminaires offer traditional square dayforms with softened edges for a versatile look that complements many applications. The CSXW LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100-400W metal halide in wall-mounted applications with typical energy savings of 80% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: CSXW LED 30C 700 40K T3M MVOLT DOBXD											
Series	LEDs	Data current	Color temperature	Distribution	Height	Mounting	Options	Notes	Notes	Notes	Notes
CSXW LED	30C	700 mA	40K	DOBXD	30"	Wall mount	Standard	Standard	Standard	Standard	Standard



CSX2 LED LED Area Luminaire



Specifications

EPA: 1.2 ft (365 mm)
Length: 36-1/2" (927 mm)
Width: 19-1/2" (493 mm)
Height: 5-3/4" (146 mm)
Weight (max): 50 lbs (22.7 kg)



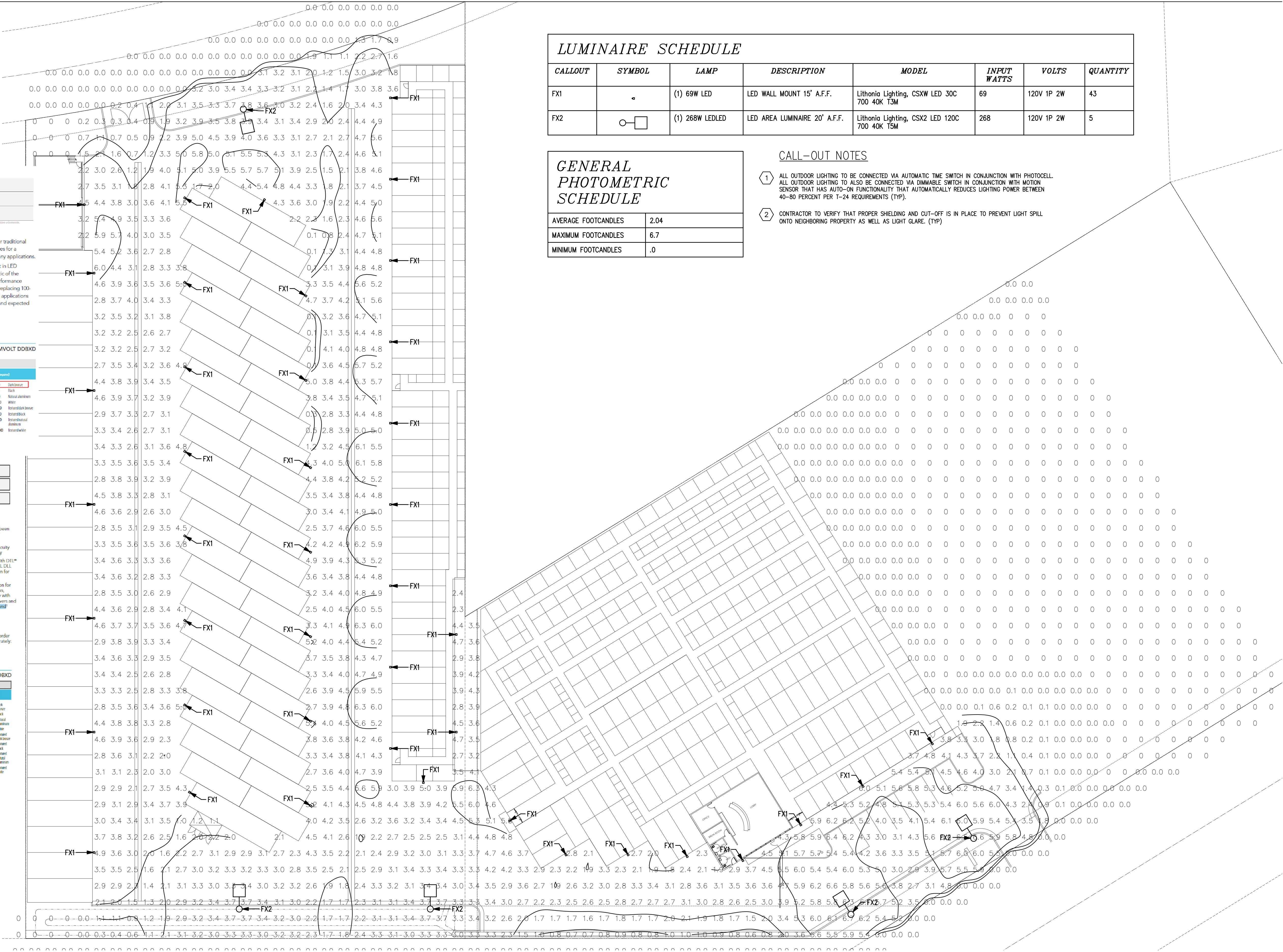
Color Number	
Finish	
Notes	

Capable Luminaire

- This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.
- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.
 - This luminaire is A+ Certified when ordered with DTL+ controls marked by a **shaded background**.
 - This luminaire is part of an A+ Certified solution for RCMAP2 or XPCore™ Wireless control networks, providing out of the box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**.
- To learn more about A+:
visit www.acuitybrands.com/a+.
- See ordering tree for details.
 - A+ Certified Solutions for RCMAP require the order of one RCMAP node per luminaire. Sold Separately. Link to RCMAP: Link to DTL+ DTL.

Ordering Information

EXAMPLE: CSX2 LED 120C 1000 40K TSM MVOLT SPA DOBXD											
Series	LEDs	Data current	Color temperature	Distribution	Height	Mounting	Options	Notes	Notes	Notes	Notes
CSX2 LED	120C	1000 mA	40K	DOBXD	30"	Wall mount	Standard	Standard	Standard	Standard	Standard





PROJECT NARRATIVE

THE PROPOSED PROJECT IS A SELF STORAGE AND RV STORAGE DEVELOPMENT CONTAINING 4 BUILDINGS TOTALING 112,438 SQUARE FEET ON A 4.989 ACRE PARCEL. THIS TOTAL BUILDING AREA INCLUDES THE STORAGE MANAGEMENT OFFICE AND A 2 STORY RESIDENT MANAGER'S APARTMENT.

THE PROPOSED HOURS OF OFFICE OPERATION ARE:
MON - SAT : 9am to 6pm
SUN: 10am to 4pm

THE PROPOSED HOURS OF GATE OPERATION ARE:
MON - SAT : 6am to 10pm
SUN: 9am to 6pm

OPERATIONS WILL INVOLVE ONE EMPLOYEE, WITH A SECOND EMPLOYEE AVAILABLE AT BUSY TIMES ON AN AS NEEDED BASIS.

SITE NOTES

1. PROJECT SITE IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN

FIRE DEPT. NOTE

FIRE ACCESS ROADWAYS SHALL BE BUILT TO BEAR A MINIMUM OF 80,000 POUNDS AND MEET SACRAMENTO COUNTY PUBLIC WORKS STANDARDS FOR ROADWAYS. A REPORT, PREPARED BY A REGISTERED GEOTECHNICAL ENGINEER, VERIFYING THE ABILITY OF THE ROAD TO BEAR THE REQUIRED MINIMUM WEIGHT, SHALL BE SUBMITTED WITH ANY PLAN INDICATING CONSTRUCTION OF ROADWAY. VERIFICATION OF CONSTRUCTED ROADWAY SHALL BE PROVIDED BY A REGISTERED GEOTECHNICAL ENGINEER PRIOR TO FINAL OF THE PROJECT

SHEET INDEX

- 1- SITE PLAN
- 2- UNTIMIX PLAN
- 3- OFFICE & RESIDENCE ENLARGEMENT
- 4- ROOF PLAN
- 5- ELEVATIONS
- 6- ELEVATIONS
- ADJACENT BUILDINGS EXHIBIT
- EXISTING SITE CONDITIONS
- PRELIMINARY GRADING PLAN
- PRELIMINARY UTILITY PLAN
- LANDSCAPE PLANTING CONCEPT
- SITE LIGHTING PLAN

OWNER/DEVELOPER:

DAVE KINDELT
SUPERIOR STORAGE GROUP
4120 DOUGLAS BLVD-SUITE 306-504
GRANITE BAY, CA 95746
PHONE: 916-789-0500
E-MAIL: dave@superiorstoragegroup.com

ARCHITECT

VALLI ARCHITECTURAL GROUP
27405 PUERTA REAL, SUITE 235
MISSION VIEJO, CA 92691
CONTACT: ARIEL L. VALLI
PHONE: 949/813-4191
EMAIL: ARIEL@VALLIARCH.COM

CIVIL ENGINEER

CTA ENGINEERING & SURVEYING
3233 MONIER CIRCLE
RANCHO CORDOVA, CA 95742
CONTACT: RON CONWAY
PHONE: 916/638-0919
EMAIL: RCONWAY@CTAES.NET

LANDSCAPE ARCHITECT

SCOTT VOLMER
GREAT VALLEY DESIGN, INC.
1219 SPRUCE LANE
DAVIS, CA 95616
PHONE: 530-792-7095
E-MAIL: SVOLMER@GRVOLLEY.COM

SITE DATA

ADDRESS:	LUYUNG DRIVE (STREET NUMBER UNASSIGNED)
LEGAL DESCRIPTION:	PARCEL 38 OF 60 P.M. 27
ASSESSOR PARCEL NUMBER:	072-0510-017
CURRENT GENERAL PLAN:	INDUSTRIAL
PROPOSED GENERAL PLAN:	INDUSTRIAL
CURRENT ZONING:	M1 & M2
PROPOSED ZONING:	M1 & M2

SITE AREA: 217,321 SF (4.989 ACRES)

SITE COVERAGE:	
BUILDING FOOTPRINTS:	109,340 sf (50.3 %)
DRIVEWAYS AND PAVEMENT:	96,844 sf (44.6 %)
LANDSCAPING:	11,137 sf (5.1 %)
TOTAL:	217,321 sf (100.0%)

BUILDING DATA

BUILDING A (1 STORY):	47,655 SF (20'-0" HIGH)
BUILDING B (1 STORY):	18,736 SF (14'-0" HIGH)
BUILDING C (1 STORY):	26,260 SF (18'-6" HIGH)
BUILDING D (1 STORY):	14,689 SF (19'-4" HIGH)
STORAGE & RV SUBTOTAL:	107,340 SF

OFFICE (IN BLDG A):	2,000 SF
APARTMENT & GARAGE (2 STORY):	3,088 SF (25'-4" HIGH)
PROJECT TOTAL:	112,428 SF

OCCUPANCY (OFFICE)	B
OCCUPANCY (STORAGE & RV)	S-1
OCCUPANCY (APARTMENT)	R-1

CONSTRUCTION TYPE (STORAGE & RV):	II-B (FIRE SPRINKLERS)
CONSTRUCTION TYPE (APARTMENT):	V-B (FIRE SPRINKLERS)

PARKING DATA (SELF STORAGE)

PARKING REQUIRED @ 2 per 1,000 gsft:
83,080 sf / 500 = 166.1 *
(NOTE: RV BUILDING C EXCLUDED FROM CALCULATION. EACH RV SPACE IS A PARKING SPACE).
PARKING PROVIDED: 8 PERMANENT SPACES AT OFFICE (INCLUDES 1 H/C VAN SPACE)

*NOTE:
PARKING REDUCTION WILL BE REQUIRED

PARKING DATA (APARTMENT)

PARKING REQUIRED: 2 COVERED
PARKING PROVIDED: 2 CAR GARAGE

DISABLED ACCESS PATH OF TRAVEL
48" MINIMUM WIDTH,
5% MAXIMUM SLOPE,
2% MAXIMUM CROSS SLOPE



VICINITY MAP

N.T.S.



VALLI
ARCHITECTURAL
GROUP
27405 PUERTA REAL, SUITE 235 PH: 949/813-4191
MISSION VIEJO, CA 92691 ariel@vallarch.com

A 123

AGENDA ITEM 11.1

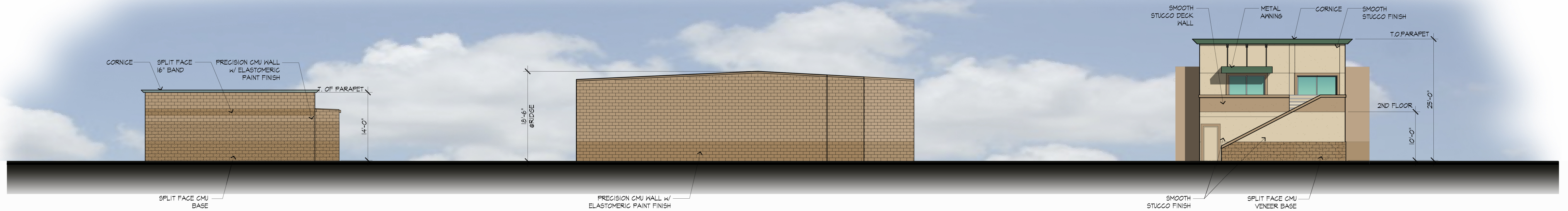
SUPERIOR SELF STORAGE

RANCHO CORDOVA, CA

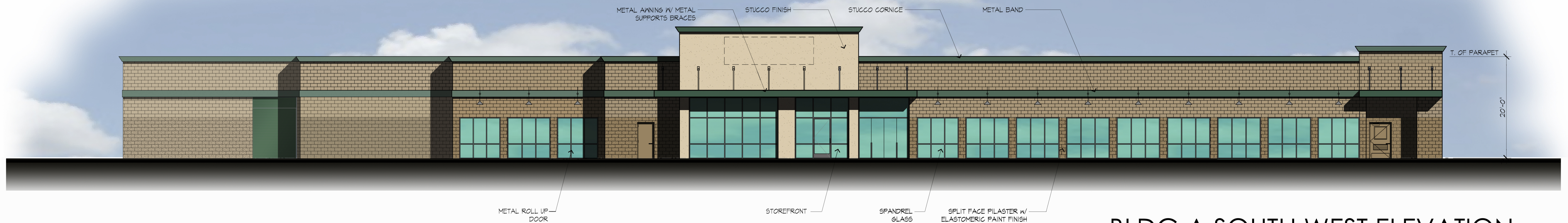
SITE PLAN

6/15/17

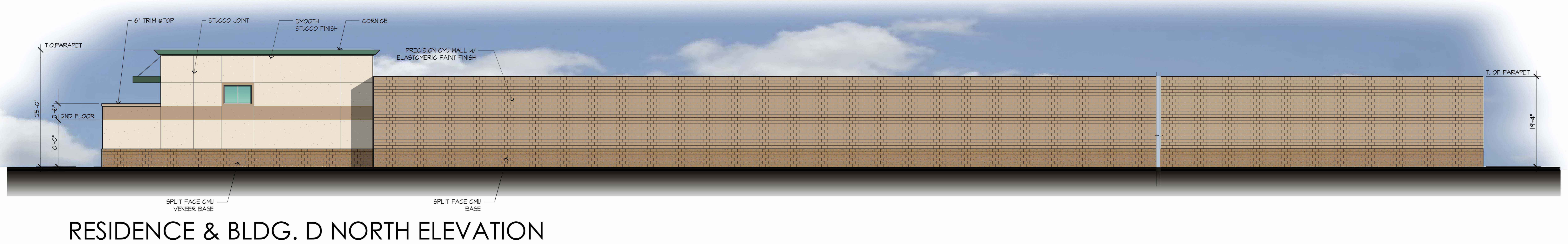
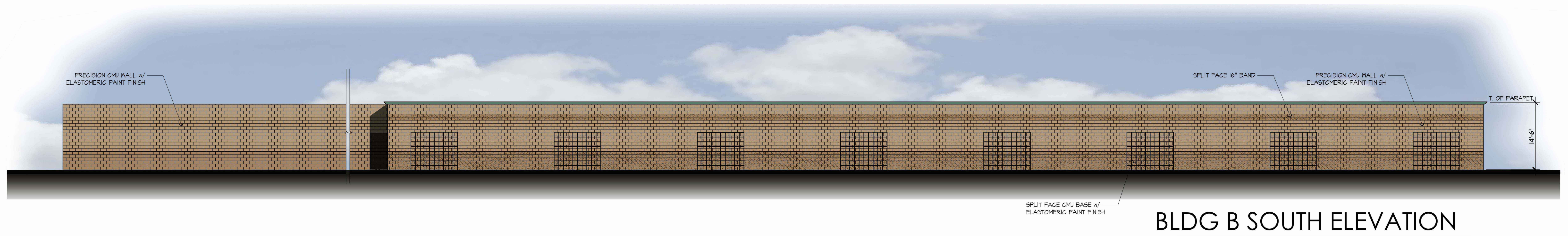
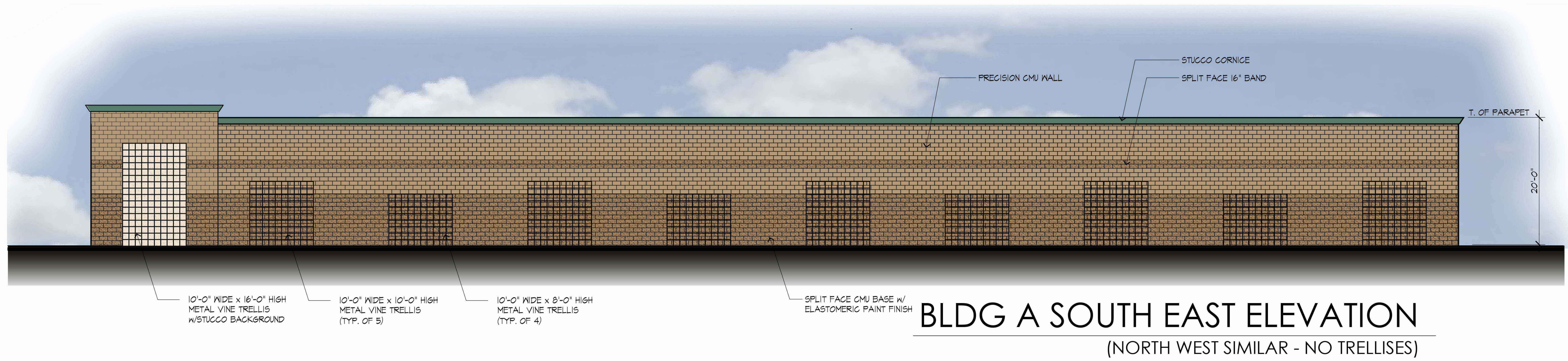
SCALE : 1" = 30'-0"



OVERALL EAST ELEVATION
NOTE: PERIMETER FENCING DELETED FOR CLARITY



BLDG A SOUTH WEST ELEVATION



AGENDA ITEM 11.1

SUPERIOR SELF STORAGE

RANCHO CORDOVA, CA

ELEVATIONS

8/11/17

SCALE: 1" = 30'-0"

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a Major Design Review Permit and Adjustment for four, one-story self-storage buildings, totaling 112,428 square feet. The proposal also includes a two-story caretaker apartment and an office, with supporting parking, lighting, and landscaping within a Light Industrial/Manufacturing and Heavy Industrial/Manufacturing Zoning District, as described in the City Council staff report dated August 21, 2017, and Exhibit A with the conditions herein, for Project No. DD9699.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Finance	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
5.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
6.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Construction	On-Going	Planning/ Building/Code Enforcement	
7.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	On-going	Planning/ Building	
8.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Construction	On-Going	Public Works	
9.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning	
10.	There shall be no outside storage area on the project site.	Use	On-going	Planning	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
Prior to Approval of Improvement Plans					
11.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Infrastructure	Prior to Approval of Improvement Plans	Public Works	
12.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Improvement Bond	Prior to Approval of Improvement Plans	Public Works	
13.	Incorporate permanent storm water quality treatment measures into the site improvement plans in conformance with applicable County ordinances & standards, and state and federal law.	Storm Water	Prior to Approval of Improvement Plans	Public Works	
14.	Provide evidence of cross access easement with the property to the south.	Easement	Prior to Approval of Improvement Plans	Public Works	
15.	Plans shall be submitted to Sacramento County Water Agency and shall comply with the following; a. Provide public water service to each parcel and each building. b. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval. c. Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all	Water	Prior to Approval of Improvement Plans	Public Works	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction. d. When available, the applicant shall use non-potable water during grading and construction. e. Provide metered connections on transmission mains to the satisfaction of the Sacramento County Water Agency. f. Prior to the issuance of building permits require water intensive commercial and industrial building permit applicants to conduct a water use efficiency review and submit the findings in required environmental documentation for the project. g. Prior to the issuance of building permits require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service. h. Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.				
16.	The applicant shall coordinate with Sacramento Area Sewer District on the following conditions: a. To obtain sewer service for this project, construction of onsite sewer infrastructure will be required to the satisfaction of SASD.	Sewer	Prior to Approval of Improvement Plans	SASD and Public Works	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	b. SASD Design Standards apply to any onsite and offsite sewer construction. The existing 4-inch service lateral will have to be replaced with a 6-inch service lateral. c. SASD and Regional San may require additional sewer impact fee payments in accordance with each District's Ordinances. Fees are to be paid prior to the issuance of building permits. Applicant should contact Permit Services Unit at 916-876-6100 for sewer impact fee information.				
17.	The applicant shall comply with the Fire conditions as follows; a. Show the design for a fire access roadway of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension on the improvement plans. The access roadway shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. b. Show on the plans how Fire Lanes will be marked. Fire Lane identification shall be provided along the required fire access roadway. Fire Lane identification shall be in accordance with the Sacramento Metro Fire Districts Fire Prevention Standard #3 and the California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway widths shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads. c. Provide a note on the plan that reads, "Fire access roadways shall be built to bear a minimum of 80,000 pounds and meet the Sacramento County Public Works Standards for roadways. A report, prepared by a registered	Fire	Prior to Approval of Improvement Plans	Sac Metro Fire District/ Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project.” Required Private streets and fire apparatus access roads shall be installed to the “first lift,” (Up to the last one inch of pavement) identified, and verified by SMFD prior to <u>any</u> construction, (including foundations) or on-site storage of combustible materials. d. Show the location of the required fire hydrants for this project on the improvement plans. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to <u>any</u> construction, (including foundations) or on-site storage of combustible materials. The minimum required fire flow for the protection of commercial developments is 1,500 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration.				
18.	Prior to any construction activity, a pre-construction determinate survey shall be required for work that will commence during the migratory bird nesting season (February 1 through August 31). This survey is to determine if there is active onsite nesting by birds protected under the Migratory Bird Treaty Act (MBTA) would be affected by construction activities. If all construction activity would occur outside this time, the survey is not required. If nesting activity is observed, consultation with the City of Rancho Cordova Planning Department and the California Department of Fish and Wildlife shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity	Survey	At Improvement Plans/ grading permit issuance.	Planning	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Wildlife.				
Prior to Issuance of Building Permits					
19.	All trash enclosures and refuse areas shall comply with zoning code regulations and all service provider standards regarding amount, design, and access based upon the project's estimated need and waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view. The gate to the trash enclosure shall be an opaque metal gate.	Architectural	Prior to Issuance of Building Permits	Planning	
20.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115. All parking shall be located near main entrances and not impede onsite automobile and pedestrian access. The final design and location will be reviewed and approved by the Planning Department.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
21.	A final landscape plan shall be submitted to the Planning Department in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule	Landscaping	Prior to Issuance of Building Permits	Planning	
22.	Vines shall be incorporated with every other metal trellis along Building A.	Landscaping	Prior to Issuance of	Planning	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
			Building Permits		
23.	Building A roll up door on the southwest elevation, vents, gutters, downspouts, flashing, electrical and gas meters, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Community Development Director.	Architectural	Prior to Issuance of Building Permits	Planning	
24.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.	Architectural	Prior to Issuance of Building Permits	Planning	
25.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
26.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the SWU annexation not to exceed \$7,000 per annexation	Funding	Prior to Issuance of Building Permits	Public Works	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
27.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2008-1 (Street Lighting and Road Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Funding	Prior to Issuance of Building Permits	Public Works	
28.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	Funding	Prior to Issuance of Building Permits	Public Works	
29.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • Utility laterals • All facilities, including but not limited to, sidewalk, driveways,	Infrastructure	Prior to Issuance of Building Permits	Public Works	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	etc. shall be upgraded to meet current ADA requirements and City Standards. A large portion of the existing sidewalk on Luyung Drive does not meet the requirements and shall be replaced. - Remove and replace all sidewalks, curb and gutter on Sunrise Boulevard frontage. The curb shall be replaced with type 2 curb per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk. - Construct one type A driveway on Sunrise Boulevard. The driveway will be a shared driveway with the property located adjacent to the south boundary and be a minimum of 35 feet per City Standards. - Replace damaged sidewalk and curb and gutter along property frontage on Luyung Drive to the satisfaction of the Public Works Department. Sidewalk panels shall be replaced to the nearest joint. - Public improvement plans shall clearly delineate all transitions to existing improvements. All improvements to be designed and constructed to the satisfaction of the Public Works Department.				
30.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of the damaged Sidewalk and driveway along property frontage to the satisfaction of the Public Works Department. Please contact the Public Works Department at (916) 851-8719 to arrange for a site meeting to mark out damaged sidewalk and driveway.	Infrastructure	Prior to Issuance of Building Permit	Public Works	
31.	Designer shall certify that installed landscaping conforms to City water conservation landscape requirements.	Landscape	Prior to Issuance of Building Permit	Public Works	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
32.	The applicant shall comply with SMUD conditions as follows; a. In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal. b. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. c. The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.). d. SMUD occupies an overhead distribution line easement within the boundaries of the subject parcel (e.g., the western 5-feet of parcel 072-0510-009 and 072-0510-013) and certain uses are not permitted or compatible with the safety, operation, maintenance and construction of our distribution line facilities. If the Applicant proposes any use within the distribution line easement, the Applicant shall route its plans to SMUD for review. e. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	Infrastructure	Prior to Issuance of Building Permits	SMUD / Public Works	
Prior to Final inspection/Certificate of Occupancy					
33.	Install improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Improvements	Prior to Final Building Inspection	Public Works	

Superior Self-Storage DD9699 Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
34.	The applicant shall meet the following: Civil Site Plans and Architectural Plans shall be submitted <u>and</u> approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be <u>submitted</u> prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District does not allow deferred submittals for Fire Sprinkler and/or Fire Alarm plans.	Fire	Prior to Final Building Inspection	Fire	
35.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Fire	Prior to Final Inspection/ Certificate of Occupancy	Fire	
36.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the Director of the City Public Works Department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090.	Landscaping	Prior to Final Inspection/ Certificate of Occupancy	Planning/ Public Works	
37.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Plans	Prior to final building inspection	Public Works	
38.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plans and/or final map.	Funding	Prior to Final Inspection/ Certificate of Occupancy	Planning	



TRAFFIC SAFETY ENGINEERS

June 19, 2017

July 6, 2017 (Revision No. 1)

Mr. Ariel L. Valli
President
Valli Architectural Group
27405 Puerta Real – Suite 235
Mission Viejo, CA 92691

Dear Mr. Valli:

The report summarizes our traffic trip generation and parking study for the proposed Superior Self-Storage facility to be located on Sunrise Boulevard in the City of Rancho Cordova.

1. Project Description

The project proposes to build a mixture of self storage and RV/boat storage facility with the following storage components:

Building A	– 47,655 square feet
Building B	– 18,736 square feet
Building D	– 14,689 square feet
Total Self-Storage	– 81,080 square feet
Building C	– 42 15'x42' RV/Boat spaces
	– 2 15'x60' RV/Boat spaces

A total of 8 on-site parking spaces is provided. A copy of project site plan is shown in Figure A.

2. Project Trip Generation

The trips to be generated by the proposed self-storage site use of the project are estimated in Table 1, below, based on Land Use Code 151 "Mini Warehouse" of ITE Trip Generation Manual, 9th Edition, of the project. Currently, ITE Trip Generation Manual does not have trip generation rates for RV/Boat Storage. Trip generation rates for boat/RV storage were derived from three existing RV storage sites (see Exhibit A).

Site Use	A.M. Peak Hour Traffic			P.M. Peak Hour Traffic			Daily
	In	Out	Total	In	Out	Total	
Trip Generation Rates: Mini-Warehouse (Trips per TSF)	0.077	0.063	0.14	0.13	0.13	0.26	2.50
Boat/RV Storage(▲) (Trips per Stall)	0.005	0.017	0.022	0.02	0.008	0.028	0.108
Project Trip Generated: Mini-Warehouse (81 TSF)	6.237	31.827	38.064	10.530	10.530	21.060	202.500
Boat/RV Storage (44 stalls)	0.220	0.748	0.968	0.880	0.352	1.232	4.732
Project Trips Generated Mini-Warehouse Boat/RV Storage	6.457	31.827	38.284	11.410	10.882	22.292	207.252

*TSF denotes 1,000 square feet of floor area
(▲) See Exhibit "A"

3. Parking Demand Surveys

To estimate the number of parking spaces required by the proposed project, parking demand surveys were conducted at four existing self-storage facilities in California. Results of these parking surveys are summarized below:

Location and Description of Existing Self-Storage Facility	Highest Peak Parking Demand Observed (Parking Spaces Occupied)	Highest Parking Demand Rate (Parking Space per Square Foot)
Madison Square Self-Storage 7777 E. Santa Ana Canyon Road, City of Anaheim Total Storage Floor Area = 131,475 sq. ft.	8	0.0000608
Williamson Self-Storage 3450 E. La Palma Avenue, City of Anaheim Total Storage Floor Area = 131,475 sq. ft.	12	0.0000589
Superior Self-Storage 7716 Folsom Blvd, City of Sacramento Total Storage Floor Area = 122,000 sq. ft.	6	0.0000491
Extra Space Self-Storage (formerly Superior Self-Storage) 975 F Street, City of Sacramento Total Storage Floor Area = 110,200 sq. ft.	6	0.0000544
Average of highest parking demand rates observed on four existing self-storage facilities		0.0000558

4. Findings and Conclusions

Our parking utilization surveys at four existing self-storage facilities indicate an average of highest peak parking demand rate of 0.0000558 space per square foot of storage area. Based on this average peak parking demand rate of 0.0000558, the total parking spaces required for the proposed project would be $0.0000558 \times 81,000$ square feet of storage area = 5 spaces.

Page 4

In conclusion, our parking analysis indicates that the 8 parking spaces provided for the proposed project site are more than adequate to serve the project's peak parking demands.

Sunrise Boulevard is a divided six-lane highway providing a primary access to and from the project site. One traffic lane typically carries 10,000 vehicles per day. Trip generation estimates that the proposed project facility would generate less than 210 vehicles per day. The project would add 0.35% or rounded off to 1% vehicles to Sunrise Boulevard. Any project adding 5% or less of the traffic to the highway is considered insignificant. Therefore, this proposed project does not impact traffic circulation on Sunrise Boulevard.

We trust that the results of this trip generation analysis will be of assistance to the City of Rancho Cordova in formulating their decision pertaining to the approval of this project. Should you have any questions, please do not hesitate to call us.

Respectfully submitted,



C. Hui Lai, P.E.
Traffic Engineer



The site plan shows a property with several buildings and an office. Building 'A' is a large, irregularly shaped building. Building 'B' is a tall, narrow building. Building 'C' is a row of small, rectangular buildings. Building 'D' is a tall, narrow building. Building 'APT' is a small building. The office is a small building. The plan includes dimensions for buildings and setbacks. It also shows streets: LUYUNG ST and SUNRISE BLVD. Other features include gates, walls, easements, and a monument sign.

Key features and dimensions:

- Building 'A': 207'-11" (diagonal), 45'-0" (width), 1'-0" (width), 7'-6" (width), 15'-0" (width), 40'-0" (width), 30'-0" (width), 52'-0" (width), 20'-0" (width), 1'-0" (width).
- Building 'B': 45'-0" (width), 1'-0" (width), 7'-6" (width), 15'-0" (width), 40'-0" (width), 30'-0" (width), 52'-0" (width), 20'-0" (width), 1'-0" (width).
- Building 'C': 15x42 (multiple units), 15x60 (multiple units), 80'-3" (width), 15'-0" (width), 40'-0" (width), 30'-0" (width), 52'-0" (width), 20'-0" (width), 1'-0" (width).
- Building 'D': 40'-0" (width), 1'-0" (width), 53'-11" (width), 48'-11" (width), 45'-0" (width), 1'-0" (width), 53'-11" (width), 48'-11" (width), 45'-0" (width), 1'-0" (width).
- Building 'APT': 5'-0" (width), 23'-8" (width).
- Office: 7'-6" (width), 15'-0" (width), 40'-0" (width), 30'-0" (width), 52'-0" (width), 20'-0" (width), 1'-0" (width).
- Setbacks: 20'-0" (from LUYUNG ST), 40'-0" (from SUNRISE BLVD), 30'-0" (from SUNRISE BLVD), 50'-0" (from SUNRISE BLVD).
- Streets: LUYUNG ST, SUNRISE BLVD.
- Other features: 8'-0" HIGH TUBULAR STEEL SECURITY GATE, DECORATIVE 4HR FIRE RATED CMU WALL, 50' HIGH FLAGPOLE, MONUMENT SIGN, SHARED ENTRY DRIVEWAY, TRASH ENCLOSURE, EASEMENT.



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Superior Self-Storage

DD9699- August 21, 2017

Major Design Review and Adjustments

June Cowles, Senior Planner

Project Request

The applicant is proposing to construct four, one-story self-storage buildings, totaling 112,428 square feet. The proposal includes a two-story caretaker apartment and an office, with supporting parking, lighting, and landscaping.

Entitlements Required

- **Major Design Review Permit:** For construction per Zoning Code section 23.141.
- **Adjustment:** For a parking adjustment of 22 percent per Zoning Code section 23.131.070.

Site Location



Sacramento County

Zoning Map



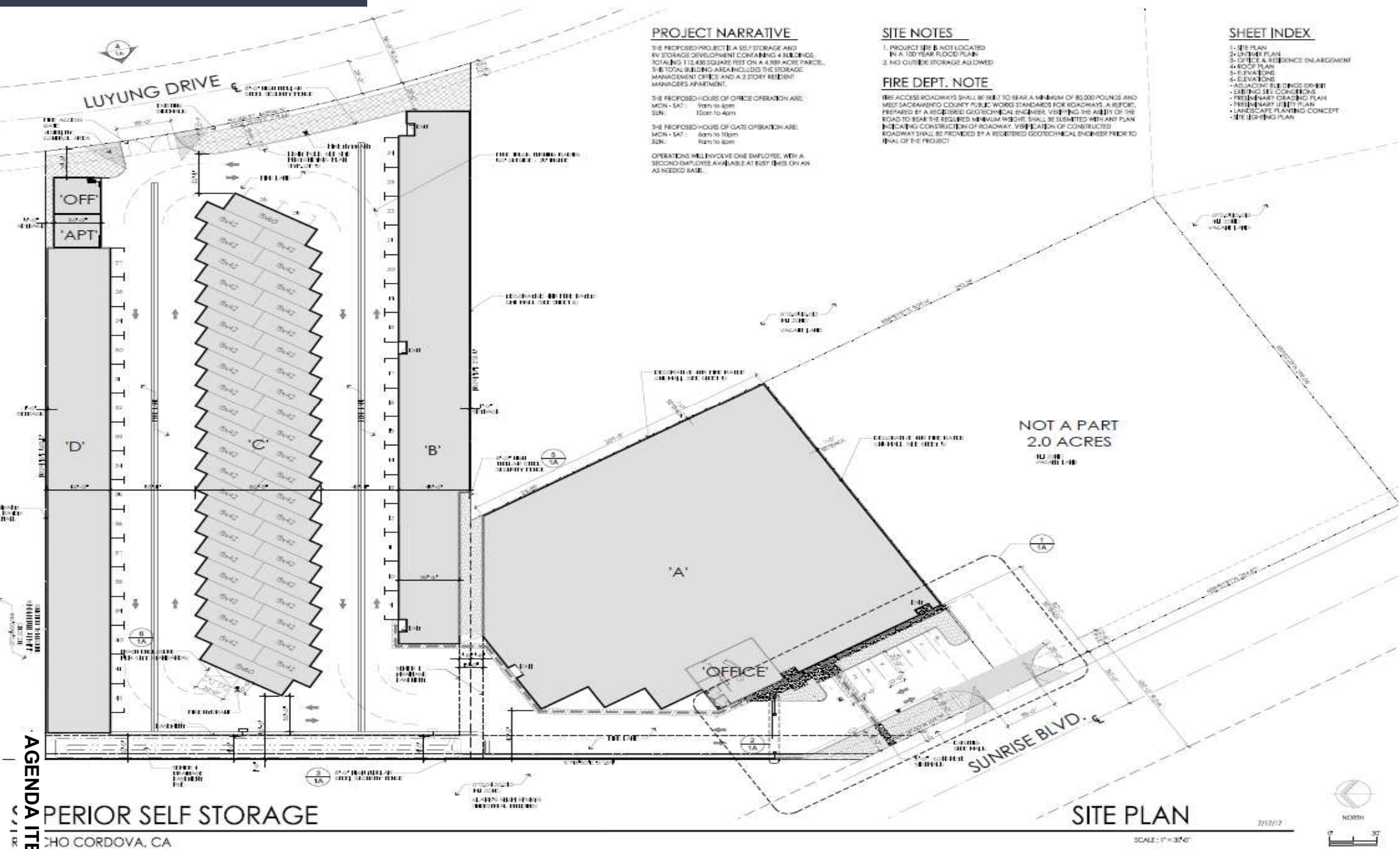
Existing Conditions, view from Sunrise
Avenue



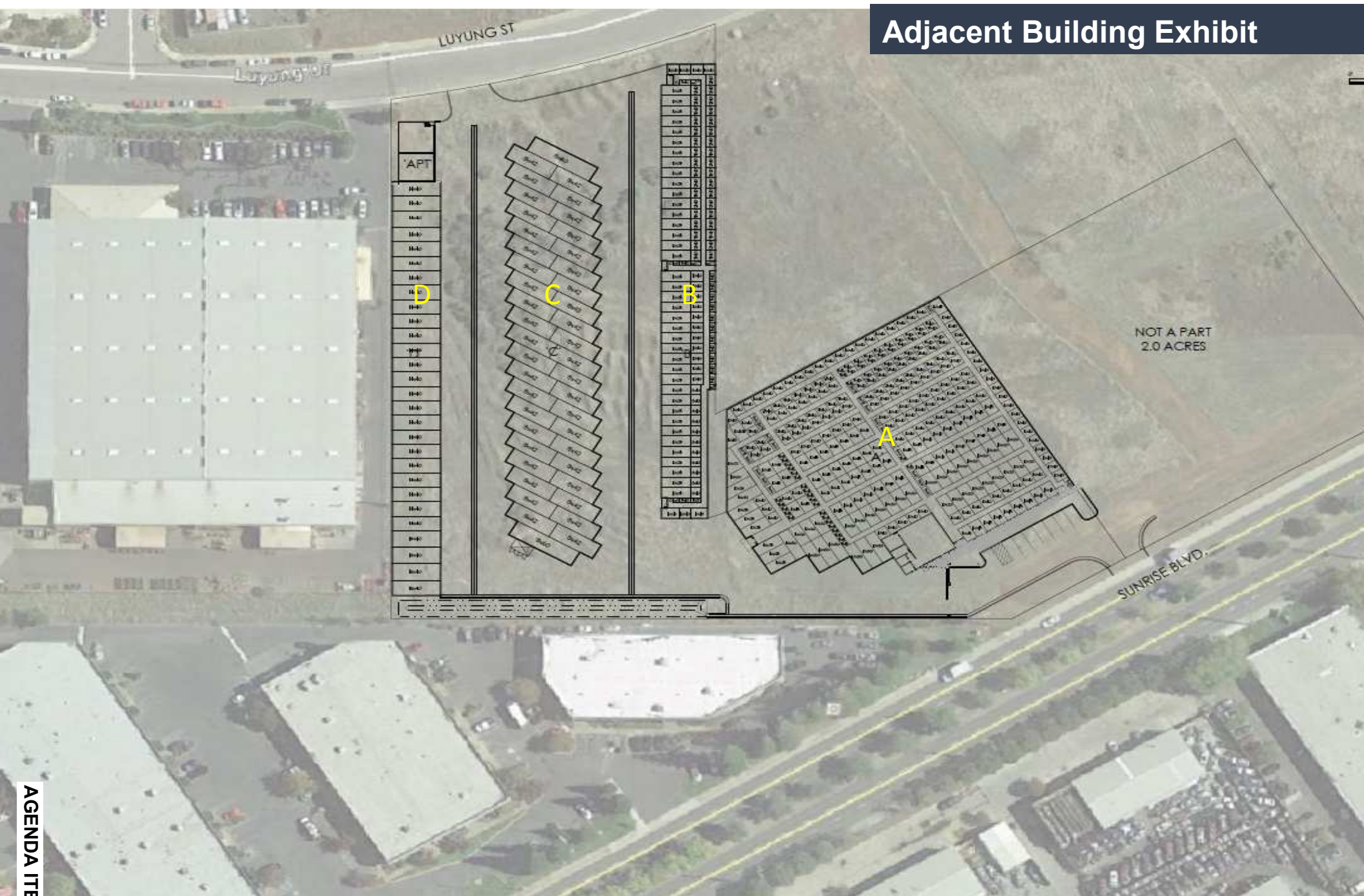
Existing Conditions, view from Luyung Drive



osed Site Plan



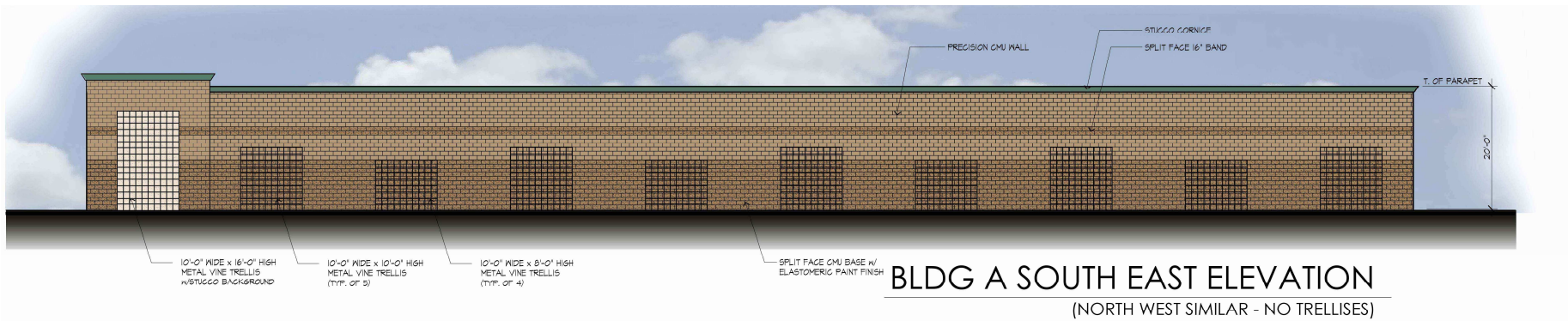
Adjacent Building Exhibit



ations Building A



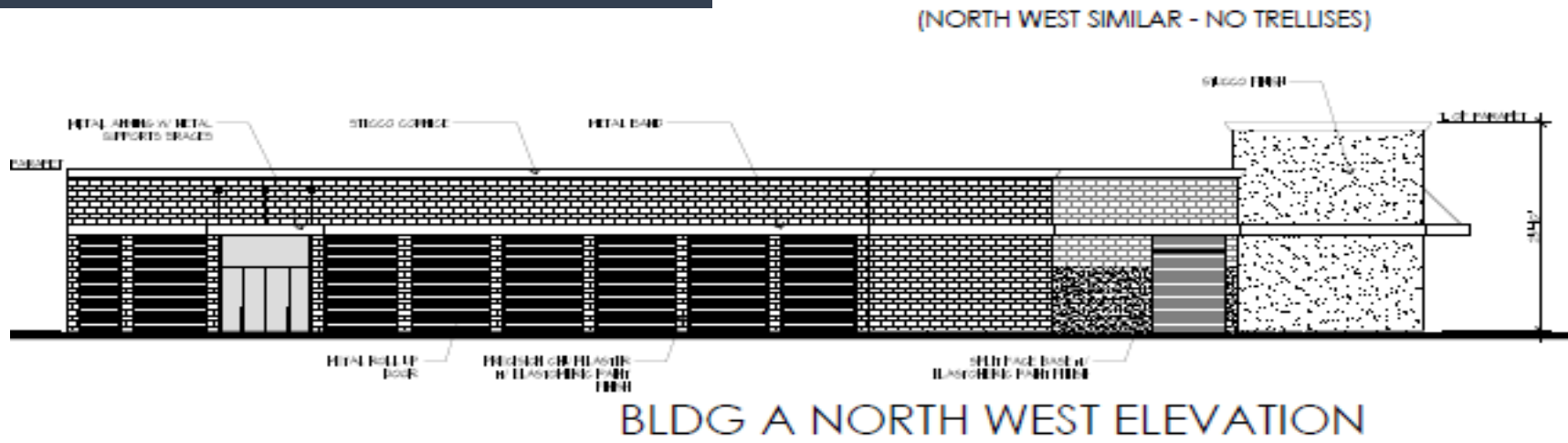
Facing Sunrise Blvd



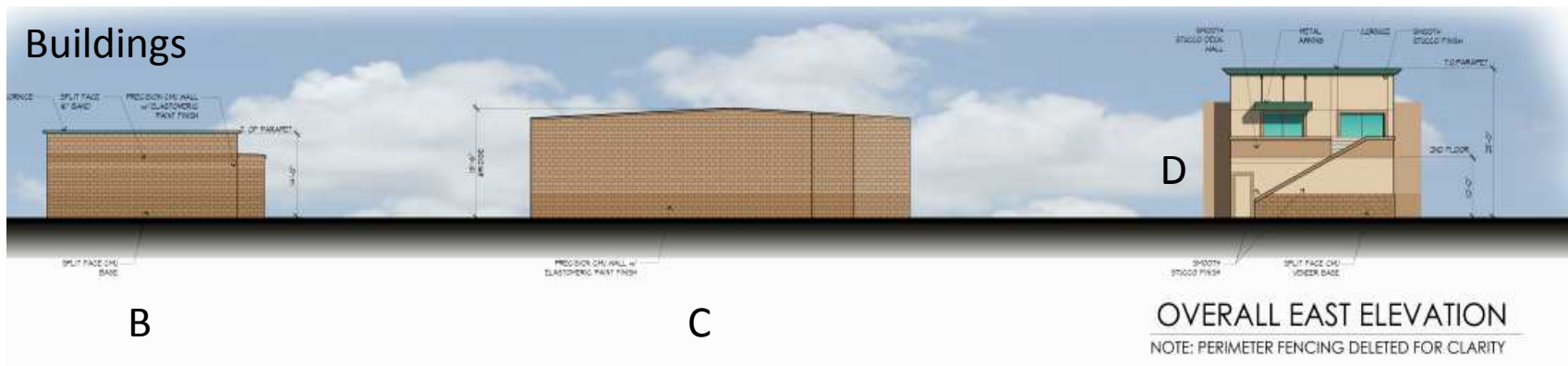
BLDG A SOUTH EAST ELEVATION

(NORTH WEST SIMILAR - NO TRELLISES)

Facing toward undeveloped lot and Mechanical Drive



Facing toward the interior of the project



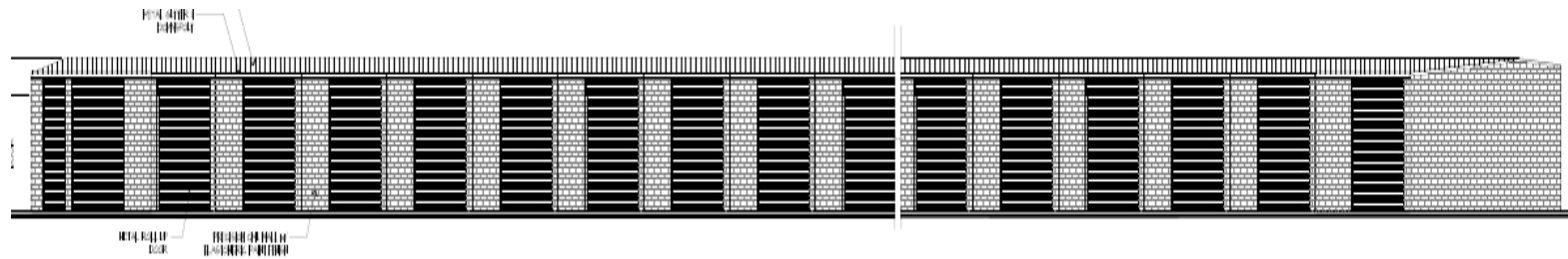
Facing Luyung Drive

[illegible]

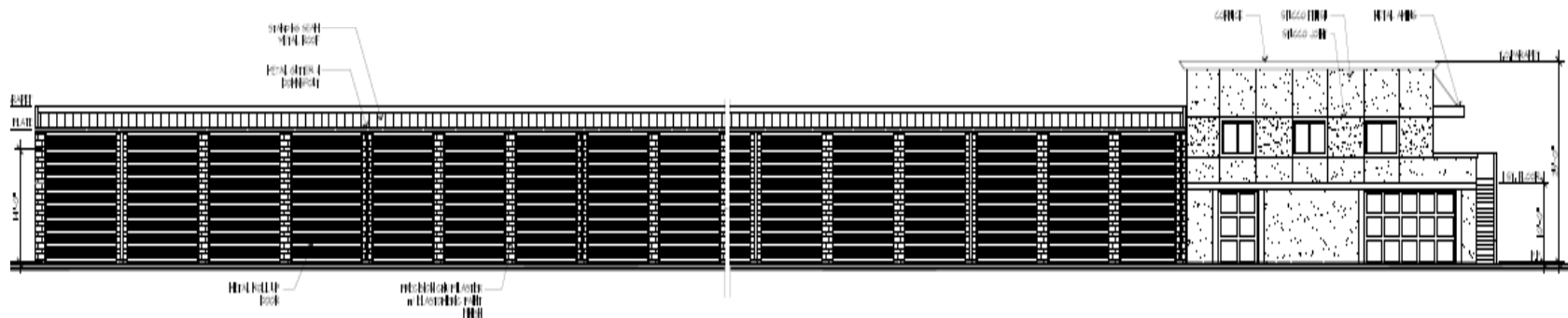
Facing towards the interior



ations (Bldgs C and D)



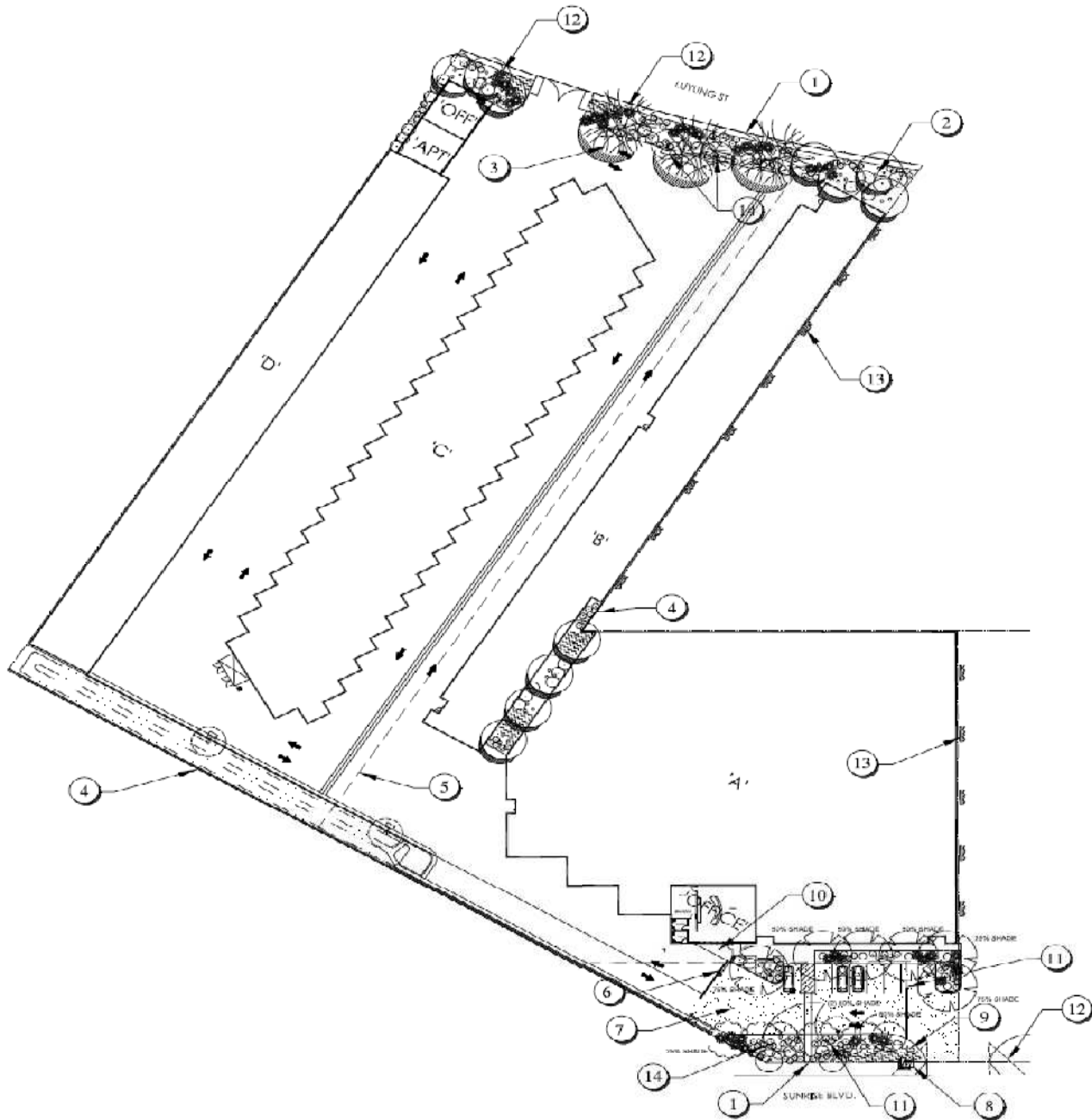
BLDG C NORTH & SOUTH ELEVATION



APARTMENT & BLDG D SOUTH ELEVATION

Both Buildings facing towards the interior

Preliminary Landscape Plan



Adjustment for Parking

Project Parking:

Required Parking spaces	Parking spaces Provided	Requested Adjustment of Parking	Adjustment Percentage
54	42	12	22

Project Parking Comparison:

City	Bldg Square Footage	Parking Space Provided	Ratio of parking space to Bldg sqft.
Rancho Cordova	109,340	42	1 space per 2,600
Folsom	120,849	25	1 space per 4,800

Environmental Review

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15183 Projects consistent with a Community Plan, General Plan, or Zoning.

Recommended Motions and Results

- Staff recommends approval of the resolution approving the Superior Self Storage CEQA exemption, Major Design Review, and Adjustment.
- Approval would allow the applicant to submit the necessary construction permits to build four, one-story self-storage buildings, totaling 112,428 square feet. The proposal includes a two-story caretaker apartment and an office, with supporting parking, lighting, and landscaping

Questions



Additional Plans

MEMORANDUM



DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney
Kerry Simpson, Neighborhood Services

SUBJECT: Introduction and First Reading of Ordinance No. 9-2017 Adding Article XVII, "Property Maintenance Code" to Chapter 16.18 of the Rancho Cordova Municipal Code

RECOMMENDATION

Staff recommends that Council introduce by title and waive the first reading of Ordinance No. 9-2017.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would add a new chapter to the Municipal Code addressing property maintenance. The Ordinance will return to Council for a second reading and final adoption at the next regular Council meeting.

BACKGROUND

On April 25, 2017, City Council held a work session to discuss the proposed Property Maintenance Code. At that meeting, Council discussed the proposed ordinance and made recommendations for changes to the ordinance to clarify and expand some of the provisions. The recommendations included the following:

- Add additional language to sections 16.18.1703(A) & 16.18.1704(A) specifying length of grass not to exceed 8 inches, per the new zoning code update;
- Add additional language regarding driveway pavement and separation of property lines;
- Clarify sections 16.18.1703(Q) & 16.18.1704(P) to add language specifying what type of material is appropriate for fencing;
- Clarify section 16.18.1703(P) to distinguish between UL listed outdoor landscape lighting and temporary holiday lights;
- Add language to sections 16.18.1703(O) and 16.18.1704(O) to provide that paint must be consistent with the building color when abating graffiti;
- Add language to section 16.18.1704(F) to prohibit the presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials or other debris;
- Add language to section 16.18.1704(X) that would require business owners to remove trash from site regularly and remove trash in the immediate vicinity of the business to include roads, sidewalks etc.;
- Expand language in section 16.18.1704(X) to include power washing sidewalks, parking lots and building entrances free of gum and spilled liquids; and

- Add language to section 16.18.1704(X) to reference ASTM standards for paint used in parking lot and parking stalls.

Staff revised the proposed Property Maintenance Code to address all of the aforementioned recommendations. Some areas of discussion at the work session, such as shopping carts and zoning code language, have been or will be addressed in the future through possible revisions to other sections of the Municipal Code.

On June 19, 2017, this Ordinance was brought to Council for further discussion. Staff was directed to add additional language to the Ordinance as follows:

- Add language to section 16.18.1703(F) and 16.18.1704(F) to add a prohibition for the accumulation and presence of broken or discarded furniture, household fixtures, equipment or furnishings, garbage receptacles, shopping carts, and laundry carts.
- Add language section 16.18.1703(O) and 16.18.1704(O) to clarify that the entire surface area where graffiti is being abated needs to be painted. Since this section of the Property Maintenance Code relies upon the graffiti abatement requirements found at Rancho Cordova Municipal Code section 6.120.140, staff has also prepared an amendment to section 6.120.140 so that spot or patch painting of graffiti is prohibited unless authorized by the City.
- Add language to section 16.18.1703(X) to prohibit the maintenance of any locking mechanism or approved key pad that provides access to and from an apartment complex or multi-family dwelling unit in a non-operative manner.

In addition to the foregoing, staff made other minor changes to some of the language of the Property Maintenance Code, including sections 16.18.1703 (A), (C), (Q) and (W); 16.18.1704 (A), (C), (Y) and (Z); and section 16.18.1709. Staff also added an exception to sections 16.18.1703(M) and 16.18.1704(M) to allow machinery and equipment, necessary for landscape improvements, to be parked or stored and visible from the public property for a period not to exceed forty-eight hours.

On August 7, 2017, this Ordinance was brought to Council for the first reading. After some discussion, staff was directed to make minor changes to the Ordinance and to come back on August 21, 2017 for the first reading. As a result of that direction, staff made changes to section 16.18.1703(X), to clarify the locking mechanism description. Staff also made changes to section 16.18.1703 (O), (P), (R) and (X) and section 16.18.1704 (O), (Q), (R), (S) and (Y) to ensure that the prohibited conduct was clearly set forth in the language of the Ordinance and to conform to input from Council and the community.

IMPLEMENTATION OF ORDINANCE

Staff will follow up to ensure that property owner and staff education occurs on these new regulations.

FISCAL IMPACT

There will be minimal fiscal impact as a result of this item.

ATTACHMENT

Ordinance 9-2017

2847223.1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 9-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING ARTICLE XVII, "PROPERTY MAINTENANCE CODE" TO CHAPTER 16.18, "NUISANCE CODE," OF TITLE 16, "BUILDINGS AND CONSTRUCTION" OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO PROPERTY MAINTENANCE OF PRIVATELY OWNED PROPERTY VISIBLE FROM PUBLIC PROPERTY WITHIN THE CITY

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

SECTION 1. Addition of code:

Article XVII, "PROPERTY MAINTENANCE CODE" is added to Chapter 16.18, "Nuisance Code," within Title 16, "Buildings and Construction," of the Rancho Cordova Municipal Code and shall read as follows:

"Article XVII. Property Maintenance Code

- 16.18.1700 Title.**
- 16.18.1701 Purpose and intent.**
- 16.18.1702 Definitions.**
- 16.18.1703 Standards for residential property.**
- 16.18.1704 Standards for commercial property.**
- 16.18.1705 Authority.**
- 16.18.1706 Right of entry.**
- 16.18.1707 Responsibility for property maintenance.**
- 16.18.1708 Hearing examiner.**
- 16.18.1709 Violations and penalties.**

16.18.1700 Title.

This chapter shall be known as the property maintenance code, may be cited as such, and will be referred to herein as "this code" or "chapter."

16.18.1701 Purpose and intent.

A. The purpose of this chapter is to provide standards for the maintenance and appearance of privately owned properties and buildings, both residential and commercial, that are visible from public property, including public streets and/or public rights-of-way. The procedures and requirements of this chapter are enacted to:

1. Promote the community's health, safety, and welfare by providing clear standards for the maintenance of property and prevents the unsightliness of property within the City;
2. Ensure that all property within the City does not pose a health and safety hazard to pedestrian and vehicular traffic;

3. Ensure that all property within the City does not pose a health and safety hazard to the community at large by creating fire hazards, attracting vermin, and/or attracting criminal behavior such that the property is a nuisance to the community.

B. The provisions of this chapter are not intended to be exclusive and instead are intended to operate in conjunction with all other provisions of the Rancho Cordova Municipal Code, including, but not limited to, Chapters 15.12, 16.20, and 23.716 pertaining to standards for property maintenance and landscaping. This chapter shall supplement and be in addition to the other regulatory codes, statutes, and ordinances heretofore and hereafter enacted by the City, the state, and/or any other legal entity or agency having jurisdiction, and any remedies stated herein shall be in conjunction with any remedies available for any other violation of the Municipal Code. In the event of a conflict between this property maintenance code and any other section of the Municipal Code, the more specific provision shall apply.

16.18.1702 Definitions.

A. "Building" means any house, garage, duplex, apartment, condominium, stock cooperative or other structure, whether partially or wholly constructed, whether intended for residential, recreational, retail, industrial, or commercial purposes, and whether intended for permanent or temporary use.

B. "Cart" means a basket that is mounted on wheels or a similar device that is provided by an owner of a commercial business to a customer for the purposes of transporting goods of any kind.

C. "Dilapidation" means the decay, decomposition or disrepair of a material or structure.

D. "Director" means the director of the Neighborhood Services Division of the City of Rancho Cordova or his/her designee.

E. "Dwelling" means any building or structure, or part thereof, used and occupied for human habitation, or intended to be so used, and includes any garages or other accessory buildings belonging thereto, including those which are rented or leased for any term or duration, type or tenure.

F. "Enforcement authority" means the code enforcement officer or his/her designee.

G. "Garbage" includes, but is not limited to, the following: waste resulting from the handling of edible foodstuffs or resulting from decay, and solid or semisolid putrescible waste, and all other mixed, nonrecyclable wastes which are generated in the day-to-day operation of any business, residential, governmental, public or private activity, and may include tin cans, bottles and paper or plastic, or other synthetic material, food or beverage containers.

H. "Graffiti" means any inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on, or otherwise glued, posted, or affixed to or on any personal or real property unless the same was authorized in advance by the owner thereof.

I. "Property" means any parcel of land located within the city.

- J. "Property owner" means an owner of a fee title in real property.
- K. "Parties in interest" means all persons, businesses, partnerships, and corporations who have a mortgage or other interest of public record in a dwelling or dwelling unit, or who are in possession thereof.
- L. "Public property" means any public street, roadway, place, alley, sidewalk, park, parkway, square, plaza, easement, right-of-way, or any other interest in land dedicated to public use.
- M. "Refuse" means useless, or valueless waste and includes rubbish and garbage, as defined herein.
- N. "Residential Property" means any parcel of land whose primary use is as a dwelling.
- O. "Rubbish" includes all the following but is not restricted to, nonputrescible wastes, such as paper, cardboard, grass clippings, tree or shrub trimmings, wood, bedding, crockery, rubber tires, construction waste and similar waste materials.
- P. "Vegetation" includes any organism belonging to the vegetable kingdom including, but not limited to, flowers, plants, grass, shrubs, vines, weeds, herbs, trees, bushes.
- Q. "Weeds," as used in this article, includes any of the following:
1. Weeds which bear seeds of a downy or wingy nature;
 2. Sagebrush, chaparral, and any other brush or weeds which attain such hard growth as to become, when dry, a fire menace to adjacent improved property;
 3. Weeds and grasses which are otherwise noxious;
 4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;
 5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

16.18.1703 Standards for residential property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned residential properties or buildings when such conditions are visible from public property:

- A. The existence of property which lacks landscaping, turf, ground cover, live plant material, rocks, or other commonly used landscaping materials and which creates a condition of excessive dust, soil erosion; grass exceeding 8 inches in height; or other weeds and conditions that affect the public health, safety, or general welfare and is detrimental to the aesthetics of the community. Landscape design and planting requirements and maintenance of residential landscaping shall conform to sections 23.716.020, 23.716.050, 23.716.060 and 23.716.100 of the RCMC;

B. The discharge or deposit of any sewage, garbage, feculent matter, offal, refuse, filth, or any animal, mineral, vegetable, or hazardous matter into the following: American River or any of the feeders or tributaries of the river within the City of Rancho Cordova in violation of Chapter 6.16 of the RCMC; or any discharge of non-storm water substance or material into the county storm water conveyance system; or directly into the Sacramento River, American River, Cosumnes River, Mokelumne River, or navigable waters of the Sacramento–San Joaquin River Delta in violation of Chapter 15.12 of the RCMC;

C. The overgrowth of vegetation that is likely to harbor rodents, vermin, insects, or other nuisances; or which obstructs the view of drivers or bicyclists on streets, public rights-of-way, or private driveways; or which impedes, obstructs, or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way;

D. The dumping of weeds or refuse or the accumulation of weeds or refuse such that the weeds or refuse constitute a fire hazard. Weeds and refuse shall be abated in accordance with Chapter 17.12 of the RCMC;

E. The presence of dead, decayed, or diseased vegetation, including but not limited to: trees, weeds, bushes or shrubs that create an unsightly appearance or create a danger to the public health, safety, or general welfare. All tree preservation, maintenance, and removal shall be in accordance with Chapters 19.04, 19.08, 19.12 and 23.716 of the RCMC;

F. The accumulation or presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials, broken or discarded furniture, household fixtures, equipment or furnishings, garbage receptacles, including unpermitted storage containers such as shipping containers, shopping carts, laundry carts, or other debris;

G. The creation of attractive nuisances that create a danger to children and other persons, including but not limited to: abandoned, broken, or neglected equipment, machinery, appliances, construction materials and/or equipment, hazardous pools, ponds, and excavations;

H. The storage of personal property, including, but not limited to: inoperable vehicles, boats, trailers, or vehicle parts which are abandoned, or left in a state of partial repair. Except as otherwise expressly provided by RCMC 6.56.160 and 6.56.360, abandoned, wrecked, dismantled, or inoperative vehicles, or any part thereof, either covered or uncovered, and situated upon any private or public property, including highways, within the city of Rancho Cordova are prohibited and shall be abated in accordance with Chapter 6.56 of the RCMC;

I. The presence of unpainted buildings and/or buildings having dry rot, warping, or termite infestation, which shall include, but is not limited to any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot or warping so as to render the building unsafe or unsightly, or in a state of disrepair;

J. The presence of buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass, and which constitutes a hazard and/or invites trespassers and malicious mischief;

K. The presence of building exteriors, walls, fences, driveways, sidewalks or walkways which are maintained in such a condition as to become dangerous, defective, dilapidated or unsightly;

L. The presence of conditions which are conducive to or allow the breeding of flies, mosquitoes, or other vermin, including rodents. Fly and rodent abatement shall be in accordance with Chapter 6.80, and mosquito abatement shall be in accordance with Chapter 6.24;

M. The storage of construction equipment, farm machinery, or machinery of any type or description parked or stored in such a manner that it is visible from public property, the street and/or the public right-of-way, unless such equipment or machinery falls within one of the following exceptions:

1. An active building permit or similar permit has been issued and covers the excavation, construction or demolition operations that are in progress; or
2. Active farming operations are underway in an area properly zoned for agricultural use; or
3. When such machinery is located within an area zoned agricultural or industrial and such equipment has been appropriately stored; or
4. Active landscaping improvements which require the use of equipment or machinery. This exception shall only apply to allow parking or storing of machinery or equipment visible from public property for a period not to exceed forty-eight hours;

N. The keeping, storing, depositing, or accumulating of dirt, sand, gravel, concrete, or other landscaping materials in a manner that creates conditions that affect the public health, safety, or general welfare;

O. The maintenance or keeping of any graffiti on any building or structure. Graffiti removal or abatement shall be in accordance with Chapter 6.120 of the RCMC. Graffiti shall be abated by repainting the entire surface area on which the graffiti exists and the property owner shall use paint that matches (to the greatest degree possible) the color of the original remaining portions of the structure being painted, or as otherwise approved by the City;

P. The maintenance or keeping of temporary electrical decorative lighting or electrical decorations that have not been approved by Underwriter's Laboratory for long term outdoor use beyond a ninety (90) day period, or that are being maintained in a manner which creates conditions that affect the public health, safety or general welfare;

Q. The installment of a chain-link; barbed wire or electrified fence; razor, or concertina wire in conjunction with a fence or wall, unless approved pursuant to Chapter 23.125 of the RCMC for security needs or as required by City, state or federal regulation. Fences shall be constructed with Redwood, Cedar, Pine, Douglas fir, vinyl, wrought iron, or any other fencing material approved by the Planning Director;

R. Parking of any vehicle on a permeable surface;

S. The presence of any trash receptacles stored in the front yard and not screened from view or in the public right of-way outside of the twelve hours before or after the designated time for pick up. Screening of residential trash enclosures/recycle containers shall be in accordance with section 23.731.080(A)(6) of the RCMC;

T. The presence of any dangerous, unsightly, or blighted condition which is detrimental to the health, safety or welfare of the public;

U. The maintenance or keeping of the premises in a neglected, run-down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety, and/or general welfare of the public, and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood, is offensive to the senses or is detrimental to nearby property or property values;

V. Any condition recognized in law or in equity as constituting a public nuisance;

W. The maintenance or keeping of driveway pavement that does not conform to section 23.716.060 of the RCMC, or any other section of the zoning code;

X. The maintenance or keeping of any non-operative locking mechanism or approved key pad that provides access to and from an apartment complex or multi-family dwelling unit.

16.18.1704 Standards for commercial property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned commercial properties or buildings when such conditions are visible from public property:

A. The existence of property which lacks landscaping, turf, ground cover, live plant material, rocks, or other commonly used landscaping materials and which creates a condition of excessive dust, soil erosion; grass exceeding 8 inches in height; weeds or other conditions that affect the public health, safety, or general welfare and is detrimental to the aesthetics of the community. Landscape design and planting requirements and maintenance of commercial landscaping shall conform to sections 23.716.020, 23.716.050, 23.716.060 and 23.716.100 of the RCMC;

B. The discharge or deposit of any sewage, garbage, feculent matter, offal, refuse, filth, or any animal, mineral, vegetable, or hazardous matter into the following: American River or any of the feeders or tributaries of the river within the City of Rancho Cordova in violation of Chapter 6.16 of the RCMC; or any discharge of non-storm water substance or material into the county storm water conveyance system; or directly into the Sacramento River, American River, Cosumnes River, Mokelumne River, or navigable waters of the Sacramento–San Joaquin River Delta in violation of Chapter 15.12 of the RCMC;

C. The overgrowth of vegetation that is likely to harbor rodents, vermin, insects, or other nuisances; or which obstructs the view of drivers or bicyclists on streets, public rights-of-way, or private driveways; or which impedes, obstructs, or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way;

D. The dumping of weeds or refuse, or the accumulation of weeds or refuse such that the weeds or refuse constitute a fire hazard. Weeds and refuse shall be abated in accordance with Chapter 17.12 of the RCMC;

E. The presence of dead, decayed, or diseased vegetation, including but not limited to: trees, weeds, bushes or shrubs that create an unsightly appearance, or create a danger to the public health, safety, or general welfare. All tree preservation, maintenance, and removal shall be in accordance with Chapters 19.04, 19.08, 19.12 and 23.716 of the RCMC;

F. The accumulation or presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials, broken or discarded furniture, household fixtures, equipment or furnishings, garbage receptacles, including unpermitted storage containers such as shipping containers, shopping carts, laundry carts, or other debris;

G. The creation of attractive nuisances that create a danger to children and other persons, including but not limited to: abandoned, broken, or neglected equipment, machinery, appliances, construction materials and/or equipment, hazardous pools, ponds and excavations;

H. The storage of personal property, including, but not limited to: inoperable vehicles, boats, trailers, or vehicle parts which are abandoned, or left in a state of partial repair. Except as otherwise expressly provided by RCMC 6.56.160 and 6.56.360, abandoned, wrecked, dismantled, or inoperative vehicles, or any part thereof, either covered or uncovered, and situated upon any private or public property, including highways, within the city of Rancho Cordova are prohibited and shall be abated in accordance with Chapter 6.56 of the RCMC;

I. The presence of unpainted buildings and/or buildings having dry rot, warping, or termite infestation, which shall include, but is not limited to any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot or warping so as to render the building unsafe or unsightly, or in a state of disrepair;

J. The presence of buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass, and which constitutes a hazard and/or invites trespassers and malicious mischief;

K. The presence of building exteriors, walls, fences, driveways, sidewalks or walkways which are maintained in such a condition as to become dangerous, defective, dilapidated or unsightly;

L. The presence of conditions which are conducive to or allow the breeding of flies, mosquitoes, or other vermin, including rodents. Fly and rodent abatement shall be in accordance with Chapter 6.80, and mosquito abatement shall be in accordance with Chapter 6.24 of the RCMC;

M. The storage of construction equipment, farm machinery, or machinery of any type or description parked or stored in such a manner that it is visible from public property, the street and/or the public right-of-way, unless such equipment or machinery falls within one of the following exceptions:

1. An active building permit or similar permit has been issued and covers the excavation, construction or demolition operations that are in progress; or

2. Active farming operations are underway in an area properly zoned for agricultural use; or

3. When such machinery is located within an area zoned agricultural or industrial and such equipment has been appropriately stored; or

4. Active landscaping improvements which require the use of equipment or machinery. This exception shall only apply to allow parking or storing of machinery or equipment visible from public property for a period not to exceed forty-eight hours;

N. The keeping, storing, depositing, or accumulating of dirt, sand, gravel, concrete, or other landscaping materials in a manner that creates conditions that affect the public health, safety, or general welfare;

O. The maintenance or keeping of graffiti on any building or structure. Graffiti removal or abatement shall be in accordance with Chapter 6.120 of the RCMC. Graffiti shall be abated by repainting of the entire surface area on which the graffiti exists and the property owner shall use paint that matches (to the greatest degree possible) the color of the original remaining portions of the structure being painted, or as otherwise approved by the City;

P. The installment of a chain-link; barbed wire or electrified fence; razor, or concertina wire in conjunction with a fence or wall, unless approved pursuant to Chapter 23.125 of the RCMC for security needs or as required by City, state or federal regulation. Fences shall be constructed with Redwood, Cedar, Pine, Douglas fir, vinyl, wrought iron, or any other fencing material approved by the Planning Director;

Q. The maintenance or keeping of vehicle parking areas with garbage and debris, and damage to asphalt, concrete surface, landscape areas, curbing. Vehicle parking areas shall be used only for parking operable vehicles of customers and visitors as appropriate. All parking standards shall be maintained in conformance with Chapter 23.719 of the RCMC;

R. The maintenance or keeping of trash receptacles and loading docks without screening from public view. Screening of commercial loading docks and refuse areas shall be in accordance with section 23.731.080 (A)(5) of the RCMC;

S. The maintenance or keeping of commercial trash receptacles without locks when those receptacles are not in use;

T. The presence of any dangerous, unsightly, or blighted condition which is detrimental to the health, safety or welfare of the public;

U. The maintenance or keeping of the premises in a neglected, run-down or improperly maintained condition, which creates or promotes a condition that is injurious to the health, safety, and/or general welfare of the public, and which constitutes visual blight or reduces the aesthetic appearance of the neighborhood, or anything that is offensive to the senses or is detrimental to nearby property or property values;

V. Any condition recognized in law or in equity as constituting a public nuisance;

W. The maintenance or keeping of any commercial signage in a neglected, run-down or improperly maintained condition;

X. The maintenance or keeping of any commercial business entrance, sidewalk, or commercial parking lot, which is open to use by the public, in a neglected, run-down, or improperly maintained condition or unreasonably unsanitary condition. A commercial business entrance, sidewalk and parking lot shall be periodically cleaned to remove hazardous waste, biohazardous waste and other contaminants. Parking stalls and loading zones and other areas of the surface of the parking lot shall be periodically painted with paint that meets or exceeds ASTM International standards. All design standards for surface parking lots, including the painting of stalls, shall conform to 23.719.090 of the RCMC;

Y. The maintenance or keeping of property or buildings in a manner that violates (a) conditions of approval that have been imposed on the property during the process of approval of the development, or (b) conditions imposed on a building permit, use permit, or other entitlement issued by the city or the business license or special license issued, or (c) if no conditions of approval or imposed conditions apply, in any manner that does not meet the landscaping and parking standards of Chapters 23.716 and 23.719 of the RCMC;

Z. The maintenance or keeping of shopping carts in a manner that is not in compliance with a commercial business' abandoned cart prevention plan pursuant to section 16.18.1505 of the RCMC and applicable state laws.

16.18.1705 Authority.

The enforcement official is hereby authorized to use the provisions of this code for the purpose of abating nuisances which exist as the result of violation of this chapter.

16.18.1706 Right of entry.

To the extent authorized by law, the enforcement official may enter onto the property or premises at reasonable times to make inspections authorized by the Rancho Cordova Municipal Code or state law.

16.18.1707 Responsibility for property maintenance.

A. Every owner of real property within the city is required to maintain such property in a manner so as to not violate the provisions of this code, and such owner remains liable for violations thereof regardless of any contract or agreement with any third party regarding such property.

B. Every occupant, lessee, or holder of any interest in property, other than an owner thereof, is required to maintain such property in the same manner as is required of the owner thereof, and the duty imposed by this section on the owner thereof shall in no instance relieve those persons herein referred to from the similar duty.

16.18.1708 Hearing examiner.

Whenever the term “hearing examiner” is utilized in this chapter, it shall be deemed to refer to the City Manager, or his or her designee, assigned the responsibility of conducting an administrative hearing for an appeal of a violation.

16.18.1709 Violations and penalties.

A. Notice to appear/citation. Law enforcement agencies and the enforcement officials may issue a Notice to Appear citation to the property owner, any person occupying or leasing the property or premises of another, and/or other interested party for violation of this code.

B. Infractions. A property owner or any interested party occupying or leasing the property or premises of another who violates any provision of this code shall be guilty of an infraction. Each day, or portion thereof, a violation exists may be a new and separate offense. Any person convicted of an infraction shall be subject to payment of a fine pursuant to the terms set forth in Section 36900 of the State of California Government Code, as that section or its successor reads at the time of the offense, plus any additional penalties assessed by the court. After a third conviction of the same section of this code, subsequent violations of the same section may be charged as a misdemeanor rather than as an infraction.

C. Misdemeanor. Any person convicted of a misdemeanor under this code shall be punished by a fine of not more than \$1,000, or by imprisonment not to exceed six months, or by both such fine and imprisonment.

D. Notwithstanding subsections (A), (B) and (C) of this section, the prosecuting authority may file a misdemeanor for any violation of this code, including a failure to obey an administrative citation as described in RCMC 1.01.190(K). In addition, the city attorney or his or her authorized designee may take other steps and apply to such court to seek any and all legal or equitable relief as permitted under law.

E. Second or subsequent civil or criminal judgment – treble damages. Pursuant to Section 38773.7 of the Government Code, upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a condition that may be abated in accordance with the abatement procedure outlined in this chapter, the court may order the owner to pay up to three times the cost of the abatement. This section does not apply to conditions abated pursuant to Section 17980 of the Health and Safety Code.

F. Administrative citations.

1. Applicability. This section provides for administrative citations, which are in addition to all other legal remedies, criminal or civil, which the city may pursue to address a violation of this code. Use of this section is at the sole discretion of the city. This section is authorized under Sections 36901 and 53069.4 of the Government Code.

The procedures in this section shall not be used to enforce a continuing violation regarding building, plumbing, electrical, or other similar structural or zoning issues, without first allowing the person in violation a reasonable time to correct the violation, consistent with the procedures set forth in subsection (F)(2) of this section.

2. Continuing violations of building and zoning issues. If a violation is a continuing one and/or pertains to a building, plumbing, electrical, or other structural or zoning issue that does not create an immediate danger to health or safety, the city shall provide a reasonable period of time for the responsible person to correct or otherwise remedy the violation before the imposition of an administrative citation or penalty.

3. Administrative citation.

a. Authority. Whenever an enforcement officer determines that a violation of any of the provisions of any of the ordinances of the city has occurred, the enforcement officer has the authority to issue an administrative citation to the person responsible for the violation.

b. Contents of citation. Each administrative citation shall contain the following information:

- i. The date of the violation.
- ii. The address or a definite description of the location where the violation occurred.
- iii. The section of the code violated and a description of the violation.
- iv. The amount of the fine for the code violation.
- v. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid.
- vi. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation.
- vii. A description of the administrative citation review process, including the period of time within which the administrative citation may be contested, and the place from which a request for hearing form to contest the administrative citation may be obtained.
- viii. The name and signature of the citing enforcement officer. In the case of a continuing violation involving building, plumbing, electrical, or other similar structural or zoning issues identified under subsection (F)(2) of this section, the administrative citation shall also have attached a copy of the prior notice that was sent to the responsible party.

c. Dismissal of citation. At any time before the hearing, if the enforcement officer determines that there was no violation as charged in the administrative citation or that the citation should be dismissed in the interest of justice, the enforcement officer shall dismiss the administrative citation, cancel the hearing, and refund any administrative citation fine.

4. Amount of fine.

a. Maximum amount of fine. The maximum amount of the fine imposed for each code violation under this section is as follows:

- i. One hundred dollars for a first violation;
- ii. Two hundred dollars for a second violation of the same section of this article within one year; and
- iii. Five hundred dollars for each additional violation of the same ordinance within one year.

b. Additional amounts. Administrative costs, interest, late payment charges, costs of compliance re-inspections, and collection costs are in addition to the fine. These include:

- i. Administrative costs: based on time spent by code enforcement department staff, supervisors and city attorney's office, at the full-cost hourly rate of each employee, including salary, benefits, and overhead.
- ii. Late payment charges: due at the rate of 10 percent per month.
- iii. Compliance re-inspections: based on staff time at the full-cost hourly rate.
- iv. Collection costs: actual collection costs.

c. Discretion of Enforcement Officer or Hearing Officer – Factors in Establishing Fine. In determining the amount of the fine and additional amounts, the enforcement officer or hearing officer has the discretion to set the fine lower than the maximum amount, or to reduce the additional costs, based on any or all of the following factors:

- i. The duration of the violation;
- ii. The frequency, recurrence, and number of violations, related or unrelated, by the same violator;
- iii. The seriousness of the violation;
- iv. The good faith efforts of the violator to come into compliance;
- v. The economic impact of the fine on the violator;
- vi. The impact of the violation on the community; and
- vii. Such other factors as justice requires, including but not limited to health and safety concerns.

5. Payment of the fine.

a. Due date. The fine shall be paid to the city within thirty (30) days from the date of the administrative citation. The city may suspend the imposition of fines for any period of time during which the violator has filed for necessary permits, and such permits are required to achieve compliance, and the permit applications are actively pending before the appropriate governmental agency.

b. Refund. The city shall refund a fine paid if the hearing officer determines, after a hearing held under subsection (F)(8) of this section, that the person charged in the citation was not responsible for the violation or that there was no violation as charged.

c. Further violations not excused. Payment of a fine under this section shall not excuse or discharge any continuation or repeated occurrence of the code violation.

6. Hearing request.

a. Hearing request. A person who receives an administrative citation may contest the citation on the basis that there was no violation of the code or that he or she is not the responsible party. To contest the citation, the person shall submit a request for hearing form to the city within thirty (30) days from the date of the administrative citation. Directions on how to obtain the request form will be provided on the administrative citation. The completed request must be submitted together with an advance deposit of the fine.

b. Notice of hearing. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) days before the date of the hearing.

c. Additional reports. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be provided to the person requesting the hearing at least five days before the date of the hearing.

7. Hearing Officer.

Pursuant to RCMC 16.18.204, a hearing officer will be assigned the responsibility of conducting a hearing by the city manager. The city manager shall be authorized to assign hearing responsibilities from time to time to any person or persons, qualified by training or experience, whom the city manager may appoint, employ, or who are retained by contract to conduct such hearings.

8. Hearing procedure.

a. Setting the Hearing. A hearing before the hearing officer shall be set for a date that is not less than 15 days nor more than sixty (60) days from the date that the request for hearing is filed. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least 10 days before the hearing. If the enforcement officer submits a written report concerning the citation to the hearing officer for consideration at the hearing, then a copy of the report shall be served on the person requesting the hearing at least five days before the hearing. No hearing shall be held unless the fine has been deposited in advance, under subsection (F)(6)(a) of this section.

b. Failure to appear. The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

c. At the hearing. The administrative citation, and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents. At the hearing, the party contesting the citation shall be given the opportunity to testify and to present evidence concerning the citation.

d. Continuances. The hearing officer may continue the hearing and may request additional information from the enforcement officer or the person receiving the citation before issuing the decision.

9. Hearing Officer's decision.

a. Decision. After considering the testimony and evidence presented at the hearing, the hearing officer shall issue a written decision to uphold, dismiss, or modify the administrative citation. The hearing officer shall state the reasons for the decision and shall send a copy of the decision to the person that requested the hearing and to the enforcement officer. The decision of the hearing officer shall be final.

b. Status of fine. If the citation is upheld, then the fine amount on deposit with the city shall be retained by the city.

If the citation is dismissed, the city shall promptly refund the amount of any fine deposited, together with interest at the average rate earned on the city's portfolio for the period of time that the fine was held by the city.

10. Late payment charges.

A person who fails to pay to the city the fine imposed under this section on or before the date that fine is due is also liable for the payment of the applicable late payment charges set forth in subsection (F)(4)(b) of this section.

11. Recovery of administrative citation fines and costs.

a. Costs of securing payment. A person who fails to pay any fine or other charges owed to the city under this section is liable in any action brought by the city for all costs incurred in securing payment of the delinquent amount, including but not limited to administrative costs and attorneys' fees. Such collection costs are in addition to any fines, interest, and late charges.

b. Other costs. In addition to the administrative citation fine, the city may collect its administrative costs, interest, late payment charges, costs of compliance re-inspections, and collection costs.

c. Collection. The city may collect any past due administrative citation fine and other costs and charges by any available legal means, including without limitation placing a lien on the property.

12. Right to judicial review. A person aggrieved by the hearing officer's decision on an administrative citation may obtain review of the decision by filing a lawsuit with the superior court in Sacramento County within twenty (20) days after service of the final decision in accordance with the timelines and provisions set forth in Section 53069.4 of the California Government Code.

13. Notices.

a. Method of Service. The administrative citation and all notices required to be given by this section shall be served on the responsible party either by personal service, first-class mail or by certified mail with return receipt requested upon the owner of record or his/her/their address as it appears on the latest equalized assessment roll of Sacramento County, or as known to the enforcement official; a copy of the notice may be served by U.S. Mail and/or by posting to the premises.

b. Real property. When real property is involved in the violation, the original notice, the administrative citation and all notices required to be given by this section shall be served on the responsible party and, if different, to the property owner at the address as shown on the last equalized county assessment roll. If personal service or service by mail on the property owner is unsuccessful, a copy of each notice and the citation shall be conspicuously posted at the property which is the subject of the violation. The city may, in its discretion, also serve notice on a tenant, a mortgagor, or any other person having an interest in the property.

c. Failure to receive notice. The failure of a person to receive a required notice shall not affect the validity of any proceedings taken under this section.

G. Attorneys' fees. Pursuant to Section 38773.5 of the Government Code, attorneys' fees may be recovered by the prevailing party. However, in no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceedings.

H. Nuisance. In addition to the penalties provided for in this section, any condition caused or permitted to exist in violation of any of the provisions of any of the ordinances of the city is hereby declared to be a public nuisance and may, by the city, be abated as provided for in this code.

I. Recorded notice of noncompliance. Recorded notice of noncompliance. If a violation of this chapter is not corrected pursuant to the Notice of Violation or citation within the time allotted or if the violation is upheld after an appeal pursuant to section 16.18.1709(F) of this chapter, a Notice of Noncompliance may be recorded in the office of the County Recorder. The Notice of Noncompliance shall describe the property and specify the ordinance sections(s) or permit terms or conditions violated. The Director or his or her designee shall record a Release of Notice of Noncompliance with the office of the County Recorder only if and after the violations have been fully corrected and all the City's enforcement costs and fees outstanding have been paid to the satisfaction of the Director, or his or her designee. The violator must pay a fee for recordation of the Release of Notice of Noncompliance, which shall be set by resolution of the Council."

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. CEQA.

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

SECTION 4. 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 ____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Nanci C. O. Lima, Interim City Clerk

2811417.11

Property Maintenance Code

August 21, 2017

Adam Lindgren, City Attorney

Kerry Simpson, Neighborhood Services Manager

Current Municipal Codes

Title 6, Health and Sanitation

- Pollution
- Vermin
- Abandoned vehicles
- Graffiti

Title 12, Streets and Sidewalks

- Obstruction of public street intersections

Title 15, Storm Water Management and Discharge Control

- Discharge of non-storm water into storm water drains

Title 16, Buildings and Construction

- Maintenance of foreclosed residential property
- Nuisance Code
 - Outdoor storage
 - Trash receptacles

Title 17, Fire Prevention

- Weeds

Title 19, Trees

- Tree maintenance

Title 23, Zoning Code

- Landscaping standards

Why Do We Need It?

- Identify and clarify reasonable standards for both private and commercial property maintenance
- One location for easy reference
- Provide clear enforcement standards
- Zoning code issues



How Will It Regulate Property?

The process will remain the same:

- Regulations apply to commercial and private residential property
- Property owners will be educated and given time to comply
- Resources provided as necessary
- Violations can be appealed
- Fines and liens can be imposed



Community Outreach

- Staff met with Volunteers in Neighborhood Services (VINS) on April 5, 2017 and received valuable input on ordinance
- Draft of ordinance was provided to Chamber of Commerce
- City Council workshop held April 25, 2017 that included a great deal of public input
- City Council meeting June 19, 2017
- City Council meeting August 7, 2017

Recent Clarifications

- Specifies the length of grass not to exceed eight inches
- Specifies five foot separation from edge of driveway to property line so that driveways between properties are not merged
- Clarifies type of material appropriate for fencing e.g. Redwood, Cedar, Pine, Douglas Fir, vinyl wrought iron

Recent Clarifications

- Verbiage to distinguish between UL listed outdoor landscape lighting and temporary holiday lights
- Prohibits the presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials or other debris

Recent Clarifications

- Requires business owners to remove trash from site regularly and remove trash in the immediate vicinity of the business
- Expands language requiring businesses to include cleaning sidewalks, parking lots and building entrances when necessary to maintain them free of gum and spilled liquids
- Reference the use of American Society for Testing and Materials (ASTM) standards for paint used in parking lot and parking stalls

Additions Since June 19th Council Meeting

- Prohibits the accumulation and presence of broken or discarded furniture, household fixtures, equipment or furnishings, garbage receptacles, shopping carts, and laundry carts.
- Requires keyless entry locks on gates at multi-family residences to be maintained in an operational manner

Questions

Recommendation

Staff recommends City Council introduce the Property Maintenance Code and make a motion to waive the first reading of the ordinance.

MEMORANDUM

DATE: August 21, 2017

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director
Stacy Delaney,
Community Enhancement Analyst



SUBJECT: Discuss Establishment of a Community Enhancement Fund Oversight Board

RECOMMENDATION

Discuss timing and parameters for establishing a Community Enhancement Fund Oversight Board and provide direction to staff on next steps.

RESULT OF RECOMMENDED ACTION

The direction provided will allow the City to initiate the process for establishing a Community Enhancement Fund Oversight Board.

BACKGROUND

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

Based on initial feedback from the City Council and staff, the recommendation is to establish an oversight board that would provide a review and audit of how Community Enhancement Fund monies are spent. It is anticipated that the oversight board would meet after the close of the prior fiscal year to review the expenditure of Community Enhancement Fund dollars. The oversight board's audit would provide a transparent, external review to confirm that actual expenditures of Community Enhancement Fund dollars were in alignment with the Community Enhancement Fund grant awards and budget allocation approved by the City Council. It should be noted that based on prior City Council meeting input, the Oversight Board will serve the audit function as described but will not be tasked with determining the actual award of Community Enhancement Fund dollars.

It is also recommended that the oversight board be tasked with reviewing each Community Enhancement Fund grantee's adherence with the City's reporting requirements and making recommendations to exclude non-complying organizations from future award cycles. Community Enhancement Fund Oversight Board recommendations would be forwarded to the City Council for consideration prior to the award of the following Community Enhancement Fund grant award cycle.

The proposed parameters for the establishment of an Oversight Board would be based on prior City Council input, summarized as follows:

- **Size of the board** – It is recommended that the size of the board range from 5-9 members to allow a reasonable number of interested citizens to participate.
- **Oversight Board Eligibility** – To serve on the board, one must be a Rancho Cordova resident over the age of 18 and not be the direct recipient of any Community Enhancement Fund awards.
- **Criteria for selection** – It is recommended that a brief application process be developed to allow for all interested community members to apply. Final appointment to the board would be determined by the City Council.
- **Term limits** – It is recommended that the board members be appointed to serve for varying terms from two to four years. These terms would vary during the initial board selection to ensure continuity on the board during times of transition.
- **Roles and Responsibilities** – It is recommended that the oversight board perform the following functions:
 - Review the accomplishments achieved with Community Enhancement Fund dollars for each fiscal year to be highlighted in the Community Enhancement Fund Annual Report and provide feedback to staff.
 - Confirm the amount of revenues received in the prior fiscal year in comparison to the budget.
 - Review actual expenditures to ensure that they were in alignment with the Community Enhancement Fund grant awards and budget allocation approved by the City Council.
 - Review each Community Enhancement Fund grantee's compliance with the City's reporting requirements and make recommendations to exclude non-complying organizations from future award cycles to the City Council for consideration.

It should be noted that all data to be reviewed will be summarized by staff for ease of review. Oversight Board members will be tasked with reviewing these summary reports to ensure board members time is used effectively. Decisions regarding the award of Community Enhancement Fund dollars will not be the responsibility of the oversight board and will remain a City Council function.

FISCAL IMPACT

The only fiscal impact would be the cost of staff time to prepare for and participate in Oversight Board meetings. The amount of time can not be determined at this time but will be funded by the Community Enhancement Fund administrative allocation.