

CITY OF RANCHO CORDOVA



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

Monday, November 06, 2017

4:00 PM – Special Meeting

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, November 06, 2017

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

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

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Community Engagement Program Annual Update.

Recommendation: This report is for informational purposes, as well as for Council questions and discussion.

Result of Recommended Action: The Community Engagement Division, within the Communications & Public Affairs Department, is comprised of three main programs: Community Engagement, Beautification, and Volunteers. The purpose of this item is to provide Council with an update regarding the progress of these programs to date, successes seen in the last year, and key insights that will help guide the program in the

coming year.

Staff Report: Lorianne Ulm, Community Engagement Analyst.

Advances Goals: 1, 2, 3, and 5.

4. ADJOURNMENT OF SPECIAL MEETING

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

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

- 7.1 Presentation of Colors and Pledge of Allegiance by Boy Scout Troop 363.

8. INVOCATION

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

9. PRESENTATIONS

- 9.1 Rancho Cordova Police Department Update on Crime Statistics and Downward Trend in Crime, Chris Pittman, Chief of Police.
- 9.2 Recognition of the 25th Year Anniversary for the Folsom Cordova Community Partnership.
- 9.3 California Capital Airshow Presentation, Darcy Brewer, Executive Director, California Capital Airshow.
- 9.4 Community Enhancement Fund Grant Check Presentations, Stacy Delaney, Community Enhancement Analyst.

10. 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.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

13.1 **Subject:** Meeting Minutes of October 16, 2017 Regular Meeting and October 18, 2017 Special Meeting.

Recommendation: Adopt Minutes.

13.2 **Subject:** Second Reading and Adoption of Ordinance 11-2017.

Recommendation: Staff recommends that Council waive the second reading and adopt Ordinance 11-2017 approving the First Amendment to Development Agreement relative to Sundance by and between the City and RHNC Sundance – Sacramento GP.

Result of Recommended Action: Approval of Ordinance 11-2017 for a Development Agreement Amendment would allow the subdivision of 114 single-family lots, two landscape corridor lots, eight common lots, one private roadway lot, and construction of the proposed residential project and associated infrastructure, and a Special Development Permit to reduce the minimum lot size and building setbacks.

Staff Report: June Cowles, Senior Planner, Planning Department.

Advances Goals: 1, 2, and 6.

13.3 **Subject:** Resolution Authorizing the City Manager to Execute an Amendment to the Legislative Advocacy and Governmental Affairs Contract with Joe A. Gonsalves & Son.

Recommendation: Adopt Resolution No. 136-2017.

Result of Recommended Action: Action on this item will ensure continued legislative advocacy on behalf of the City of Rancho Cordova by Joe a. Gonsalves & Son.

Staff Report: Maria Kniestedt, Communications & Public Affairs Director.

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

13.4 **Subject:** A Resolution in Support of the Candidacy of Council Member David Sander for Second Vice President of the National League of Cities.

Recommendation: Adopt Resolution No. 138-2017.

Result of Recommended Action: Action on this item will confirm the Council's support of Council Member Sander's Candidacy.

Staff Report: Stacy Leitner, City Clerk.

Advances Goals: 1.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

15. PUBLIC HEARING ITEMS

NONE.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Affirmation of Mather Veterans Village Phase 2 Use Permit for the Community-Based Transitional Housing (CBTH) Program.
Recommendation: Approve Resolution 134-2017.
Result of Recommended Action: Adoption of this Resolution will allow the State Controller's Office to remit CBTH Program funds to the City of Rancho Cordova.
Staff Report: Stefan Heisler, Reinvestment Analyst.
Advances Goals: 1, 2, 5, and 6.
- 16.2 **Subject:** First Amendment to the Mather Veterans Village Phase 2 Disposition, Development and Loan Agreement.
Recommendation: Adopt Resolution 135-2017.
Result of Recommended Action: Adoption of this Resolution will allow the City Manager to execute the First Amendment to the Disposition, Development and Loan Agreement with Veterans Resource Centers of America for the Mather Veterans Village Phase 2 transitional housing project.
Staff Report: Stefan Heisler, Reinvestment Analyst.
Advances Goals: 1, 2, 5, and 6.
- 16.3 **Subject:** Presentation of Proposed Updated Ordinance Regarding the City's Tree Preservation Ordinance.
Recommendation: Provide direction to staff regarding City Council's preferred level of tree protection and direct staff to return with an updated ordinance for Council adoption.
Result of Recommended Action: Staff would update the draft ordinance and return for Council adoption at a later date.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, and 5.
- 16.4 **Subject:** Resolution Setting the 2018 City Council Meeting Calendar.
Recommendation: Adopt Resolution No. 137-2017.
Result of Recommended Action: Action on this item will confirm the 2018 Rancho Cordova City Council meeting schedule.
Staff Report: Stacy Leitner, City Clerk.
Advances Goals: 1, 3, and 5.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. 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	
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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 06, 2017 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, November 2, 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, November 2, 2017 at Rancho Cordova, California.



Stacy Leitner, City Clerk

MEMORANDUM

DATE: November 6, 2017
TO: Honorable Mayor and Council Members
FROM: Lorianne Ulm, Community Engagement Analyst
SUBJECT: Community Engagement Division Update



RECOMMENDATION

Provide City Council with a year-end update on the Community Engagement Division.

RESULT OF RECOMMENDED ACTION

The Community Engagement Division, within the Communications & Public Affairs Department, is comprised of three main programs: Community Engagement, Beautification, and Volunteers. The purpose of this item is to provide Council with an update regarding the progress of these programs to date, successes seen in the last year, and key insights that will help guide the program in the coming year.

FISCAL IMPACT

None at this time.

ATTACHMENTS

1. PowerPoint Presentation.
2. NeighborWorks CLI Team Members.

NeighborWorks Sacramento's Community Leadership Institute (CLI) Team
Rancho Cordova October 2017, Los Angeles, CA

This year, NeighborWorks Sacramento worked with the City of Rancho Cordova to bring a team of residents to the NeighborWorks America Community Leadership Institute in Los Angeles. The team of 6 represented two neighborhoods in Rancho Cordova. These leaders are working to bring residents together to address community challenges. The City of Rancho Cordova has provided support and training to the residents, including sponsoring the team to attend the CLI. Over the next few weeks, the team will work with NeighborWorks Sacramento to submit an Action Plan for their communities, and will receive funding from NeighborWorks America and the City of Rancho Cordova to implement their plan. Team members shared why they are involved in their community; learn about them in the stories provided below.



From left to right: Michael Dack, Lorianne Ulm (City staff), Katherine Cox, Javeed Ahmad, Kris McCall, Stacey McCall

Michael Dack

I grew up in Loomis, graduated from UC Davis, and worked in San Francisco for a few years as a civil engineer, before enrolling in Pacific School of Religion in Berkeley. I graduated from PSR in 1981 and was ordained as a pastor in the United Church of Christ. From 1981 to 2016 I served churches in Washington, Illinois, Texas, Pennsylvania, Iowa, and New York. My wife, Frances, and I have three adopted children from three different countries of origin. Two live in Iowa and one in Salinas. Having made frequent visits to family in the Sacramento area, we decided to retire here, and moved to the Lincoln Village neighborhood of Ranch Cordova in December 2016. When I learned about "It Takes a Lincoln Village" group, I began attending meetings, and have now increased my commitment because I want to do my part to build a stronger community. I am especially interested in building ties among the diverse groups who make up Lincoln Village, the city of Rancho Cordova, and the entire region.

Katherine Cox

As Kansas City, MO native, I moved to Sacramento in 1989 to start a business. I have been a business owner in Rancho Cordova since 1990 and a home owner since 2001. In 2003, I started our Neighborhood Watch group (Raven Oaks Subdivision). Our neighborhood is a strong community of single family homes surrounded by high density apartments. I am also the Nextdoor neighborhood lead. Nextdoor has been a successful tool for communication within our neighborhood of 103 homes.

Some of our residents have lived in our community since the mid-1980's and have watched the community change from military families to a large diverse community; recently with a large settlement of Afghanistan refugees. The surrounding community is always in transition and we've had a long history with troublesome landlords and property issues.

Working closely with the police department and City of Rancho Cordova has been core to living in this city for me. I have sat on the police advisory boards for all but 3 of our police chiefs. I helped create (now defunct) the Rancho Cordova Citizens Advisory Board and was one of the founders of the Rancho Cordova Historical Society. With help from a small group of neighbors, I have been working closely with the City of Rancho Cordova to make improvements in: neighborhood connections, police relationships and city government.

Javeed Ahmad

My name is Javeed Ahmad, an Afghan citizen currently holding U.S. permanent resident (Special Immigrant Visa) due to my service with US government in Afghanistan. I graduated from Faculty of Medicine in 2006 in Afghanistan and have more than 10 years working experience with various international agencies. First job I started in November 2001 with Foxnews in Afghanistan following 9/11 attack and the most recent job was as the Programme Analyst with United Nations in Afghanistan. As the result, I managed to serve the vulnerable community in various fields such as health, grant implementation, governance, gender, women's human rights, advocacy and public campaigns and civil- military relations.

I am married and have four kids, aged 5yrs, 4yrs, 2yrs and 5 months. My wife also graduated from Faculty of Medicine 2007 and she is a Gynecologist. Due to my service with U.S. government in Afghanistan whole my family life was at a great risk and the U.S. government provided us a Special Immigrant visa after nearly 3years of waiting period. We arrived at Sacramento, Rancho Cordova dated October 1 ,2016 and located in West La Loma Community. Since then, I am serving my community as a volunteer and provide mostly translation support (English to Arabic, Farsi, Pashto and Dari languages), I assist my community in getting appointments, guiding them how to find resources and get a job, fill their application forms, provide them transportation support while they need shopping ...etc.

In the end, I hope I will be able to build bridges among community, provide facilitation to needy vulnerable people and support kids and women who need English language to learn, so that we all live a life free of any kind of tension.

Stacey McCall

I moved to Rancho Cordova in Summer of 1982 from Redding California. I first moved to Lincoln Village in 1987. I moved around Sacramento for a few years until Kris and I purchased our home in Lincoln Village in 1997. Currently I work for Toshiba Business Solutions as a Service Technician. Kris and I have 2 Daughters, ages 19 and 15. Erika attends Sacramento City College as a Sophomore and Lauren attends Rosemont High School as a Sophomore. When crime was increasing in Lincoln Village we started to attend meetings with the city of Rancho Cordova. After a few meetings, we helped form the 'It Takes a Lincoln Village' neighborhood group. As a group, with help from the city of Rancho Cordova, we created several events to bring residents of Lincoln Village together. Recently I attended a community leadership training program in Los Angeles and I hope to continue to lead Lincoln Village to be a better neighborhood.

Kris McCall

I have been a resident of Lincoln Village off and on for over 30 years. I moved to Sacramento during my sophomore year of high school, and have been here ever since. My husband and I got married in 1996 and bought our home in LV in 1997. In 1998, we welcomed our first beautiful baby girl, Erika, who is now a sophomore at Sac City College. We followed that up in 2002 with our second beautiful baby girl, Lauren, who is now a sophomore at Rosemont High School.

I currently work at Franklin Templeton Investments in Rancho Cordova as a phone customer service representative. Prior to that, I was a dog trainer for Petco in Fair Oaks.

The quality of life in our neighborhood was going downhill a few years ago, capped off by a couple of murders. We formed ITLV to help build community, get neighbors to know neighbors, and improve the quality of life for ALL residents of LV. I love to throw a party or organize an event, so I am happy to be involved in such fun community projects such as our annual Trunk or Treat event or Christmas parade. Along the way, I have made some great friends, for which I am very thankful.

City of Rancho Cordova's Community Engagement Division

Presented by Lorianne Ulm,
Communications & Public Affairs
Department

Community Engagement Division

- Volunteer Program
- Beautification Projects
- Neighborhood Engagement Program

Community Engagement Division Update

- Review 2017 Accomplishments
- Highlight Neighborhood Engagement Projects, including Community Micro-grants
- NeighborWorks CLI (Community Leadership Institute Update from Residents)
- What's Next?
- Council Questions/Discussion

2017 Accomplishments

Nighborhood Engagement

- ITLV Christmas Parade
- W. La Loma Student Workshop
- ITLV Block Walk Event
- ITLV Mixer – Meet New Police Chief
- ITLV & KCMB National Night Out
- ITLV Trunk or Treat Event
- KCMB Block Party
- Community Engagement Strategic Plan
- NeighborWorks CLI (Community Leadership Institute)
- Support to Community Events
(including City Booths and Community Outreach)

Beautification

- Dignity Health Community Service Day
- Republic Services Clean-up Event
- Rebuild Day
- Water-Wise Landscape Incentive Pilot Program
- Dead Tree & Stump Removal Incentive Pilot Program

Special Projects

- Project 680 Shoe Store Event
- St. Baldrick's Event
- Tree Planting Events
- Bloomberg Challenge
- Community Micro-grants
- National Civic League – Difficult Conversations Effort

Neighborhood Engagement Goals

The goal of Neighborhood Engagement in the City of Rancho Cordova is to empower residents to create strong neighborhoods with a high quality of life.

2017 Neighborhood Projects



ITLV – Meet the New
Police Chief
40 attendees



2017 Neighborhood Projects



Mobile Country Club
Celebration Luncheon - 60
People in Attendance



2017 Neighborhood Projects

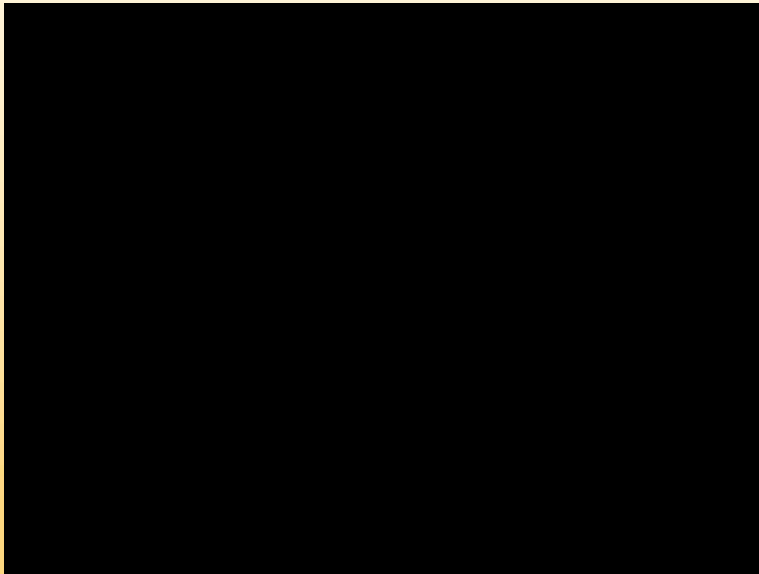


ITLV & KCMB National Night Out – Combined 75 People in Attendance

2017 Neighborhood Projects



KCMB Block Party –
300 participants



2017 Neighborhood Projects



ITLV - Little Library

2017 Neighborhood Projects

Sommerset Block
Party - 40
Attendees



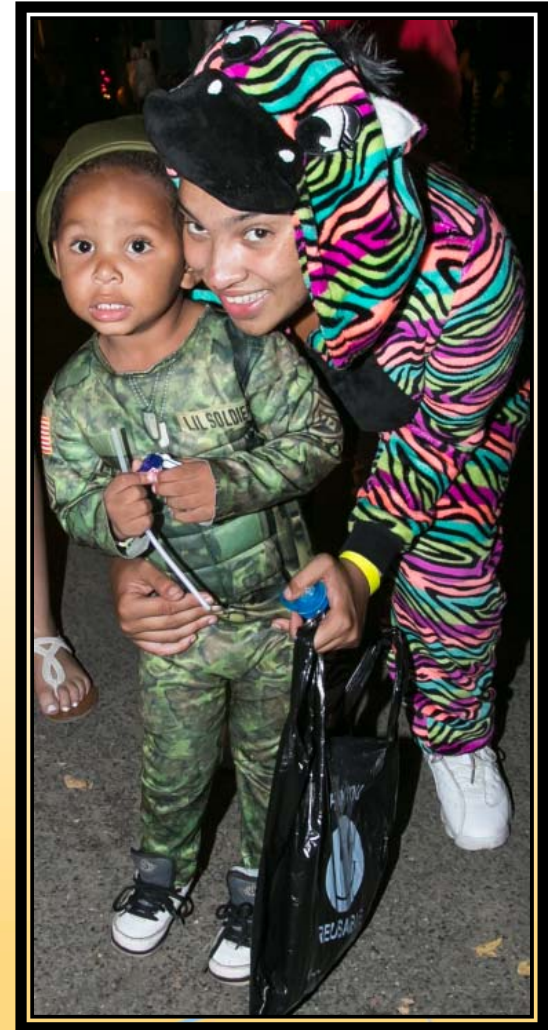
2017 Neighborhood Projects

Diwali Block Party
- 60 Attendees



2017 Neighborhood Projects

ITLV – Trunk or
Treat Event
450 Participants



2017 Neighborhood Projects



2nd Annual
Christmas
Parade- over
700 Attendees



NeighborWorks CLI – Community Leadership Institute

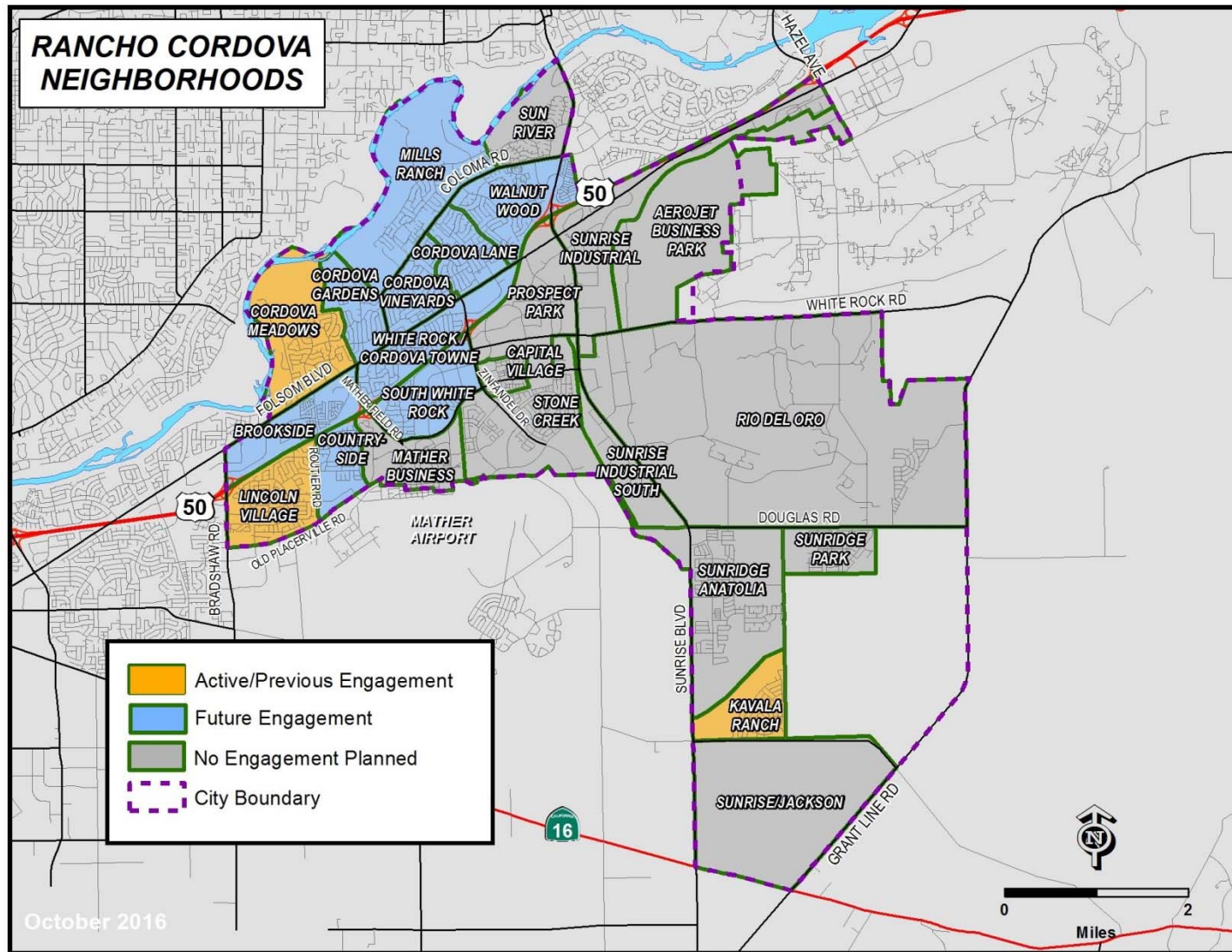
- NeighborWorks Sacramento Sponsored Team of Rancho Cordova Residents to attend CLI in Los Angeles, Oct. 12-15.
- CLI – brings residents together to work together to address community challenges.



Neighborhood Engagement

What's Next?

Neighborhoods Map



Neighborhoods We've Worked With...

- 6/2012 - Cordova Meadows – Original pilot neighborhood
- 4/2013 - Kavala Ranch
- 1/2015 – W. La Loma/Cordova Meadows
- 8/2015 – Lincoln Village

Proposed Future Neighborhoods

Recommended Neighborhoods:

- Walnut Wood
- Cordova Lane
- Cordova Vineyards
- Cordova Gardens
- S. White Rock
- Countryside
- Mills Ranch
- Brookside

Council QUESTIONS?

UPDATE ON CRIME STATISTICS

RANCHO CORDOVA P.D.



CityOfRanchoCordova.org

1

OVERVIEW

- Update on Citywide Crime Data
- Violent Crime
- Property Crime
- Population Changes
- Crime Rate Based on Population Change
- Comparison to Other County Jurisdictions
- Questions/Discussion

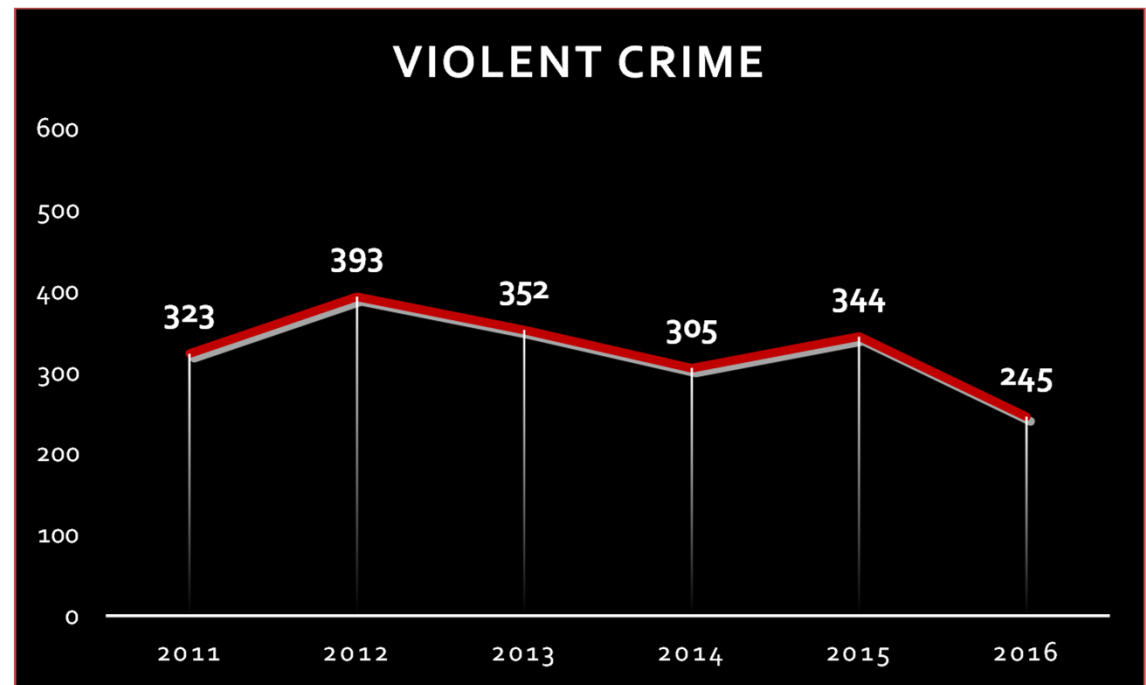
METHODOLOGY

- RCPD/SSD reports monthly crime data to the State Department of Justice (DOJ).
 - DOJ submits all state data to FBI.
- Part I crimes are reported violent and serious property crimes.



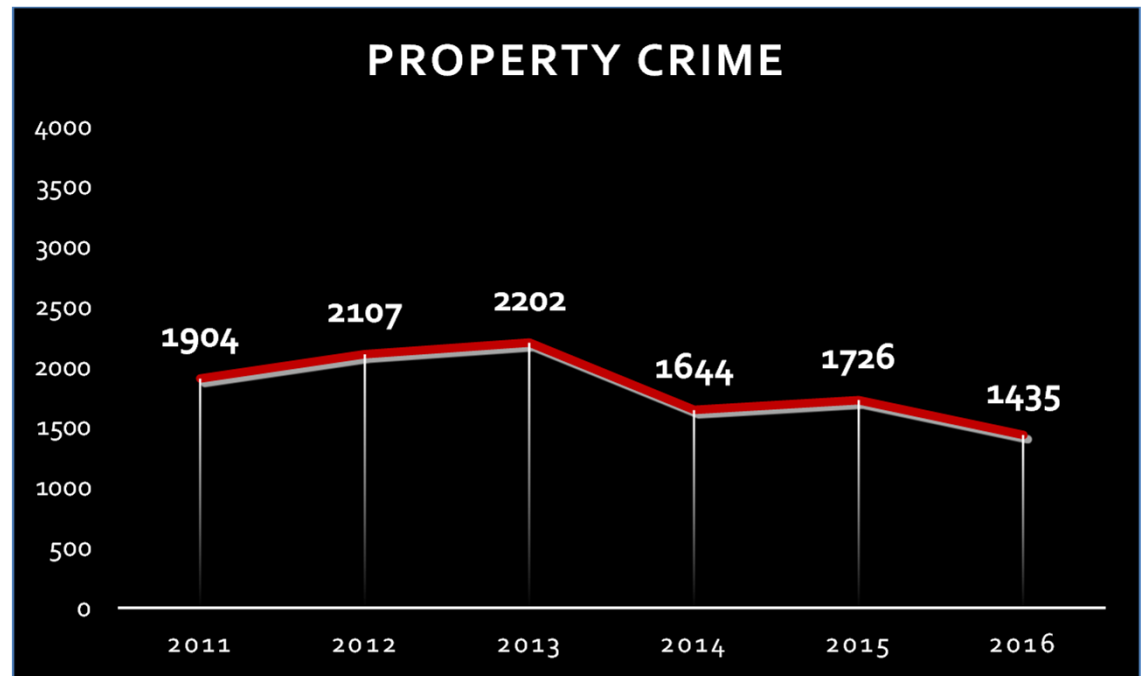
VIOLENT CRIME

- Violent Crime includes:
 - Homicide
 - Sexual Assault
 - Robbery
 - Aggravated Assault
- From 2011 through 2016, Violent Crime decreased 24.1%.



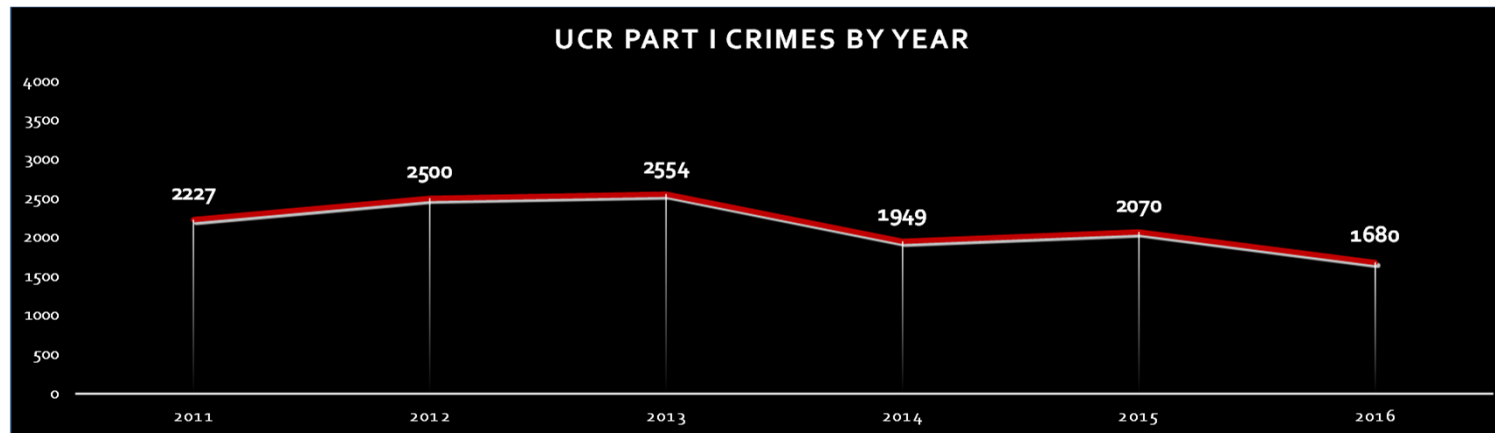
PROPERTY CRIME

- Property Crime includes:
 - Burglary
 - Larceny
 - Motor Vehicle Theft
 - Vehicle Burglary
- From 2011 through 2016, Property Crime decreased 24.6%



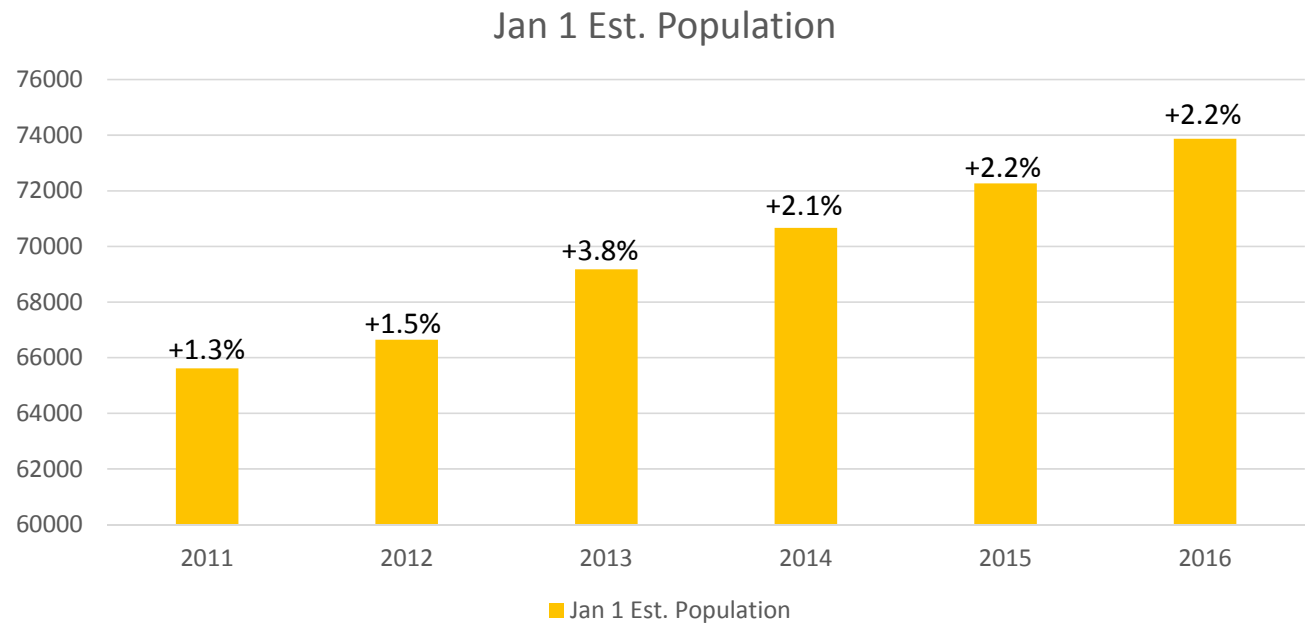
TOTAL PART I CRIMES

- Combined, there has been an overall reduction of reported Part I Crimes of 24.5% from 2011-2016.



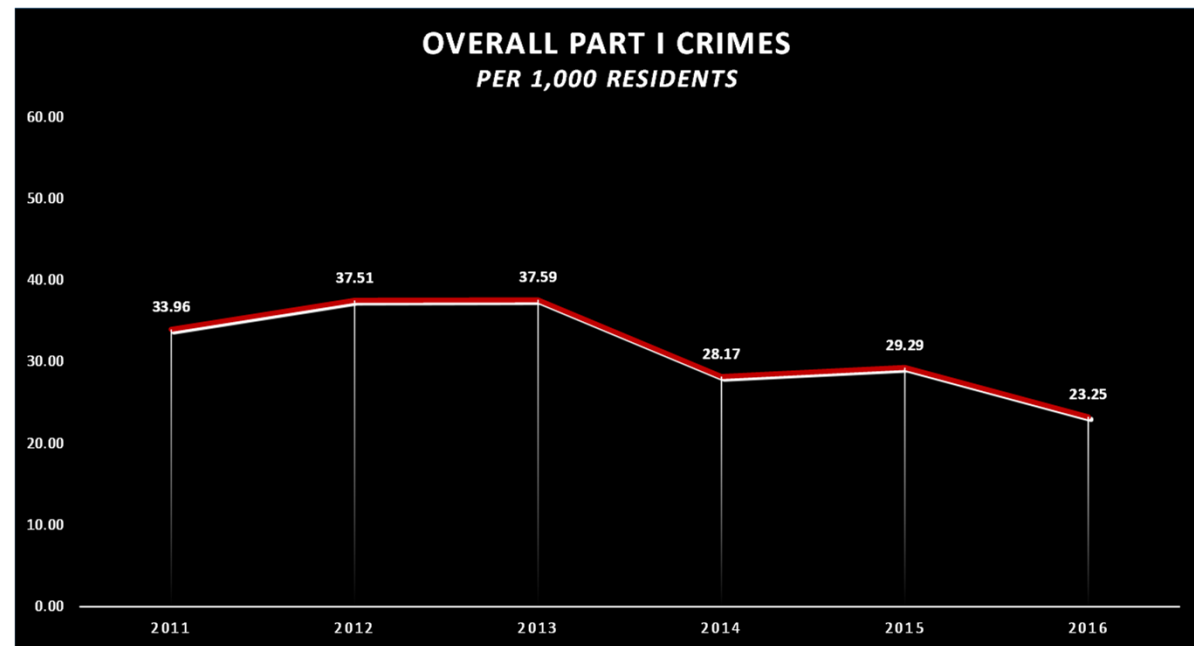
POPULATION CHANGES

- Per the California Department of Finance, the population of Rancho Cordova has increased 12.5% between 2011 and 2016.
- The City of Rancho Cordova was the fastest growing city in Sacramento County in 2016.



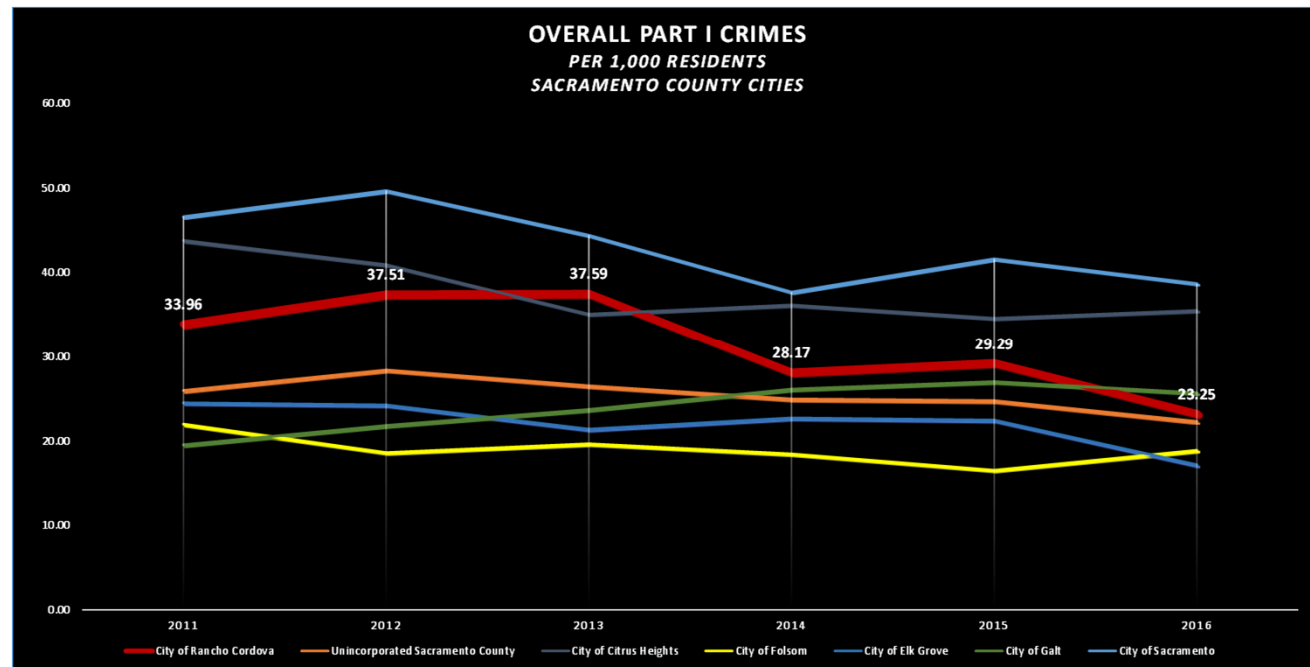
POPULATION AND CRIME RATE

- Population changes can affect crime rate.
- Rancho Cordova has enjoyed both population growth and lower actual reported crime from 2011-2016.
- When adjusted for population, the actual crime rate per 1,000 residents **dropped 31.5%** from 2011-2016.



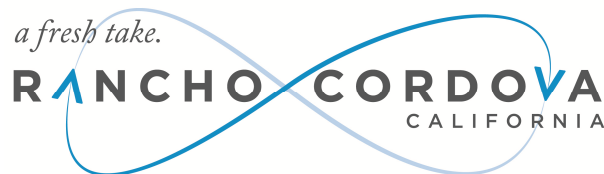
CITY COMPARISON

- Within Sacramento County, the City of Rancho Cordova experienced the largest drop in crime from 2011-2016 when adjusted for population.
- The adjusted crime rate for Rancho Cordova is below that of the Cities of Citrus Heights, Sacramento, and Galt.



QUESTIONS/DISCUSSION

THANK YOU!



**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, October 16, 2017

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Terry called the regular meeting to order in the David B. Roberts Council Chambers at 5:33 PM.

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

Council Members Absent: None

Staff Members Present: Behrends, Pittman, Kniestedt, Juran-Karageorgiou, Lindgren, Abhar, Stricker, Leitner, Delaney, Harriman, Cowles, Carr, Sparkman, Heisler, Junker, Mingay, Quynn, Goulart

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recording and playback schedule.

3. PLEDGE OF ALLEGIANCE

Staci Anderson led the pledge.

4. INVOCATION

Walter Little from St. John Vianney Parish will give the invocation.

5. PRESENTATIONS

5.1 Community Enhancement Fund Grant Check Presentations, Stacy Delaney,

Community Enhancement Analyst.

5.2 The California Capital Airshow Presentation did not take place and was rescheduled.

5.3 Recognition of Council Member Gatewood's Birthday on October 23.

6. PUBLIC COMMENT

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

- Sharon Judy
- Rick Maness
- Jorge Lopez

Mayor Terry closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.6 by Budge second by Sander;
Carried by a 5:0 roll call vote.

9.1 **Subject:** Meeting Minutes of September 26, 2017 Special Meeting, October 2, 2017 Special and Regular Meeting, and October 4, 2017 Special Meeting.
Recommendation: Adopt Minutes.

9.2 **Subject:** Establishment of a Community Enhancement Fund Citizen Oversight Board.
Recommendation: Adopt Resolution No. 129-2017 Establishing a Community Enhancement Fund Citizen Oversight Board.
Result of Recommended Action: Adoption of this resolution will allow staff to move forward with the application process for the Community Enhancement Fund Citizen Oversight Board.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Stacy Delaney, Community Enhancement Analyst.
Advances Goals: 3 and 5.

9.3 **Subject:** Resolution No. 127-2017 Authorizing the City Manager to Execute a Professional Services Agreement with Michael Baker International, Inc., to Provide On-Call Planning and Environmental Review Services.
Recommendation: Adopt Resolution No. 127-2017.
Result of Recommended Action: Adoption of Resolution No. 127-2017 will authorize the City Manager to execute professional services agreement 139-2017 for an on-call contract with Michael Baker International, Inc., in the amount of not to exceed \$1.8

million for the two-year period of the contract.

Staff Report: Cyrus Abhar, City Manager.

Advances Goals: 2 and 5.

- 9.4 **Subject:** Resolution 124-2017 to Adopt the 2016 Multi-Jurisdictional Local Hazard Mitigation Plan Update.

Recommendation: Adopt Resolution 124-2017.

Result of Recommended Action: Approval of Resolution 124-2017 authorizes the City Council to adopt the 2016 Multi-Jurisdictional Local Hazard Mitigation Plan Update (Plan), including Annex E (Attachment 2) which is specific to Rancho Cordova.

Staff Report: Albert Stricker, Public Works Director and Allen Quynn, Associate Civil Engineer.

Advances Goals: 1, 2, 3, and 5.

- 9.5 **Subject:** Resolution in Support of Amethod Public School Charter School.

Recommendation: Adopt Resolution 131-2017.

Result of Recommended Action: City Council in support of Amethod Public School (AMPS) Charter School expanding into the Rancho Cordova area.

Staff Report: Cyrus Abhar, City Manager.

Advances Goals: 6

- 9.6 **Subject:** Memorandum of Agreement for Fiscal Year 17/18 Funding for Implementation of the South Sacramento Habitat Conservation Plan.

Recommendation: Adopt Resolution No. 126-2017.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a Memorandum of Agreement (MOA) for FY 17/18 funding for implementation of the South Sacramento Habitat Conservation Plan (SSHCP).

Staff Report: Albert Stricker, Public Works Director and Elizabeth Sparkman, Engineering Manager.

Advances Goals: 1, 2, and 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Sundance Tentative Subdivision Map, Special Development Permit, and Development Agreement Amendment; Project No. DD9708 - Located South of Douglas Road and West of Sunrise Boulevard within the Sunridge Specific Plan.

Recommendation: Introduce and waive first reading of Ordinance 11-2017 and adopt Resolution 128-2017.

Result of Recommended Action: Approval of Ordinance 11-2017 for a Development Agreement Amendment and Resolution 128-2017 would allow the subdivision of 114 single-family lots, two landscape corridor lots, eight common lots, one private roadway lot, and construction of the proposed residential project and associated infrastructure, and a Special Development Permit to reduce the minimum lot size and building setbacks.

Staff Report: June Cowles, Senior Planner, Planning Department.

Advances Goals: 1, 2, and 6.

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

the public hearing.

ACTION: Motion to approve Ordinance 11-2017 with revised Condition 28, change to Condition 24, and adopt Resolution 125-2017 by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Fiscal Year 2016-17 Preliminary Year-End Financial Report and Budget Amendment.

Recommendation: This report is for both informational purposes and requesting action. It is recommended that the City Council receive the Fiscal Year 2016/17 Preliminary Year-End Financial Report and Adopt Resolution No. 130-2017 (Attachment 2) amending the Fiscal Year 2016/17 Budget.

Result of Recommended Action: The Fiscal Year 2016/17 Preliminary Year-End Financial Report provides the City Council with the City's unaudited financial performance for the most recent fiscal year prior to receiving the audited Comprehensive Annual Financial Report (CAFR) later in the year. It also provides the City Council with the opportunity to authorize the proposed budget amendments for the June 30, 2017 Fiscal Year. The proposed budget amendment would use General Fund surplus dollars to reduce the interfund loan between the General Fund and the Housing Trust Fund by \$500,000.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 5.

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

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Terry would like to discuss the Promise Program funds at a later meeting.

14. ADJOURNMENT

Mayor Terry adjourned the meeting at 7:33 PM in memory of 41 souls and thousands of homes destroyed in the Northern California fires.

Stacy Leitner, 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

Wednesday, October 18, 2017

4:00 PM – Special Meeting
Titan Room

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Terry called the Special Meeting to order in the Titan Room at 4:27 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Abhar, Hurt

2. PUBLIC COMMENT

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

3. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Pursuant to Government Code Section 54957

ACTION: See Report from Closed Session.

4. OPEN SESSION - REPORT FROM CLOSED SESSION

ACTION: No reportable action taken.

5. ADJOURNMENT

Mayor Terry adjourned the meeting at 8:30 PM.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



SUBJECT: SUNDANCE DEVELOPMENT AGREEMENT AMENDMENT; PROJECT NO. DD9708 – LOCATED SOUTH OF DOUGLAS ROAD AND WEST OF SUNRISE BOULEVARD WITHIN THE SUNRIDGE SPECIFIC PLAN.

PROPERTY OWNER: RHNC Sundance – Sacramento GP 1990 3 rd Street, Suite 400 Sacramento, CA 95811	APPLICANT: Regis Homes of Sacramento LLC 1990 3 rd Street, Suite 400 Sacramento, CA 95811
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant requests approval Development Agreement Amendment. DD9708 South of Douglas Road and west of Sunrise Boulevard within the Sunridge Specific Plan Area. 067-0030-040-0000 June Cowles, Senior Planner
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RECOMMENDATION

Approve Ordinance 11-2017.

BACKGROUND/PROJECT HISTORY

On October 16, 2017 the City Council waived the first reading and passed to a second reading Ordinance 11-2017. The ordinance approves the first amendment to the Development Agreement between the City and RHNC Sundance – Sacramento GP (Sundance Project). The original Development Agreement was executed in July 2006, and approved by Ordinance No. 22-2006.

Staff recommends approval of Ordinance No. 11-2017 approving the first amendment to the Development Agreement.

Attachments:

1. Ordinance 11-2017, Development Agreement Amendment (Exhibit 1A).

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 11-2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RELATIVE TO
SUNDANCE BY AND BETWEEN THE CITY AND RHNC SUNDANCE – SACRAMENTO GP**

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

Section 1. Purpose and Declarations.

WHEREAS, RHNC Sundance – Sacramento GP (hereinafter referred to as “Landowner”) filed an application with the City of Rancho Cordova to modify the Sundance development project (“Project”) located generally west of Sunrise Boulevard, south of Douglas Road and north of the Folsom South Canal (Assessor’s Parcel Number 067-0030-040); and

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

WHEREAS, in July 2006, the City and Landowner entered into a Development Agreement for the Sundance Project, consisting of residential and commercial development (Ordinance Number 22-2006). The Sundance Project remains undeveloped; and

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

WHEREAS, in May 2006, the City adopted a Mitigated Negative Declaration as the California Environmental Quality Act environmental review for the Sundance Project among others (“Sundance MND”). The Sundance MND relied upon, and incorporated by reference, the SDCP/SRSP EIR; and

WHEREAS, in the Sundance MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the

ATTACHMENT 1

time the Project was approved. All recitals and findings of determination in Ordinance 22-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment; and these amendments, which will result in there being fewer residential units being constructed, will not result in any new or significant impacts that were not previously identified and on this basis there is not substantial evidence that the project amendments will have a significant adverse impact on the environment; and

WHEREAS, pursuant to Government Code section 65868, City and Landowner now desire to modify the Development Agreement to reflect certain Project changes and modifications to the obligations of the Landowner to pay certain fees for park renovations to existing City parks and improvements at new City parks, to update obligations relating to funding of police services and to make other revision, all as more fully set forth in the attached Development Agreement Amendment; and

WHEREAS, the requested approvals by Landowner to the Sundance Project include the Development Agreement Amendment, new tentative subdivision map, and a special development permit; and

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

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

Section 2. Findings

The City Council hereby finds that:

A. **CEQA Compliance.** A Mitigated Negative Declaration was prepared for the Sundance project RC04-122 where the construction of 129 single-family lots were addressed in accordance with the requirements of the California Environmental Quality Act (CEQA). The Notice of Determination was filed on January 31, 2005. The proposed project amendment calls for 114 single-family lots and is consistent with the project analyzed in the Mitigated Negative Declaration, and therefore no further Environmental analysis is required. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

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

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

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sundance site as "limited commercial" allows for Medium Density Residential development and the proposed project is to create 114 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and

ATTACHMENT 1

public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

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

The Development Agreement is in conformity with public convenience and general welfare of people residing in the immediate area and won't be detrimental or injurious to the property or people in the area or the city as a whole in that the Sundance Project will implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location; and in that the amendments to the Development Agreement being made reduce the number of homes being built by 15 and therefore the amendment results in less of an impact than the previously approved project.

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

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

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

The Development Agreement does not pertain to any property in the protected 200-year floodplain.

Section 3. Approval of the Development Agreement Amendment

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

Section 4. Severability

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

ATTACHMENT 1**Section 5. Effective Date**

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk
2873003.1

EXHIBIT 1A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO SUNDANCE
BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND
RHNC SUNDANCE – SACRAMENTO GP**

This First Amendment to Development Agreement ("**First Amendment**") is entered into this ____ day of _____, 2017, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **RHNC SUNDANCE – SACRAMENTO GP**, a California general partnership ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. City and Landowner entered into that certain Development Agreement dated May 15, 2006 ("**Agreement**") recorded on July 18, 2006, in the Office of the Sacramento County Recorder in Book 20060718, Page 0964, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1** and **Exhibit A-2** of the Agreement (the "**Property**").

B. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to reflect a reduced unit count, amend certain Landowner obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, to revise Landowner's park obligations, to update obligations relating to the funding of police services, road improvements, maintenance services, and to make other revisions, all as more fully set forth below in this First Amendment.

C. This First Amendment amends certain provisions of the Agreement applicable to the entire Property and affects the rights and obligations of the Parties as of the effective date of this First Amendment and has no effect on the rights or obligations of the Parties as to any development of the Property occurring prior to the effective date of this First Amendment. This First Amendment was adopted by City Ordinance No. _____ on _____ 2017, which Ordinance became effective on _____, 20__.

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

EXHIBIT 1A**AGREEMENT**

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

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

"6.6 The Tentative Subdivision Map for the Project (attached hereto as Exhibit B) approved by the City on _____, 2017, by City Resolution No. ____-2017 (this Exhibit B replaces the original Exhibit B approved by Planning Commission Resolution No. 20-2004 approved on January 27, 2005); "

3. **Amendment of Section 6.7 of the Recitals Concerning "Project Approvals."** City and Landowner agree that Section 6.7 of the Recitals of the Agreement is hereby amended to read as follows:

"6.7 This Development Agreement, as adopted on May 15, 2006 by City Ordinance No. 22-2006 (the "Adopting Ordinance") as amended on _____, 2017 by City Ordinance No. _____2017 adopting the First Amendment to the Development Agreement."

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

"5.2 **Term.** Upon execution, the term of this First Amendment shall commence on the Effective Date and extend until _____, 2027, which date is a period of ten (10) years from the date that City Ordinance No. ____-2017 approving this First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement."

5. **Amendment of Section 6.2 concerning "Permitted Uses."** City and Landowner agree that Section 6.2 of the Agreement is hereby amended to read as follows:

"6.2. **Permitted Uses.** The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the following land uses and approximate acreages for the Property: 114 single-family, residential units in an area designated for Commercial Mixed Use with a Limited Commercial (LC) Zoning designation of 11.9 acres. The project density is 10.0 dwelling units per acre.

EXHIBIT 1A

Exhibit C "Land Use Map for the Property" is omitted from the Development Agreement.

6. Restatement of Section 6.4.1 Concerning the "New Park Development Obligation." City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

"6.4.1. New Park Development Obligation."

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

Landowner's obligation to dedicate park land to the Cordova Recreation and Park District (the "Park District") pursuant to California Government Code Section 66477 (the "Quimby Act") shall be satisfied by payment of in lieu fees for the **1.68 acres** of park land dedication requirement, calculated by $114 \text{ DUE} \times 0.01475$ (factor). The amount of the in lieu fee shall be determined in accordance with Rancho Cordova Municipal Code Sections 22.40.040 and 22.40.045 in effect on the date of this Agreement.

(ii) Dedication of Open Space Land and In Lieu Fee:

Landowner's obligation to dedicate open space land to the City shall be satisfied by the payment of in lieu fees for the **0.34 acres** calculated by $114 \text{ DUE} \times .00295$ (factor) (amount of land dedication required as determined by Rancho Cordova General Plan and Open Space Guidelines). The amount of the in lieu fee shall be determined in accordance with Rancho Cordova Municipal Code Sections 22.40.040 and 22.40.045 in effect on the date of this Agreement.

(iii) Park Development Impact Fee:

Landowner shall pay a park development fee for each single family residential parcel on the Property to mitigate the costs for the Park District and the City to design, construct and install park and open space improvements (the "Park Development Impact Fee"). The Park Development Impact Fee will be paid prior to issuance of each single family residential unit building permit within the Project. The Park Development Impact Fee will be **Ten Thousand Seven Hundred Thirty Dollars and Seventy-Five Cents (\$10,730.75)** for each single family residential unit. Of the \$10,730.75 Park Development Impact Fee, \$9,387.40 is for parks and \$1,343.35 to the City is for neighborhood greens, trails, landscaping, community gathering places, and other type of open space improvements as determined appropriate by the City.

The Park Development Impact Fee shall be adjusted on January 1, 2018 and annually thereafter, no later than January 15th by the method provided in City Ordinance No. 05-2014 as follows:

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

EXHIBIT 1A

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

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

7. Restatement of Section 6.4.3 Concerning the “In-fill Park and Open Space Renovation and Acquisition Fee.” City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

“6.4.3. In-fill Park and Open Space Renovation and Acquisition Fee. The Landowner agrees that it shall pay the City the total sum of **one thousand one hundred ten dollars and sixty-four cents (\$1,110.64)** for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2018, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City as described in Exhibit D. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the “Quimby Act”). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.”

8. Restatement of Section 6.4.4 Concerning the “Police Tax.” City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

“6.4.4 Police Tax. Landowner and City agree that, until the Property is annexed into the Police Services CFD as described below, the Property shall be subject to the Police Tax enacted by City Ordinance No 37-2006 pertaining to Police Tax Zone 2A. Following City Council’s approval of this First Amendment, the Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (Police Services) (the “Police Services CFD”), and cover Landowner’s fair share costs of the CFD annexation not to exceed \$7,000.

Within 60 days of the annexation of the Project into the Police Services CFD, the City Council will rescind City Ordinance No. 37-2006 pertaining to Police Tax

EXHIBIT 1A

Zone 2A as applied to the Property. The Landowner acknowledges that no final small lot subdivision maps shall be approved by the City prior to the annexation of the Project into the Police Services CFD.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under this Agreement the difference between the amount of the Police Special Tax before the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

9. Restatement of Section 6.4.5 Concerning the "Supplemental Development Fee." City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

"6.4.5. Supplemental Development Fee. Landowner shall pay a development fee in the amount of **Five Thousand Seven Hundred Twenty-Five dollars and Seventy-Nine cents (\$5,725.79)** for each of the 114 lots shown on the final maps for the Property (the "Fee"). Landowner shall pay the Development Fee in the following increments: (i) Eight Hundred Sixty-Five dollars (\$865) for each residential lot at the time of the final map approval, and (ii) Four Thousand Eight Hundred and Sixty-Eight dollars and Thirty-Seven cents (\$4,868.37) at the time of the issuance of a building permit for each lot.

i. **Use of New Development Fee.** The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Forty-Four Thousand Five Hundred Five dollars (\$44,505) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as being in addition to and separate from the Park Development Impact Fee required under Section 6.4.1 of the Agreement."

10. Addition of New Section 6.4.6 Concerning the "Road Maintenance Conditions." City and Landowner agree to add a new Section 6.4.6 to the Agreement to read as follows:

"6.4.6 Streets, Street Lighting and Landscaping Maintenance. Landowner and City agree that the Landowner will 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, intelligent transportation systems (ITS)

EXHIBIT 1A

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. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. If the Landowner does not provide another financial mechanism, the Landowner will support the annexation of the Project into Community Facilities District 2014-2, and cover Landowner's fair share costs of the CFD annexation not to exceed Five Thousand dollars (\$5,000)."

11. Addition of New Section 6.4.7 "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.7 to the Agreement to read as follows:

"6.4.7 Stormwater Utility Fee. Landowner and City agree that the Landowner will 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. If the Landowner does not provide another financial mechanism, the Landowner will support the annexation of the Project into the City's Stormwater Utility Fee District, and cover Landowner's fair share costs of the annexation not to exceed Seven Thousand dollars (\$7,000)."

12. Addition of New Section 6.4.8 Concerning the "Park Maintenance Conditions." City and Landowner agree to add a new Section 6.4.8 to the Agreement to read as follows:

"6.4.8 Park Maintenance. Landowner and City agree that the Landowner will participate in providing a funding mechanism for the ongoing maintenance of park facilities and improvements through annexation to existing Cordova Recreation and Park District Community Facilities District No. 04-01 (Sunridge). The Landowner shall work with the Park District to complete the annexation and cover all associated costs."

13. Addition of New Section 6.4.9 "Phasing Plan." City and Landowner agree to add a new Section 6.4.9 to the Agreement to read as follows:

"6.4.9 Phasing Plan. Prior to approval of any final map, Developer shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks and other utilities, and shall be prepared to the satisfaction of the City's Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

EXHIBIT 1A

Prior to approval of any small lot final map for an individual phase, the Landowners shall prepare and submit to City a “small lot phasing plan” that addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City’s Public Works Department. The small lot phasing plan will also be defined by the City’s Guiding Principles for Phasing as adopted in the Sunridge Specific Plan.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of the City’s Public Works Department.

Developer shall have no further responsibility for improvements after meeting the improvement requirements of the applicable phase (or sub-phase). The Phasing Plan may be amended from time-to-time upon written approval by the Public Works Director.”

14. Deletion. City and Landowner agree that Section 10 of the Agreement “Service District for Maintenance” is hereby deleted.

15. Consistency with General Plan. The City finds and declares that the Agreement, as amended by this First Amendment, is consistent with the City’s General Plan.

16. Form of Agreement; Exhibits. The last sentence of Section 29 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the Parties is hereby deleted.

17. Definition of Terms. All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

18. All Other Terms in Force. Except as amended by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

19. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder’s Office.

20. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

21. Entire Agreement. The Agreement and this First Amendment set forth the Parties’ entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

EXHIBIT 1A

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No.____-2017, adopted by the Council of the City on ____day of _____, 2017, and Landowner has caused this Amendment to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

Cyrus Abhar, City Manager

“LANDOWNER”

RHNC Sundance – Sacramento GP,
a California general partnership
By: Regis Homes of No. Cal. Inc.,
Its Managing General Partner

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk, Stacy Leitner

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

2874314.1

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Maria Kniestedt, Communications & Public Affairs Director



SUBJECT: Resolution Authorizing the City Manager to Execute an Amendment to the Legislative Advocacy and Governmental Affairs Contract with Joe A. Gonsalves & Son.

RECOMMENDATION

Adopt Resolution No. 136-2017.

RESULT OF RECOMMENDED ACTION

Resolution Authorizing the City Manager to Execute an Amendment to the Legislative Advocacy and Governmental Affairs Contract with Joe A. Gonsalves & Son.

BACKGROUND

In August 2016, the City of Rancho Cordova entered into a Legislative Advocacy and Governmental Affairs contract for legislative matters affecting cities in the State of California with Joe A. Gonsalves & Son. Gonsalves & Son has provided monthly reports on legislation being considered by the State Legislature and has proactively worked on the City's behalf when the City identified issues and bills to support or oppose.

Staff is recommending that the contract be extended 16 months, at a cost of \$68,000. With this extension, the total contract includes 28 months and will not exceed \$122,000.

FISCAL IMPACT

Staff consulted with the Finance Department and this proposed contract amendment would not require an increase to the budget.

ATTACHMENTS

1. Resolution No. 136-2017.
2. Exhibit A: Proposed Contract Amendment Joe A. Gonsalves and Son Contract No 125-2016-1.
3. Contract No 125-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 136-2017

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND JOE A. GONSALVES & SON

WHEREAS, the Parties entered into Contract 125-2016 dated August 1, 2016, for the purpose of providing services in legislative advocacy and governmental affairs to the City of Rancho Cordova in matters affecting cities in the State of California; and

WHEREAS, this First Amendment to the Professional Services Agreement will allow a continuation of legislative advocacy and governmental affairs for the City of Rancho Cordova; and

WHEREAS, the First Amendment will extend the term of the Agreement from September 1, 2017 to December 31, 2018; and

WHEREAS, the First Amendment authorizes an increase in total compensation from \$54,000 to \$122,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the First Amendment to the Professional Services Agreement between the City of Rancho Cordova and Joe A. Gonsalves & Son, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk
2882917.1

EXHIBIT A

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND JOE A. GONSALVES & SON**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Joe A. Gonsalves & Son ("Professional") as of _____, 2017. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated August 1, 2016 for the purpose of providing services in legislative advocacy and governmental affairs to the City of Rancho Cordova in matters affecting cities in the State of California as outlined in Contract No. 125-2016; and

WHEREAS, this Amendment will extend the term of the contract and increase the total compensation paid to the Professional; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from September 1, 2107, to December 31, 2018. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2018, and 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 \$54,000.00. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One Hundred and Twenty-Two Thousand Dollars (\$122,000.00), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. 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.

EXHIBIT A

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

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

Joe A. Gonsalves & Son

925 L Street, Suite 250

Sacramento, CA 95814

Email Address (for Insurance Update Requests):

gonsalves@gonsalvi.com

Any written notice to City shall be sent to:

Maria Kniestedt

City of Rancho Cordova

2729 Prospect Park Drive

Rancho Cordova, CA 95670

mkniestedt@cityofranhocordova.org

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Joe A. Gonsalves & Son

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

2882922.1

CONTRACT NO.: 125-2016

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
JOE A. GONSALVES & SON**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Joe A. Gonsalves & Son a California Corporation ("Professional") as of August 1, 2016.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on September 1, 2017 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 \$54,000 notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. 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

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

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

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

- ~~▪ 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

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

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

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed twelve thousand dollars (\$12,000). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

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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 aggregate limit is used, either the general aggregate limit shall apply separately to

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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

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fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Intentionally omitted. .

~~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.

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

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Section 6. STATUS OF PROFESSIONAL.

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

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

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, including in the attached Scope of Services and in Fair Political Practices Commission Form 602, 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.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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CONTRACT NO.: 125-2016

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

Last Revised July 31, 2012

CONTRACT NO.: 125-2016

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Maria Kniestedt ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Last Revised July 31, 2012

CONTRACT NO.: 125-2016

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

Joe A. Gonsalves & Son
 925 L Street, Suite 250
 Sacramento, CA 95814
 gonsalves@gonsalvi.com

Any written notice to City shall be sent to:

Maria Kniestedt
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 mkniestedt@cityofranchocordova.org

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



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

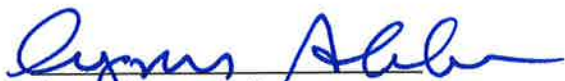
Last Revised July 31, 2012

CONTRACT NO.: 125-2016

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


Joe A. Gonsalves & Son

Date: 8-25-2016Date: 8-15-2016

Attest:


Mindy Cuppy, MMC, City Clerk

Date: 8-26-16

Approved as to Form:


Adam Lindgren, City Attorney

Date: 8/25/16

Last Revised July 31, 2012

Professional Services Agreement between
City of Rancho Cordova and Joe A. Gonsalves & Son

July 28, 2016
Page 15 of 15

AGENDA ITEM 13.3

EXHIBIT A**SCOPE OF SERVICES**

Joe A. Gonsalves & Sons (ADVOCATE) will provide services in legislative advocacy and governmental affairs to the City of Rancho Cordova (CITY) in matters affecting cities in the State of California as outlined below:

- A. Represent the City of Rancho Cordova in terms of communicating the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the CITY and State legislators, legislative staff, and state agencies.
- C. Develop, coordinate and execute the CITY's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D. Review all pertinent legislative bills introduced in the California Legislature and inform the CITY of all such legislation affecting its interest and forward weekly a copy of all such bills to the CITY. The CITY will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the CITY wishes to pursue.
- E. Assist in identifying and obtaining state funding available for CITY programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for CITY grant applications.
- G. Provide a monthly written summary during the legislative season and at other times if warranted and upon CITY's request, that gives updates on pending legislation, the state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and CITY representatives.
- I. Attend and provide testimony on behalf of the CITY in legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when City officials are requested to testify before a legislative committee.

CONTRACT NO.: 125-2016

EXHIBIT B**COMPENSATION SCHEDULE**

The City of Rancho Cordova will pay Joe A. Gonsalves & Son a monthly stipend of \$3,500.00 per month.

The City of Rancho Cordova will reimburse Joe A. Gonsalves & Son for any travel and/or other expenses directly related to any request by the City for Joe A. Gonsalves & Son to participate in any meetings or activities outside Sacramento. Expenses during the term of this Agreement shall not exceed \$12,000.00.

Reimbursable expenses shall be approved prior to incurring the expense and shall include meals, mileage, air travel, car rental, gasoline for rental cars, ground transportation including taxi fares, parking and toll fees, hotel/lodging, and other related expenses approved by City. Reimbursable expenses shall not include any expenses for clothing, dry cleaning, car washes, cellular phones, costs incurred by unreasonable failure to cancel or change reservations as necessary or unreasonable failure to reserve travel ahead of time, dependent care, excessive tipping, fines and penalties such as parking tickets or traffic violations, PayPal account fees, golf or tennis fees, extra in-flight expenses during air travel such as television or alcohol.



Joe A. Gonsalves & Son
PROFESSIONAL LEGISLATIVE REPRESENTATION

AUTHORIZATION FORM 602

Lobbying Firm Activity Authorization

(Government Code Section 86104)

Check *one* box, if applicable

☒ **Lobbyist Employer**
(Gov. Code Section 82039.5)

☐ **Lobbying Coalition**
(FPFC Regulation 18616.4)

Type or Print in Ink

Legislative Session

2015-2016

(Insert Year)

Page 1 of 2

CALIFORNIA
FORM **602**

FAIR POLITICAL PRACTICES COMM.

For Official Use Only

NAME OF FILER:

City of Rancho Cordova

BUSINESS ADDRESS: (Number and Street)

(City)

(State)

(Zip Code)

2729 Prospect Park Drive Rancho Cordova CA 95670

MAILING ADDRESS: (If different than above.)

EFFECTIVE DATE:

TELEPHONE NUMBER:

(916) 851-8785

FAX NUMBER: (Optional)

()

E-MAIL: (Optional)

I hereby authorize Joe A. Gonsalves & Son
(Name of Lobbying Firm)

925 L Street, Suite 250, Sacramento, CA 95814

(Business Address)

to engage in the activities of a lobbying firm (as defined in California Government Code Section 82038.5 and 2 Cal. Code of Regs. Section 18238.5) on behalf of the above named employer.

If you are authorizing another lobbying firm to lobby on behalf of your firm's client(s), provide the name(s) of the client(s) below. (It is not necessary to complete the Nature and Interests section.)

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

VERIFICATION

I have used all reasonable diligence in preparing this Statement. I have reviewed this Statement and to the best of my knowledge the information contained herein is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on

7-28-16

DATE

By

Mindy Cuppy

SIGNATURE OF RESPONSIBLE OFFICER

Name of Responsible Officer

Mindy Cuppy

PRINT OR TYPE

Title

City Clerk



Joe A. Gonsalves & Son
PROFESSIONAL LEGISLATIVE REPRESENTATION

AUTHORIZATION FORM 602

Lobbying Firm Activity Authorization

SEE INSTRUCTIONS ON REVERSE

Type or Print in Ink

NAME OF FILER:

City of Rancho Cordova

CALIFORNIA
FORM **602**
FAIR POLITICAL PRACTICES COMM.

Page 2 of 2

Nature and Interests of Lobbyist Employer

Check one box only:

- ☐ INDIVIDUAL (Complete only Parts A and E) ☐ BUSINESS ENTITY (Complete only Parts B and E) ☐ INDUSTRY, TRADE OR PROFESSIONAL ASSN. (Complete only Parts C and E) ☒ OTHER (e.g., lobbying coalition) (Complete only Parts D and E)

A. Individual

1. Name and address of employer (or principal place of business if self-employed):

2. Description of business activity in which you or your employer are engaged:

B. Business Entity

Description of business activity in which engaged:

C. Industry, Trade or Professional Association

1. Description of industry, trade or profession represented:

2. Specific description of any portion or faction of the industry, trade, or profession which the association exclusively or primarily represents:

3. Number of members in association (check appropriate box)

☐ 50 OR LESS (provide names of all members on an attachment.)

☐ MORE THAN 50

D. Other

1. Statement of nature and purposes:

Local government - serving the best interests of the citizens of the City of Rancho Cordova

2. Description of any trade, profession, or other group with a common economic interest which is principally represented or from which membership or financial support is principally derived:

E. Industry Group Classification

Check one box which most accurately describes the industry group which you represent. See instructions on reverse.

- ☐ AGRICULTURE ☐ LEGAL
☐ EDUCATION ☐ PUBLIC EMPLOYEES
☒ GOVERNMENT ☐ POLITICAL ORGANIZATIONS
☐ HEALTH ☐ UTILITIES
☐ LABOR UNIONS ☐ OTHER: _____
(Describe in detail)

BUSINESS (Check one of the following sub-categories.)

- ☐ ENTERTAINMENT/RECREATION ☐ OIL AND GAS
☐ FINANCE/INSURANCE ☐ PROFESSIONAL/TRADE
☐ LODGING/RESTAURANTS ☐ REAL ESTATE
☐ MANUFACTURING/INDUSTRIAL ☐ TRANSPORTATION
☐ MERCHANDISE/RETAIL ☐ OTHER: _____
(Specific Description)

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: **A Resolution in Support of the Candidacy of Council Member David Sander for Second Vice President of the National League of Cities.**



RECOMMENDATION

Adopt Resolution No. 138-2017.

RESULT OF RECOMMENDED ACTION

Action on this item will confirm the Council's full support of Council Member David Sander's Candidacy for Second Vice President of the National League of Cities (NLC).

BACKGROUND

Council Member David Sander is a candidate for the Second Vice President of the National League of Cities (NLC). The roles and responsibilities for this position include:

- Participates in the January Executive Committee Retreat to assist in setting the leadership agenda for the year.
- Helps to carry out the annual advocacy and lobbying agenda that emerges from the January leadership planning meeting.
- Participates in leadership meetings in Washington, DC, with other public interest groups, etc., when requested by the President.
- Supports staff efforts to recruit and retain NLC direct member cities.
- Chairs the Board's Legislative Action Committee which meets in conjunction with the March, June/July and November Board meetings.
- Chairs the NLC Board meeting when the President and First Vice President are unavailable.
- Presides at one or more general sessions at the City Summit and the Congressional City Conference, depending on the overall program.
- Represents NLC by speaking at state municipal league conferences when the President and First Vice President are unavailable or upon request by the state league. The Second Vice President has traditionally attended two to three state league meetings (with the schedule developed by NLC and draft speeches prepared by NLC).
- Participates in the orientation webinar for new Board members.
- Represents the NLC leadership team at various conferences events.

Council Member Sander has served on the Rancho Cordova City Council since incorporation in 2003 and has been re-elected four times.

Council Member Sander has represented and promoted the City of Rancho Cordova by serving on several boards and committees some of which include:

Regional Committees and Boards

- Sacramento Regional Transit, past Board Chair
- Sacramento Placerville Transportation Corridor JPA Board
- Capital Southeast Connector, Chair
- Sacramento Area Council of Government (SACOG)/Capitol Valley Regional SAFE, Leadership Team, Committee Chair
- Sacramento Children's Museum, Founder and Board Member
- Sacramento Sheriff's Advisory Council
- Sacramento County Airports Planning Commission, District Appointee
- Transit for Livable Communities, Committee Chair
- Friends of the Sacramento Public Library, President
- Cordova Community Council, Refounding President
- Sacramento Regional Economic Development Council, Board Member

Statewide Committees and Boards

- League of California Cities Board of Directors
- League of California Cities Sacramento Valley Division, Past President
- League of California Cities Revenue & Taxation Policy Committee, Past Chair
- League of California Cities Special Committee on Environmental Standards, Past Chair

National Committees and Boards

- National Civic League, Chairman of the Board
- National League of Cities Board of Directors
- National League of Cities Transportation and Infrastructure Steering Committee, Past Chair
- National League of Cities First Tier Suburbs Steering Committee and General Committee, Past Chair
- National League of Cities, Leadership Fellow
- National League of Cities, Ambassador
- National League of Cities, Diamond Leadership Award
- National Academy of Public Administration, Fellow

The opportunity to serve as the Second Vice President of the National League of Cities will provide greater exposure for the City of Rancho Cordova nationally.

ATTACHMENT

1. Resolution No. 138-2017

CITY OF RANCHO CORDOVA

RESOLUTION NO. 138-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
IN SUPPORT OF THE CANDIDACY OF COUNCIL MEMBER DAVID SANDER FOR SECOND
VICE PRESIDENT OF THE NATIONAL LEAGUE OF CITIES**

WHEREAS, Council Member Sander was elected in 2002 to the first City Council when the City of Rancho Cordova was incorporated and has been re-elected each term thereafter, showing the support of the citizens of Rancho Cordova; and

WHEREAS, Council Member Sander has served as Mayor of Rancho Cordova in 2007, 2012 and 2016; and

WHEREAS, Council Member Sander has worked tirelessly for 14 years supporting not only the growth and the citizens of Rancho Cordova, but also working regionally, statewide, and nationally in the interests of Rancho Cordova; and

WHEREAS, Council Member Sander has served as Chair on the National League of Cities Transportation and Infrastructure Steering Committee and First Tier Suburbs Steering Committee, and has served on the National League of Cities Board of Directors; its Nominations Committee and Presidential Election Task Force, and is recognized as a Leadership Fellow of the organization, as well as an Ambassador, and

WHEREAS, Council Member Sander has served as a Board Member of the League of California Cities, as well as serving in numerous capacities in the State League from Division President to Policy Committee Chair; and

WHEREAS, Council Member Sander has served in the leadership and Chaired the National Civic League, promoting innovation and high standards of community engagement through their All-America City Awards and other programs; and

WHEREAS, Council Member Sander has demonstrated his leadership and innovation by being asked to lead many regional discussions, and serve as an invited speaker at annual meetings of several national and state organizations around the United States, including the National League of Cities, and the League of California Cities, among many others; and

WHEREAS, Council Member Sander has been honored regionally and nationally for his contributions to cities and local government, including being named as the Sacramento Regional Elected Official of the Year, as a Friend of Housing among other awards and most importantly being elected to Fellowship in the prestigious National Academy of Public Administration (NAPA) — being one of only a couple nationally recognized local elected officials within that august body; and

WHEREAS, Council Member Sander has demonstrated a unique set of abilities, experience, commitment and vision necessary for effective leadership of the National League of Cities; and

WHEREAS, Council Member Sander has above all demonstrated his commitment to the City of Rancho Cordova per the recitals above.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does fully support Council Member David Sander's Candidacy for the Second Vice President of the National League of Cities.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst

SUBJECT: **AFFIRMATION OF MATHER VETERANS VILLAGE PHASE 2 USE PERMIT FOR THE COMMUNITY-BASED TRANSITIONAL HOUSING (CBTH) PROGRAM.**



RECOMMENDATION

Adopt Resolution 134-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the State Controller's Office to remit CBTH Program funds to the City of Rancho Cordova.

BACKGROUND

The California Department of Finance (DOF) passed Senate Bill 837 (Chapter 32, Statutes of 2016), creating the Community-Based Transitional Housing Program (CBTH Program). The CBTH Program is funded with a one-time appropriation of \$25 million, with an encumbrance period spanning three (3) fiscal years from 2016-17 to 2018-19. The CBTH Program provides financial grants to cities and counties to fund transitional housing that provides treatment and reentry programming to people who will benefit from those services. Applicants may request up to \$2 million for each CBTH Program eligible facility in its jurisdiction.

The Developer of Mather Veterans Village Phase 2, the Veterans Resource Centers of America, has found that there is a high correlation between this population and the homeless veterans they serve in their other projects. Therefore, in conjunction with Veterans Resource Centers of America, the City of Rancho Cordova submitted a grant application to the CBTH Program requesting \$2 million.

If awarded, 40 percent of the funds would go to Mather Veterans Village Phase 2 and 60 percent to the City of Rancho Cordova. In the application, the City designated its funds to primarily go towards completion of Mather Veterans Village Phase 2. To qualify for receipt of any funds, however, the City Council must adopt a resolution affirming that Mather Veterans Village Phase 2 meet the criteria specified in Government Code Section 30035.2.

Government Code Section 30035.2 provides:

In order for a city, county, or city and county to receive funds pursuant to the program, the facility for which it has approved a conditional use permit or other local entitlement...shall meet all of the following criteria;

- (a) The facility shall provide transitional housing for a period of not less than ten (10) years to persons who have been released from a state prison or county jail after serving a sentence for one (1) or more felony or misdemeanor convictions.
- (b) The facility shall provide, or contract with another provider for, two (2) or more additional services to residents. These services may include, but need not necessarily be limited to, life skills training, employment counseling, vocational training, continuing education, psychological counseling, anger management training, substance abuse treatment and counseling, or cognitive behavioral therapy.
- (c) The facility operator, and any entity with which it contracts for the provisions of services described in subdivision (b), shall be in valid possession of all licenses required by state law and local rules, regulations, or ordinances.

The City of Rancho Cordova issued a Conditional Use Permit (Permit) dated July 15, 2013 to Mather Veterans Village Phase 2 for the property at 10621 Schirra Avenue for use as an up to 60 bed transitional housing facility in the rehabilitated existing building. The Permit has no expiration date.

Despite this, the DOF requires a resolution affirming that Mather Veterans Village Phase 2 meets the criteria specified in Government Code Section 30035.2 in order for the City to be eligible to receive CBTH Program funds. City Staff confirms that the Veterans Resource Centers of America and Mather Veterans Village Phase 2 meet the criteria above.

FISCAL IMPACT

Adoption of this resolution will allow the State Controller's Office to remit CBTH Program funds to the City of Rancho Cordova in the amount of \$2 million.

ATTACHMENTS

Resolution 134-2017

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AFFIRMING FINDINGS REGARDING THE MATHER VETERANS VILLAGE PHASE 2
PURSUANT TO GOVERNMENT CODE SECTION 30035.2**

WHEREAS, the City of Rancho Cordova issued a Conditional use Permit ("Permit") dated July 15, 2013, to the Veterans Resource Centers of America ("VRCA") for the Mather Veterans Village Phase 2 property at 10621 Schirra Avenue for use as an up to 60 bed transitional housing facility in the rehabilitated existing building; and

WHEREAS, the Permit has no expiration date; and

WHEREAS, the California Department of Finance ("DOF"), with the passage of Senate Bill 837 (Chapter 32, Statutes of 2016), created the Community-Based Transitional Housing Program ("Program"); and

WHEREAS, the Program is funded with a one-time appropriation of \$25 million, with an encumbrance period that spans three (3) fiscal years, from 2016-17 to 2018-19; and

WHEREAS, the Program provides financial grants to cities and counties to fund transitional housing that provides treatment and reentry programming to people who will benefit from those services; and

WHEREAS, applicants may request up to \$2 million for each Program facility in its jurisdiction; and

WHEREAS, the City of Rancho Cordova submitted a grant application to the Program on July 20, 2017; and

WHEREAS, pursuant to Government Code Section 30035.3(a)(2)(A), each application must be accompanied by a copy of a resolution adopted by the jurisdiction's city council stating that the council has approved the issuance of a conditional use permit or other local entitlements for a facility that meets the criteria specified in Government Code Section 30035.2; and

WHEREAS, despite the existence of VRCA's Permit, the enabling statute requires the applicant to provide positive affirmation, via a governing board resolution, that the applicant shall allow the facility to operate for at least ten (10) years.

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

Section 1. In compliance with Government Code Section 30035.2(a), the VRCA is authorized to provide transitional housing at the Mather Veterans Village Phase 2 Project site for a period of not less than ten (10) years from the date of this resolution to persons who have been released from a state prison or county jail after serving a sentence for one (1) or more felony or misdemeanor convictions.

Section 2. In compliance with Government Code Section 30035.2(b), the VRCA shall provide two (2) or more additional services to residents at Mather Veterans Village Phase 2, including but not limited to, life skills training, psychological counseling, anger management training, and substance abuse treatment and counseling.

Section 3. In compliance with Government Code Section 30035.2(c), the VRCA, and any entity with which it contracts for the provisions of services at Mather Veterans Village Phase 2, is and shall be in valid possession of all licenses required by state law and local rules, regulations, or ordinances.

Section 4. This resolution is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 15601(b)(3) (General Rule) because it does not have the potential to create a significant effect on the environment.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

Community Based Transitional Housing Program

Resolution for Mather Veterans Village Phase 2 (MVV2)

Background for Resolution

- The City applied for the CA Dept. of Finance Community-Based Transitional Housing Program funds in July, 2017 to provide additional funds for MVV2
- The City was awarded a \$2,000,000 grant on October 12, 2017
- In order to receive the grant funds, enabling statute requires the applicant to provide positive affirmation, via a governing board resolution, that the applicant shall allow the facility to operate for at least ten (10) years, within three regularly scheduled City Council meetings
- The City Council has already approved a Conditional Use Permit for MVV2 in perpetuity through the MVV2 Design Review, Resolution 75-2013

Recommendation

- This resolution will:
 - authorize the Veterans Resource Centers of America (VRCA) to operate a transitional shelter for at least 10 years
 - require VRCA to meet the other requirements of Government Code Section 30035.2 for resident services and proper licensure
 - allow the City to receive the \$2,000,000 grant
- Staff recommends that Council adopt Resolution 134-2017

THANK YOU

Any Questions for Staff?

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst



SUBJECT: FIRST AMENDMENT OF THE MATHER VETERANS VILLAGE PHASE 2 DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT.

RECOMMENDATION

Adopt Resolution 135-2017.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City Manager to execute the First Amendment to the Disposition, Development and Loan Agreement (“DDLA”) with Veterans Resource Centers of America (“VRCA”) for the Mather Veterans Village Phase 2 transitional housing project (“Project”) substantially in the form attached to this memorandum.

BACKGROUND

PROJECT STATUS

The DDLA was initially executed in April 6, 2015 with VRCA to facilitate VRCA’s application for state, federal, and other funding, and to provide the Project with a loan from Mather Redevelopment area bond proceeds. On March 20, 2017 the DDLA was extended to provide additional time for the development of the Project, extending the deadline to win financing and begin construction from January 1, 2017 to December 31, 2018.

During this time VRCA and City Staff have continued efforts to secure project funding. In coordination with VRCA, the City applied for the California Dept. of Finance Community-Based Transitional Housing Program (“CBTH Program”) on July 20, 2017. On October 12, 2017, the California Dept. of Finance notified the City that our application was selected to participate in the CBTH Program, resulting in a grant award of \$2,000,000. In order to administer this grant award, the MVV2 DDLA must be amended to comply with the CBTH Program goals and requirements.

PROPOSED AMENDMENT

The proposed amendment will modify the DDLA in the following ways:

1. In order to comply with the CBTH Program goals, a forty percent (40%) goal of residents having one (1) or more felony or misdemeanor convictions is being added. This will not remove the current requirements for residents to be homeless or veterans.
2. In order to comply with CBTH Program enabling legislation in Government Code Section 30035.2, this amendment will formalize requirements for MVV2 to provide services for

residents with felony or misdemeanor convictions and ensure that VRCA or any organization contracted with for services has the proper licensures and permits.

3. Because this grant is provided directly to the City, additional modifications to the DDLA are required to stipulate how, and on what activities, the CBTH Program money will be spent.
4. Finally, accepting CBTH Program funds commits the City and VRCA to certain annual monitoring reports. This amendment will require VRCA to complete and submit these annual reports to the California Dept. of Finance.

FISCAL IMPACT

No additional fiscal impact is anticipated by this action. City Staff and VRCA will continue to work towards the completion of MVV2 as planned.

ATTACHMENTS

Resolution 135-2017

First Amendment to Disposition, Development and Loan Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AN AMENDMENT TO THE EXISTING DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT WITH VETERANS RESOURCE CENTERS OF AMERICA FOR THE DEVELOPMENT OF THE MATHER VETERANS VILLAGE PHASE 2 TRANSITIONAL HOUSING PROJECT

WHEREAS, the City Council of the City of Rancho Cordova ("City"), pursuant to Resolution No. 37-2015, entered into a Disposition, Development and Loan Agreement ("DDLA") with the Veterans Resource Centers of America ("Developer") for the development of an up to 60 bed transitional housing facility ("Project"), the second phase of the Mather Veterans Village; and

WHEREAS, the DDLA contemplated that Developer and City would apply for various funding and grant programs to complete the Project; and

WHEREAS, in coordination with Developer, the City applied for the CA Dept. of Finance Community-Based Transitional Housing ("CBTH") Program on July 20, 2017; and

WHEREAS, the City Council approved City Staff to apply for the CBTH Program pursuant to Resolution 78-2017 requiring changes to the DDLA following the CA Dept. of Finance's approval of the application, within three scheduled public meetings, to satisfy the requirements of Government Code 30035.3; and

WHEREAS, City received the CA Dept. of Finance's approval of the application on October 12, 2017; and

WHEREAS, the new CBTH Program funding source requires the City to administer the grant funds to the Project and commits the City and Developer to certain annual monitoring reports, these changes requiring the City to consider additional modifications to the DDLA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

Section 1 The City Council authorizes the City Manager, on behalf of the City, to execute the First Amendment to the DDLA with the Developer, substantially in the form attached to the accompanying Staff Report, and to execute such other instruments and take such other actions as may be necessary or appropriate to carry out the intent of this Resolution.

Section 2 If any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

Section 3 The above recitals are true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 6th day of November, 2017, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk
2097399.1

**FIRST AMENDMENT
TO
DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT**

THIS FIRST AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (this “**Amendment**”), dated as of _____, 2017, is entered into by and between the CITY OF RANCHO CORDOVA, a California municipal corporation (“**City**”) and Vietnam Veterans of California, Inc., a California nonprofit public benefit corporation dba Veterans Resource Centers of America (“Developer” or “VRCA”). City and Developer are herein individually referred to as “Party” and collectively referred to as the “**Parties**.”

RECITALS

- A. The Parties entered into a Disposition, Development and Loan Agreement dated as of April 6, 2015 (the “**DDLA**”) pertaining to the Phase 2 component of the Mather Veterans Village project (the “**Project**”) as more fully described in the DDLA.
- B. The Parties have determined that changes should be made to the DDLA to reflect that the City has applied for the CA Department of Finance Community-Based Transitional Housing (CBTH) program and new conditions in the DDLA are demanded for receipt of grant funds and the Parties desire to amend the DDLA to reflect those certain modifications; those modifications also pertaining to targeting specific special needs populations as contemplated in the Regulatory Agreement now being made to include persons who have been released from a state prison or county jail after serving one (1) or more felony or misdemeanor convictions.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- 1. The DDLA is amended as follows:
 - a) Recital N is hereby amended to read as follows:

“N. In connection with this Agreement, Developer shall execute such documentation as City shall reasonably require in connection with Project financing, including without limitation the Regulatory Agreement, which shall require Project rents to be affordable to eligible households whose incomes do not exceed fifty percent (50%) of Area Median Income or such lower income limits as may be required by VHHP or other financing provided for the Project, for a term of not less than fifty-five (55) years, and in connection with Project funding from the CA Dept. of Finance CBTH program shall require the Project to meet, during the ten year life of the CBTH grant, an approximate goal of forty percent (40%) of residents who have been released from a state prison or county jail after serving one (1) or more felony or misdemeanor convictions. This Agreement, the Assignment, the Memorandum of Disposition, Development, and Loan

Agreement which shall be executed substantially in the form attached hereto as **Exhibit G** and incorporated herein by this reference, the Loan Agreement which shall be executed substantially in the form attached hereto as **Exhibit K** and incorporated herein by this reference, and the Regulatory Agreement which shall be executed substantially in the form attached hereto as **Exhibit F**, are collectively hereinafter referred to as the “**City Documents.**”

- b) Section 5.2 is hereby amended to read as follows:

“5.2 Scope of Development. Subject to the terms of the Assignment and the provisions of the REA, Developer shall develop the Project in accordance with the terms and conditions of this Agreement and the City Documents, and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or entity with jurisdiction over the Project or the Phase 2 Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project (if any) and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the “**Conditions of Approval**”).

The Phase 2 Development will consist of the rehabilitation of the Existing Building to provide a transitional housing facility with up to 60 beds for homeless military veterans, with an approximate goal, during the life of the CBTH grant, of forty percent (40%) of residents having been released from a state prison or county jail after serving one (1) or more felony or misdemeanor convictions. The building will include a full kitchen and dining space for serving the residents three meals a day, and will provide classroom spaces for educational opportunities. The Phase 2 Development also will include outdoor space for exercise and outdoor programming. The resident population will primarily be single men, many elderly, many recently homeless and most disabled. Some of the residents will be women. There will be a separate area for female residents. Residents will be allowed to reside in the facility for periods from 30 days to up to two (2) years unless the length of stay is otherwise restricted by Project financing sources. The facility will include office space for administrative staff and case managers, counseling rooms, a computer room, classroom spaces, lounge space for residents, and recreation spaces. Consistent with requirements of the City’s design review of the Project, Developer and City will use their best efforts to obtain grant funding for photovoltaic and solar water heating improvements in order to achieve a net-zero energy building including use of solar panels on parking coverage and building roof, energy recapture technology, energy efficient fixtures and appliances, utilization of LED lighting technology, gardening space, and open outdoor areas that provide residents with a range of activities. All of the foregoing is collectively hereinafter referred to as the “**Improvements.**”

Notwithstanding anything to the contrary contained herein, the rehabilitation of the Project is expressly conditioned upon compliance with the California

Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*, CEQA guidelines, and implementing regulations, all as amended from time to time (“**CEQA**”) and, the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 *et seq.*, NEPA guidelines, and implementing regulations, all as amended from time to time (“**NEPA**”), as the same may be applicable to the Project. The city represents that as of the Effective Date, the City has determined that all required CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained, and all required notices have been filed and the statute of limitations has expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Phase 2 Property without compliance with CEQA and NEPA, as applicable.”

- c) Section 6.1 is hereby amended to read as follows:

“6.1 City Funds. City agrees to provide a no-interest, forgivable permanent loan to Developer from a combination of sources including County and City Local Housing Trust Funds, to be used primarily as “gap” financing for the Project in the total principal amount not to exceed One Million Dollars (\$1,000,000.00) (“**Permanent Loan**”). The Permanent Loan is made for development of the Project upon the terms and conditions and for the purposes set forth in this Agreement including all terms and conditions found in the Inter-Agency Project Agreement the form of which is attached as **Exhibit O** to this DDLA. Additionally, upon the written request of the Developer, City will make a short-term, no-interest, non-forgivable loan of up to \$150,000 (the “**Predevelopment Funds**”) the outstanding balance of which shall be repaid on the Closing Date using proceeds from the Permanent Loan or other sources available to Developer consistent with the terms of the Loan Agreement. The Predevelopment funds shall be used for City-approved predevelopment costs. City also agrees to provide a grant from proceeds from the Community-Based Transitional Housing program grant funds, not to exceed One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000.00) (“**City Grant**”) to be split in the following ways: (1) Nine Hundred Eighty Thousand Dollars will be used primarily as “gap” financing for the Project, but may also be used for city-approved predevelopment costs following the procedures in Section 6.4 below; (2) Two Hundred Fifty Five Thousand Dollars (\$255,000.00) will be used for additional service enhancements and supportive services; (3) Three Hundred Ninety Five Thousand Dollars (\$395,000.00) for resident furnishings, kitchen/dining equipment and furnishings, and enhanced security equipment for the facility; (4) One Hundred Thousand Dollars (\$100,000.00) of funding for the operating reserve; and (5) Fifty Thousand Dollars (\$50,000.00) for a recidivism study and report.

The Permanent Loan shall be evidenced by a Secured Promissory Note in the amount of One Million Dollars (\$1,000,000.00) (“**Permanent Note**”), dated as of the Closing Date and executed by Developer in form satisfactory to City. The Permanent Note shall be secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”) executed by Developer as Trustor for the benefit of City in form satisfactory to City and lenders and recorded against the Phase 2 Property. Provided that Developer has

complied with all conditions precedent to disbursement of the Permanent Loan, the proceeds of the Permanent Loan (“**Permanent Loan Proceeds**”) shall be disbursed pursuant to this Agreement. Provided that the Project has been operated in compliance with the Regulatory Agreement and the City Documents, the entire outstanding principal balance of the Permanent Loan shall be forgiven on the fifty-fifth (55th) anniversary of the date of issuance of the final certificate of occupancy for the Project. A Loan Agreement incorporating the forms of the Permanent Note and the Deed of Trust are referred to collectively as the “**Permanent Loan Documents**” and are attached hereto as **Exhibit K**.”

d) Section 6.2 is hereby amended to read as follows:

“6.2 City Funds; Nonrecourse or Recourse Obligations. The Permanent Loan shall be provided in the form of a nonrecourse forgivable loan. The Predevelopment Funds shall be provided in the form of a recourse loan for which Developer has liability. The City Grant shall be provided in the form of a nonrecourse grant. The proceeds of the Permanent Loan, the Predevelopment Funds and the City Grant are collectively referred to herein as “**City Funds**.””

e) Section 6.4 is hereby amended to read as follows:

“6.4 Conditions to Disbursement of Funds City’s obligation to disburse remaining Permanent Loan Proceeds and City Grant funds is conditioned upon the satisfaction of all of the following conditions:

a) For funding prior to commencement of construction (“Predevelopment Phase”):

- i. Developer’s execution and delivery to City of this Agreement, an updated Financing Plan and written confirmation of compliance with the Schedule of Development and Performance.
- ii. Developer’s delivery to the City of evidence of property and liability insurance coverage in accordance with the requirements set forth herein.
- iii. Developer’s delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Developer is properly organized and authorized to do business in the State of California, (ii) a certified resolution indicating that Developer has authorized the transactions contemplated by this Agreement and that the persons executing the City Documents on behalf of Developer have been duly authorized to do so.
- iv. No material adverse change as determined by City in its reasonable judgment shall have occurred in the condition of

the Phase 2 Property or in the financial or other condition of Developer since the date of this Agreement.

- v. Developer's written certification to the costs and schedule of products represented in the Projected Construction Cost phase of the Financing Plan attached as **Exhibit J**. Such costs shall be consistent with the Financing Plan as set forth in **Exhibit J**. Developer shall provide a brief written explanation of any significant changes from the original Finance Plan.
 - vi. City's receipt of a written requisition (invoice) from Developer specifying the amount and use of the requested funds, accompanied by copies of third-party invoices for services rendered or to be rendered in connection with the Project and such other documentation as City shall reasonably require, including without limitation, cost certification by accountant as to the expenses incurred. For those costs and expenses not included in the Predevelopment budget approved by the City, the City must provide written approval before Developer may incur such cost or expense.
- b) For funding during the Construction period ("**Construction Phase**"), the following are additional requirements for funding requests on or after commencement of Construction:
- i. Prior to Closing, City's written approval of the updated Finance Plan to be attached as an amendment to **Exhibit J**, reflecting all Project costs, all sources of Project funding (including a letter of intent to make a construction loan to the Developer from a conventional construction lender satisfactory to the City), the operating budget and any other schedules, narratives or other work products required by the City. The amended Finance Plan shall further reflect the funding and underwriting requirements of all lenders and grant programs funding the costs of the Construction Phase of the Project.
 - ii. Delivery of fully executed Permanent Loan Documents as required by the Loan Agreement attached hereto as (**Exhibit K**), recordation of the Memorandum of this DDLA Agreement substantially in the form attached hereto as (**Exhibit G**), execution and delivery of the Assignment, the Parking Agreement Amendment (described in Section 4.9), the Leasehold Deed of Trust and the Regulatory Agreement in the Official Records.

- iii. Developer's delivery to City of evidence reasonably satisfactory to the City that Developer has obtained all necessary entitlements, permits (including without limitation building permits), licenses, and approvals required to develop the Project, or that the receipt of such permits is subject only to such conditions as City shall reasonably approve, City's approval of the final plans and specifications for the Project, Developer's delivery to City and City approval of all of the following: (1) performance bonds or other assurance of completion reasonably acceptable to City pursuant to the requirements set forth in Section 5.21; (2) any modification to the construction schedule; and (3) copies of such other documents related to the financing of the Project as city may reasonably request, including cost certification as to the expenses incurred.
- iv. Preparation by the Developer of escrow instructions acceptable to the City."

f) Section 7.1 is amended to read as follows:

"7.1 Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Phase 2 Property shall be subject to recorded covenants that will restrict use of the Phase 2 Property to development of an affordable, multi-family, "Transitional" rental housing project in which not less than one hundred percent (100%) of the residential units shall be rented at an affordable cost to eligible households whose household income is at or below fifty percent (50%) of Area Median Income (as defined in the Regulatory Agreement) or such lower income limits as may be required by VHHP or other financing provided for the Project, in accordance with the terms hereof and the Regulatory Agreement, and with an approximate goal, during the life of the CBTH grant, of forty percent (40%) of residents having been released from a state prison or county jail after serving one (1) or more felony or misdemeanor convictions. To the maximum extent permitted by law, occupancy shall be limited to a mix of disabled and homeless veterans. If at any time after the first five years of operation, the waiting list of qualified tenants for the Phase 2 Development for 2 consecutive months falls below 5 qualified applicants, the City and Developer will meet and discuss the need for amendment to the existing tenant selection standards. Additionally, in the event that a residential unit has been vacant for more than thirty (30) days, and prior to that time Developer has not received a rental application from a homeless or disabled veteran household that qualifies as a Very Low Income Household (as defined in the Regulatory Agreement) and that meets Developer's tenant selection standards, then Developer may rent the vacant unit (and other units which subsequently become available under the same conditions) to a Very Low Income veteran household which does not include a homeless or disabled veteran. To the extent permitted under applicable law, Developer shall restrict occupancy of the residential units in the Project to households that include one or more veterans."

- g) Section 7.1.1 is hereby added to read as follows:

“7.1.1 Additional Use Requirements to Satisfy Government Code Section 30035.2 (b) and (c). In compliance with Government Code Section 30035.2(b) the Phase 2 Developer, its successors and assigns, shall provide, during the life of the CBTH grant, two (2) or more additional services to residents who have been released from a state prison or county jail after serving one (1) or more felony or misdemeanor convictions, including but not limited to, life skills training, psychological counseling, anger management training, and substance abuse treatment and counseling.

In compliance with Government Code Section 30035.2(c), the Phase 2 Project Developer, its successors and assigns, and any entity with which it contracts for the provisions of services, is and shall be in valid possession of all licenses required by state law and local rules, regulations, or ordinances.”

- h) Section 7.1.2 is hereby added to read as follows:

“7.1.2 Additional Use Requirements to Satisfy Government Code Section 30035.5(d). In compliance with Government Code Section 30035.3(d) no later than August 1, 2018, and each subsequent August 1 for which the Community Based Transitional Housing program is in effect, the Phase 2 Developer, its successor and assigns, shall report the following to the CA Department of Finance in the form and manner specified by the CA Department of Finance: (1) Program funds and matching funds received by the facility operator; (2) The number of ex-offenders currently receiving program services; (3) A description of the services provided; (4) The number of ex-offenders who, over the course of the year preceding the report, received treatment and transitioned back into society; and (5) The facility operator’s program performance measurement of recidivism reduction.”

2. No Other Changes to the Agreement. Except as expressly modified by this Amendment, all other provisions of the DDLA remain unmodified and continue in full force and effect.
3. Effective Date. This Amendment shall be effective as of the date first written above.
4. California Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the conflict-of-law rules and principles of said state.
5. Conflicts with the Agreement. In the event of any conflict between this Amendment and the DDLA, the provisions of this Amendment shall prevail.
6. Counterparts; Multiple Originals. This Amendment may be signed in counterparts, and in multiple originals each of which shall constitute one and the same instrument.
7. Successors and Assigns. This Amendment shall apply to and bind the successors and

assigns of the Parties hereto.

IN WITNESS WHEREOF, City and Developer have executed this Amendment as of the dates first written above.

CITY:

CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____,
City Clerk

APPROVED AS TO FORM:

By: _____,
City Attorney

DEVELOPER:

VIETNAM VETERANS OF CALIFORNIA, INC., a California nonprofit public benefit corporation dba Veterans Resource Centers of America

By: _____

Name: _____

Title: _____

2875526.1

Mather Veterans Village Phase 2 DDLA Amendment

New Conditions to Meet CA Dept. of Finance Grant Requirements

Background for Amendment

- The City applied for the CA Dept. of Finance Community-Based Transitional Housing Program funds in July, 2017 to provide additional funds for MVV2
- The CBTH grant program goal is to provide transitional housing for the ex-offender population – those who have one or more felony or misdemeanor convictions
- There is a large correlation between the homeless veteran population and those who have one or more felony or misdemeanor convictions – approximately 40%
- The resolution passed allowing staff to apply for the grant required changes to DDLA if awarded including: target population goal, licensure requirements and services provision

Proposed Changes to DDLA

- Add 40% goal for people who have been released from state prison or county jail after serving one or more felony or misdemeanor convictions
- Add requirements to provide services to ex-offender residents and be in valid possession of licensures
- Add language regarding how, and on what activities, CBTH grant funds will be disbursed and spent
- Add annual reporting requirements to meet CBTH grant requirements

Recommendation

- Approval of this Resolution will allow City Manager to execute the amended DDLA including the proposed changes
- Staff recommends that Council adopt Resolution 135-2017

THANK YOU

Any Questions for Staff?

MEMORANDUM



DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **PRESENTATION OF PROPOSED UPDATED ORDINANCE REGARDING THE CITY'S TREE PRESERVATION ORDINANCE.**

RECOMMENDATION

Provide direction to staff regarding City Council's preferred level of tree protection and direct staff to return with an updated ordinance for Council adoption.

RESULT OF RECOMMENDED ACTION

Staff would update the draft ordinance and return for Council adoption at a later date.

BACKGROUND

The City of Rancho Cordova (City) adopted Chapter 19 of the municipal code upon incorporation. The focus of this section of code is preservation of certain trees on public and private properties generally as follows:

- 1) Within public right-of-way and City grounds, all trees are protected and parties other than City forces may not impact those trees without a permit.
- 2) On non-residential private properties protected trees include, but are not limited to, all trees planted with a discretionary permit, and four varieties of native oaks with trunks greater than 6-inches diameter (valley oak, interior live oak, blue oak, and oracle oak).
- 3) Single family residential lots smaller than 10,000 square feet are generally exempt from the ordinance.

The City's current tree preservation ordinance does not have significant protection for trees other than native oaks on non-residential lots. This has resulted in cases where multiple trees have been removed from non-residential lots, thus reducing the City's overall urban canopy.

To evaluate options for increased protection of the City's urban forest, staff reviewed multiple tree preservation ordinances including County of Sacramento, City of Sacramento and City of Davis. While the County of Sacramento's code mirrors the City's code with protection for four varieties of native oaks, both City of Sacramento and City of Davis have expanded lists of trees that are protected. For example, the City of Sacramento protects six native trees over 12-inches diameter and all trees over 24-inches diameter on non-residential properties. The City of Davis protects 68 varieties of trees over 5-inches diameter on non-residential property.

At the April 25, 2017 workshop, Council directed staff to return with a proposed ordinance that includes greater protection for the City's urban canopy. The attached ordinance provides greater protection and is intended to strike a balance between City of Sacramento and City of Davis codes. Highlights of the proposed ordinance include, but are not limited to, the following:

- Elimination of the 10,000 square foot residential lot exemption.
- Continued protection of native oaks over 6-inches.
- Protection of non-residential trees over 12-inches diameter.
- Protection of residential trees over 24-inches diameter.
- Require stumps to be removed within one year of ordinance adoption.
- Prohibit topping of protected trees.
- Violations: Require inch per inch replacement or payment in-lieu.
 - Per proposed ordinance numbers 19.12.120 and 19.12.240, non-permitted removal of healthy trees could result in required replacement on an inch per inch basis in addition to a misdemeanor. For example, non-permitted removal of one 12-inch diameter tree would require replacement with 12, 15-gallon trees, or payment in-lieu to the City's tree fund at the City's contract tree installation price (\$165 per tree). In this example the price would be \$165 times 12 trees for a total of \$1,980.

The implementation of the proposed ordinance would be overseen primarily by Public Works, however, Neighborhood Services will provide assistance on enforcement of the proposed ordinance.

FISCAL IMPACT

Additional costs for enforcement could result if the level of protection is increased. There may also be some recovery by the City, through fines and fees, if enforcement is increased. However, any money that is received from in lieu fees under the proposed ordinance shall be deposited into a Tree Program Fund, which is a continuation of the current Tree Preservation Fund, for tree planting and preservation programs and certain public education programs. Tree Program Fund monies may also be directed by the City Council to nonprofit organizations for the implementation of programs consistent with the purposes of the Tree Program Fund.

ATTACHMENTS

1. Draft Proposed Ordinance
 2. Presentation
- 2882994.1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTERS 19.04 AND 19.12 WITHIN TITLE 19 OF THE
RANCHO CORDOVA MUNICIPAL CODE RELATING TO THE PROTECTION AND
PRESERVATION OF PRIVATE AND PUBLIC TREES**

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

SECTION 1. Repeal: Chapter 19.04, "Regulations" and Chapter 19.12, "Tree Preservation and Protection" within Title 19, "Trees" of the Rancho Cordova Municipal Code are hereby repealed in their entirety.

SECTION 2. Replace: Chapters 19.04 and 19.12 of Title 19 of the Rancho Cordova Municipal Code are hereby replaced and shall hereinafter read as follows:

"Chapter 19.04 PROTECTION OF PUBLIC TREES

Sections:

- 19.04.010 Purpose.
- 19.04.020 Word Construction.
- 19.04.030 Definitions.
- 19.04.040 Conserving Public Trees.
- 19.04.050 City Responsible for Public Trees.
- 19.04.060 Public Utilities and Easements.
- 19.04.070 Public Tree Permits.
- 19.04.080 General Regulations.
- 19.04.090 Tree Stumps Prohibited.
- 19.04.100 Clearance Requirements.
- 19.04.110 Exemption of City from Solar Shade Control Act.
- 19.04.120 Public Nuisances.
- 19.04.130 Violations.
- 19.04.140 Enforcement.
- 19.04.150 Appeals and Abatement Procedures.
- 19.04.160 Interference with Authorized Personnel.

19.04.010 Purpose and Intent.

In order to promote health and safety and enhance the beauty and general welfare of Rancho Cordova, it is hereby declared to be the policy of the city to plant, maintain, protect, preserve, and to regulate the planting, maintaining, protecting and preserving of all public trees growing on public property; to eliminate dangerous conditions caused by trees, shrubs and tree stumps that may result in injuries to persons or property; and to protect all public trees within the city from the spread of disease or pests.

19.04.020 Word Construction.

Unless the provisions or the context otherwise requires, the following rules of construction and definitions shall govern the construction of this chapter. The singular number includes the plural,

and the plural, the singular. The masculine gender includes the feminine. The present tense includes the past and future tenses, and the future, the present. "Shall" is mandatory and "may" is permissive.

19.04.030 Definitions.

For the purpose of this chapter the following words and terms have the following meanings:

- A. "Certified Arborist" means an Arborist certified by the International Society of Arboriculture with current certification standing, meeting all current renewal requirements and continuing education requirements; or an ASCA Registered Consulting Arborist with current membership standing, meeting all continuing education requirements; or a Society of American Foresters (SAF) Certified Urban Forester in good standing.
- B. "City" means the city of Rancho Cordova.
- C. "City council" means the city council of the city of Rancho Cordova.
- D. "Easement" means any utility easement, drainage easement, sanitary sewer easement or other legal easement within the city boundaries.
- E. "Maintain" or "maintenance," when used in reference to public trees, shall mean and include pruning, spraying, mulching, fertilizing, cultivating, supporting, treating for disease or injury, promoting public safety, or any other similar act which promotes the life, growth, health or beauty of public trees.
- F. "Permittee" means a person who has been granted a public tree permit as provided in this chapter.
- G. "Person" includes a natural person, legal owner, firm, association, corporation, co-partnership, trustee, receiver, utility, or an agent or employee thereof.
- H. "Planning Director" means the Planning Director of the city of Rancho Cordova, or his or her designee.
- I. "Planting easement" means an area of land, usually a strip of land adjoining a street right-of-way, which has been dedicated for the purpose of growing trees, shrubs, or other vegetation.
- J. "Public nuisance tree" means any tree or shrub that is maintained in violation of this chapter.
- K. "Public premises" includes city-owned properties, including but not limited to properties in the right of way and owned or managed by the city.
- L. "Public tree" means a tree or shrub whose trunk is planted in a street, planting easement, public premises, public sidewalk, median, traffic island or any other right of way owned or controlled by the city through an easement, license, fee title, or other permissive grant of use and maintained by the city.

M. “Public Works Director” means the Director of the Department of Public Works of the city of Rancho Cordova, or his or her designee.

N. “Street” includes the right-of-way width of any city-maintained street, avenue, boulevard, line, walk, road, parkway, alley, or other right-of-way for highway purposes, as determined by the Department of Public Works.

O. “Tree” includes shrub.

P. “Tree permit” means an authorization by the Public Works Director for the planting, pruning, treatment, or removal of a public tree.

Q. “Tree protection plan” shall be submitted for approval by the Public Works Director for protecting trees during any site development as requested by the Planning Director. A plan shall be prepared by a Certified Arborist stating the protection, steps required and approved work within the dripline or other designated protected areas near protected trees. The tree protection plan shall be included on all construction documents, specification documents, and explained to all contractors and subcontractors working on the subject project.

R. “Tree stump” means any portion of the base or trunk of a tree and its roots that remain after a tree is removed. For purposes of this chapter, a “tree stump” must be have a diameter of at least six (6) inches or greater.

19.04.040 Conserving Public Trees.

The Public Works Director, in his or her discretion, may modify standard street sections and make changes in street alignment to avoid the removal or damage of public trees.

19.04.050 City Responsible for Public Trees.

The planting, maintenance, and removal of public trees shall be under the supervision and control of the Public Works Director.

A. The planting, maintenance and removal of all trees and shrubs, on all public premises, planting easements, or streets are under the supervision and control of the Public Works Director.

B. No person shall plant, transplant, move, separate, trim, prune, cut above or below the ground, disrupt, alter or take any other action upon any public tree or other plant life on all public premises unless a tree permit is obtained pursuant to section 19.04.070 that authorizes the action.

C. In selecting plantings for public premises, the Public Works Director may select any trees or shrubs that he or she determines to be appropriate for such areas.

D. Architects and others preparing plans for the landscaping of public premises, including city buildings, shall consult with the Public Works Director during the preparation of such plans for review and approval prior to advertising for bids.

19.04.060 Public Utilities and Easements.

The Public Works Director may prohibit and otherwise regulate the planting of trees upon any city utility easement, drainage or sanitary sewer right-of-way if he or she considers such planting detrimental to their use. Trees shall not be planted upon any such right-of-way or easement without first obtaining a permit from the Public Works Director as provided in RCMC 19.04.070. Each permit of this type shall be subject to the condition that if on any future date the Public Works Director determines that a tree planted pursuant to the permit is detrimental to the use of the right-of-way or easement, the tree shall be considered a public nuisance and be subject to abatement as provided in RCMC 19.04.150.

19.04.070 Public Tree Permits.

A public tree permit shall be required before any person shall plant, transplant, move, separate, trim, prune, cut above or below the ground, disrupt, alter or do surgery upon any public tree located on a planting easement, street, or public premises, irrespective of whether the tree is alive or dead. The public tree permit shall also include the following:

- A. The Public Works Director shall prescribe the form of the permit, which shall be valid for a period of six months;
- B. The fee for the issuance of the permit shall be set by Council by resolution and may be amended from time to time;
- C. Permits shall be signed by the Public Works Director, or his or her designee, and shall be subject to such conditions as he or she determines to be necessary taking into consideration the safety, health and general welfare of the public, the location of utilities, driveways, traffic and street lights and other characteristics of the area;
- D. The Public Works Director may require that a permittee plant one or more trees in place of the one removed, in the same location or vicinity;
- E. If the tree or shrub is to be removed, grinding out the stump to a depth of four (4) inches below grade or removal of the entire tree stump shall be required;
- F. The Public Works Director may require a permittee to furnish a satisfactory bond, cash deposit or other security to ensure that the conditions of the permit will be fulfilled;
- G. Except where public safety is involved, a permit shall not be issued to trim or remove a public tree for the singular purpose of providing better visibility;
- H. Permits shall not be issued for the planting of any tree which is not in accordance with the master tree list unless the Public Works Director determines that the characteristics of the substituted tree are substantially the same as those of a tree permitted by the plan;
- I. Each tree or shrub planted pursuant to a permit shall be designated a public tree. The permit shall contain a statement to this effect; and
- J. It is unlawful for a permittee to fail, refuse, or neglect to plant a tree required by a permit or to fail to fulfill any condition imposed by the director when issuing the permit.

19.04.080 General Regulations.

No person shall, without a written permit from the Public Works Director, do or cause to be done by others any of the following acts:

- A. Secure, fasten or run any rope, wire, sign, unprotected electrical installation or other device or material to, around, or through a public tree;
- B. Break, injure, deface, kill or destroy a public tree or permit any fire to burn where it will injure any public tree;
- C. Permit any chemical, gas, smoke, salt brine, oil or other injurious substance to seep, drain or be emptied upon, above or below any public tree;
- D. Excavate any ditch, tunnel, or trench or lay any drive within a radius of ten (10) feet from any public tree;
- E. Erect, alter, repair or raze any building or structure without placing suitable guards around all nearby public trees which may be injured by such operations; or
- F. Remove any guard, stake or other device or materials intended for the protection of a public tree or close or obstruct any open space about the base of a public tree designed to prevent soil compaction or physical damage.

19.04.090 Tree Stumps Prohibited.

Any tree stump that is visible from the public right of way is hereby declared a public nuisance and maintenance of a tree stump is prohibited. Any tree stump shall be ground down to a depth of four (4) inches below grade or the entire tree stump shall be removed one year from the date of adoption of this ordinance and thereafter.

19.04.100 Clearance Requirements.

No tree or shrub shall be planted or maintained contrary to the provisions of RCMC chapter 12.12 to preserve appropriate clearance and sight-distance.

19.04.110 Exemption of City from Solar Shade Control Act.

The city of Rancho Cordova shall be exempt from the provisions of the Solar Shade Control Act pursuant to California Public Resource Code section 25985(a), or as amended.

19.04.120 Public Nuisances.

Any violation of the provisions of this chapter is unlawful and a public nuisance and the fully constituted authorities of the city shall immediately commence an action proceeding for the abatement and enjoinder thereof and shall take other steps in the manner provided by law. The city may pursue any and all legal and equitable remedies related to the enforcement of the

provisions of this chapter, including criminal, civil, and administrative remedies and penalties pursuant to RCMC 1.01.190.

19.04.130 Violations.

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by any such person, and he or she shall be punished accordingly. A violation of this chapter is a misdemeanor and is punishable by imprisonment in the county jail for a period up to six months or by a fine of up to one thousand dollars (\$1,000.00) or both.

19.04.140 Enforcement.

The Department of Public Works, or its designee, is charged with the responsibility of enforcing the provisions of this chapter. The remedies provided for herein shall be cumulative and not exclusive. The Public Works Director, or his or her designee, may upon the presentation of his or her credentials go upon any premises at any reasonable time for the investigation and inspection of any tree which is suspected to be in violation of this chapter, after having given the owner or occupant thereof at least five days' prior notice of the date of inspection or sooner if the owner or occupant consents to said inspection.

19.04.150 Appeals and Abatement Procedures.

The following procedures shall be followed when abating or correcting a condition relative to a public nuisance tree:

- A. The owner or occupant of property on which the tree is located shall be notified in writing by certified mail that the tree and tree stump shall be removed, pruned, treated or otherwise abated;
- B. The owner or occupant of property on which the tree is located shall have the right to appeal the determination of the Public Works Director;
- C. The owner or occupant of such premises shall have 15 days from the time of the mailing of the aforesaid notice to either comply with the terms of the notice of abatement or corrective action or to file an appeal with the city concerning the contemplated action of the Public Works Director. The City Manager, or his or her designee, shall appoint a hearing officer. The appeal hearing shall be conducted pursuant to RCMC 16.18.205(F)(8), or as may be amended;
- D. If the owner of such premises or his agent refuses or neglects to comply with the notice or to appeal the order of the Public Works Director within the time specified, the Public Works Director shall cause the tree to be treated, pruned, removed or otherwise abated;
- E. The Public Works Director shall keep an account of the cost of abatement and shall recover delinquent fees, penalties, charges and costs by lien or special assessment pursuant to RCMC 1.01.200.

19.04.160 Interference with Authorized Personnel.

It is unlawful for any person to prevent, delay or interfere with any work being done under the provisions of this chapter whether the work is done by an employee of the city or a person or firm performing work for the city pursuant to contract, hire or assignment.

Chapter 19.12 PRESERVATION AND PROTECTION OF PRIVATE TREES

Sections:

- 19.12.010 Purpose and Intent.
- 19.12.020 Word Construction.
- 19.12.030 Definitions.
- 19.12.040 Protected Tree Permit Required.
- 19.12.050 Application Procedure.
- 19.12.060 Protected Tree Permit Provisions.
- 19.12.070 Decision Criteria.
- 19.12.080 Emergency Conditions.
- 19.12.090 Prohibited Acts Relating to Protected Trees.
- 19.12.100 Activity Allowed Near Protected Trees.
- 19.12.110 Appeal of Denial of Protected Tree Permit.
- 19.12.120 Tree Replacement Plan.
- 19.12.130 Replanting Security.
- 19.12.140 Grading Beneath Tree Drip Lines.
- 19.12.150 Development Control Measures.
- 19.12.160 Tree Protection Plan.
- 19.12.170 Protected Tree Reports for Tentative Tract Maps.
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- 19.12.190 Stop Work Order.
- 19.12.200 Fees.
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- 19.12.220 Tree Stumps Prohibited.
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19.12.010 Purpose and Intent.

A. Native oak trees grew naturally in Rancho Cordova. As the area has been developed, many types of trees have been planted. Trees are a community asset that cannot provide benefits without human maintenance, care, and protection. A clearly defined, reasonable, and effective ordinance guides the growth of a long term community tree canopy that provides improved air quality, public and mental health, welfare, safety and environmental benefits to the residents, businesses, and visitors of Rancho Cordova. Trees on both public and private properties contribute to the community tree canopy and the growing of trees on both public and private property are necessary to sustain a community-wide tree canopy. Furthermore, it is recognized that the preservation of trees enhances the natural scenic beauty, sustains the long-

term potential increase in property values, which encourages quality development, maintains the original ecology, retains the original tempering effect of extreme temperatures, increases the attractiveness of the city to visitors, helps to reduce soil erosion, and increases the oxygen output of the area which is needed to combat air pollution. For these reasons, in order to promote the health, safety, and general welfare, to preserve and protect significant historical heritage values, to enhance the beauty of the city of Rancho Cordova, and to complement and strengthen zoning, subdivision and land use standards and regulations, while at the same time recognizing individual rights to develop private property, the City Council adopts this chapter, establishing basic standards and measures for the preservation and protection of trees.

B. It shall be the policy of the city to preserve all trees possible through its development review process.

C. It is the intent of this chapter to establish regulations for the protection, removal, and preservation of landmark trees and protected trees, as defined herein, within the city in order to retain as many trees as possible consistent with the purpose hereof and the reasonable economic enjoyment of all property in the city.

D. In order to promote health and safety and enhance the beauty and general welfare of Rancho Cordova, it is hereby declared to be the policy of the city to eliminate dangerous conditions caused by trees, shrubs and tree stumps that may result in injuries to persons or property; and to protect all public trees within the city from the spread of disease or pests.

19.12.020 Word Construction.

Unless the provisions or the context otherwise requires, the following rules of construction and definitions shall govern the construction of this chapter. The singular number includes the plural, and the plural, the singular. The masculine gender includes the feminine. The present tense includes the past and future tenses, and the future, the present. "Shall" is mandatory and "may" is permissive.

19.12.030 Definitions.

For the purpose of this chapter the following words and terms have the following meanings:

A. "Approving body," as used in this chapter, shall be any one of the following: City Council, Public Works Director, Planning Commission, or the Planning Director.

B. "Business Day" means a day the city of Rancho Cordova City Hall is open for business.

C. "Certified Arborist" means an Arborist certified by the International Society of Arboriculture with current certification standing, meeting all current renewal requirements and continuing education requirements; or an ASCA Registered Consulting Arborist with current membership standing, meeting all continuing education requirements; or a Society of American Foresters (SAF) Certified Urban Forester in good standing.

D. "City" means the city of Rancho Cordova.

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

F. "City Arborist" is any certified arborist designated by the Public Works Director, or his or her designee, to act as arborist on behalf of the city of Rancho Cordova.

G. "Damaged or Destroyed Tree" means the cutting and removal of any protected tree without a tree permit such that more than 50% of the live foliage or buds from a protected tree within a 12 month period; the cutting and removal of an entire protected tree; physical damage to a trunk or main leader 50% or greater of the circumference; or damage to greater than 33% of the root system of a protected tree.

H. "Development Project" Any exterior construction work associated with or requiring a building or grading permit for any new building, building addition, building demolition, site grading, excavation or site paving.

I. "Diameter at standard height" or "DSH," means the diameter of a tree measured at four and one-half (4 ½) feet above natural grade, except as specified below. The diameter shall be calculated by using the following formula: diameter = circumference/3.14.

1. For a tree that branches at or below four and one-half feet, DSH means the diameter at the narrowest point between the grade and the branching point.
2. For a tree with a common root system that branches at the ground, DSH means the sum of the diameter of the largest trunk and one-half the cumulative diameter of the remaining trunks at four and one-half (4 ½) feet above natural grade.

J. "Discretionary project," as used in this chapter, shall be a project that must be approved by one of the following approving bodies: City Council, planning commission, or Planning Director. Discretionary projects shall include, but are not limited to, a special development permit, a parcel map, a parking reduction permit, a rezone, a site plan approval permit, a subdivision map, a variance, or a conditional use permit.

K. "Dripline" means the maximum measurement from the center of the tree trunk to the most outward lateral branch of the foliar crown of a protected tree.

L. "Easement" means any utility easement, drainage easement, sanitary sewer easement or other legal easement within the city boundaries.

M. "Landmark trees" means any trees designated by Council through resolution as a vital and historical part of the city's landscape such that the trees need to be designated as landmarks for protection and preservation.

N. "Maintain" or "maintenance," when used in reference to trees, shall mean and include pruning, spraying, mulching, fertilizing, cultivating, supporting, treating for disease or injury, promoting public safety, or any other similar act which promotes the life, growth, health or beauty of trees.

O. "Major trimming" means a cutting or pruning in a way which reduces the overall canopy of the tree by ten percent (10%) or more, or cutting of roots or branches greater than 2-inches diameter within a 12-month period.

P. "Minor trimming" means a cutting or pruning in a way which reduces the overall canopy by less than ten percent (10%), does not significantly reduce the overall canopy of the tree, and does not cut roots or branches greater than 2-inches diameter within a 12-month period.

Q. "Permittee" means a person who has been granted a protected tree permit as provided in this chapter.

R. "Person" includes a natural person, legal owner, firm, association, corporation, co-partnership, trustee, receiver, utility, or an agent or employee thereof.

S. "Planning Director" means the Planning Director of the city of Rancho Cordova, or his or her designee.

T. "Planting easement" means an area of land, usually a strip of land adjoining a street right-of-way, which has been dedicated for the purpose of growing trees, shrubs, or other vegetation.

U. "Private land" shall include all land owned by private interest, and not designated city-owned land.

V. "Protected Tree" means:

1. Native Oak – *Quercus lobata*, Valley Oak; *Quercus wislizenii*, Interior Live Oak; *Quercus douglasii*, Blue Oak; or *Quercus morehus*, Oracle Oak - having a trunk diameter of at least six (6) inches or greater; or
2. Any tree species other than a native Oak having a trunk diameter of at least twelve (12) inches or greater on non-residential property; or
3. Any tree species other than a native Oak having a trunk diameter of at least twenty-four (24) inches or greater on residential property; or
4. Any tree planted as a requirement tree for site development, tree permit condition, landscape plan removal replacement, or other designated condition by the Public Works Director or Planning Director.
5. "Protected tree" does not include any trees for sale within the city sold by a nursery.

W. "Public premises" includes city-owned properties, including but not limited to properties in the right of way and owned or managed by the city.

X. "Public nuisance tree" means any tree or shrub that is maintained in violation of this chapter.

Y. "Public tree" means a tree or shrub whose trunk is planted in a street, planting easement, public premises, public sidewalk, median, traffic island or any other right of way owned or controlled by the city through an easement, license, fee title, or other permissive grant of use and maintained by the city.

Z. "Public Works Director" means the Director of the Department of Public Works of the city of Rancho Cordova, or his or her designee.

AA. "Replacement value" for purposes of this chapter, replacement value shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.

BB. "Street" includes the right-of-way width of any city-maintained street, avenue, boulevard, line, walk, road, parkway, alley, or other right-of-way for highway purposes, as determined by the Department of Public Works.

CC. "Topping" means a major trimming of a protected tree which reduces the overall canopy of the tree by more than fifty percent (50%). Topping shall be prohibited in the City, unless otherwise permitted by the Public Works Director.

DD. "Tree permit" means an authorization by the Public Works Director for the planting, major trimming, treatment, or removal of a protected tree.

EE. "Tree protection plan" shall be submitted for approval by the Public Works Director for protecting trees during any site development as requested by the Planning Director. A plan shall be prepared by a Certified Arborist stating the protection, steps required and approved work within the dripline or other designated protected areas near protected trees. The tree protection plan shall be included on all construction documents, specification documents, and explained to all contractors and subcontractors working on the subject project.

FF. "Tree purchase specifications" means the specifications that designate the acceptable branching and foliar crown, tree structure, and root system for any trees to be planted in the subject project for the landscape design submitted for approval with a development project or building permit.

GG. "Tree stump" means any portion of the base or trunk of a tree and its roots that remain after a tree is removed. For purposes of this chapter, a "tree stump" must have a diameter of at least six (6) inches or greater.

19.12.040 Protected Tree Permit Required.

No person shall trench, grade or fill within the drip line of any protected tree, or damage, kill or remove any protected tree, or perform a major trimming of any protected tree without an approved tree permit.

It shall be the responsibility of the owner or lessee/tenant of the property on which the protected tree is located and the person performing tree work to have the approved tree permit and/or a copy of the conditions of permit approval at the work site.

19.12.050 Application Procedure.

Any person needing a protected tree permit for one or more protected trees shall make application to the Public Works Director. Said application shall contain:

- A. A brief statement of the reasons for removal or major trimming, written by a Certified Arborist;
- B. Consent of the owner of record of the land on which the proposed activity is to occur;
- C. A tree inventory including: site sketch or site plan showing the accurate location, number of trees affected, species, trunk diameter, approximate height, and approximate dripline of the tree or trees to be removed;

- D. If the project involves other discretionary development, then this inventory must be part of the total development plan and must also describe any tree or trees which could be affected by the proposed development;
- E. If the application is for the removal of a protected tree, the applicant shall also submit a tree replacement plan pursuant to the standards set forth in section 19.12.120, or as may be amended;
- F. Any other pertinent information; and
- G. The application and statement from a Certified Arborist for a tree permit shall be reviewed by staff within twenty (20) business days of submittal.

19.12.060 Protected Tree Permit Provisions.

- A. A granted protected tree permit shall be valid for a period of six (6) months from the date of issuance. An extension of time may be granted not to exceed six (6) months.
- B. The Public Works Director may impose such reasonable conditions of approval as are necessary and appropriate to minimize the environmental, health or safety effects of the development or use.
- C. The protected tree permit or a copy of the conditions of approval shall be kept at the tree removal site at all times.
- D. The protected tree permit, or the conditions of approval, shall entitle the applicant to remove or trim only the protected tree or trees approved.
- E. If the tree or shrub is to be removed, grinding out the stump to a depth of four (4) inches below grade or the entire removal of the tree stump, shall be required.

19.12.070 Decision Criteria.

Prior to the issuance of a protected tree permit, the Public Works Director shall review the request. The determination in granting or denying a permit shall be based on the following criteria:

- A. The protected tree is found to be dead;
- B. The protected tree is found to be dying, and fifty percent (50%) or greater of the leaves and buds are dead;
- C. The protected tree is found to be attacked by an insect or disease that cannot be mitigated without removing the tree;
- D. The protected tree is found to be structurally unsound or presents a significant risk that cannot be reasonably mitigated without removing the tree;
- E. The number of trees on a property is overcrowded to where the individual canopies of the protected tree is overlapped or compromised, and the removal of the protected tree would not reduce the property's tree canopy cover;

- F. Whether or not the preservation of the tree would compromise the reasonable use of an owner's development of land;
- G. The number of healthy trees that a given parcel of land will support;
- H. The effect of tree removal on soil stability/erosion, particularly near watercourses or on steep slopes;
- I. The potential for the tree to be a public nuisance, or interfere with utility service, as well as its proximity to existing structures;
- J. The extent to which the tree interferes with efficient operation of a pre-existing solar energy system or the potential for the construction of a solar energy system;
- K. Whether or not there are any alternatives that would allow for the preservation of the tree;
- L. If the applicant is seeking to conduct a major trimming, the Public Works Director will consider the type of trimming and the effect the trimming or pruning will have on the overall health of the tree;
- M. The overall impact on the environment;
- N. The proposed tree replacement plan pursuant to the standards set forth in section 19.12.120, or as may be amended; and
- O. Any other information the Public Works Director finds pertinent to the decision. The protected tree shall be scheduled for a site inspection, if necessary, after receipt of the tree permit application and accompanying Certified Arborist Statement.

19.12.080 Emergency Conditions.

An emergency condition shall exist when a protected tree creates an imminent and serious threat to the health and safety of the community or nearby property. Emergency removals shall require an after-the-fact application for approval. A permit application shall be submitted within ten (10) business days following the date of tree removal and shall include a photograph of the condition requiring removal, and a letter from a Certified Arborist or report from a recognized emergency worker documenting the emergency condition.

19.12.090 Prohibited Actions Relating to Protected Trees.

No person shall, without an approved permit from the Public Works Director, do, or cause to be done by others, any of the following acts:

- A. Secure, fasten, or run any rope, wire, sign, unprotected electrical installation or other device or material to, around, or through a protected tree;
- B. Break, injure, deface, kill, or destroy a protected tree or allow any fire to burn where it will injure any protected tree;

- C. Allow any chemical, gas, smoke, salt brine, oil, pesticide, or other injurious substance to seep, drain, or be emptied upon, above, or below any protected tree;
- D. Excavate any ditch, tunnel, or trench, or fill within the dripline of any protected tree;
- E. Erect, alter, repair or raze any building or structure without placing suitable guards around all nearby protected trees which may be injured by such operations;
- F. Remove any guard or other device or materials intended for the protection of a protected tree or take away or obstruct any open space around the base of a protected tree designed to prevent soil compaction or physical damage; or
- G. Allow the topping of any protected tree.

19.12.100 Activity Allowed Near Protected Trees.

The following activities are permitted around or near protected trees without a protected tree permit:

- A. Paving for existing streets and/or driveways under the supervision of an arborist to guarantee appropriate measures are taken to ensure tree conservation;
- B. Parking or operation of motor vehicles within the protected zone on existing paved areas;
- C. Placement or storage of equipment or construction material within the protected zone on existing paved areas;
- D. Maintenance of under-canopy landscaping for non-native oak species;
- E. Maintenance activities approved by the city within improved parking lots;
- F. Pruning of broken branches damaged by weather or failure;
- G. Activity performed by a public utility necessary to comply with safety regulations or to repair or avoid the interruption of services, provided such activity is done under the supervision of a certified arborist.

19.12.110 Appeal of Denial of Protected Tree Permit.

- A. If a permit is denied, the Public Works Director shall provide written notification, including the reasons for denial, to the applicant.
- B. The applicant shall have fifteen (15) days from the time of the mailing of the aforesaid notice to file an appeal with the city concerning the denial of the tree permit by the Public Works Director. The City Manager, or his or her designee, shall appoint a hearing officer. The appeal hearing shall be conducted pursuant to RCMC 16.18.205(F)(8), or as may be amended.

19.12.120 Tree Replacement Plan.

A. When replacement for tree loss is required by this chapter or through the CEQA process, replacement of the tree shall be provided consistent with the standards set forth in this section. Applicants who are granted permits to remove protected trees shall be required to prepare and implement a tree replacement plan.

B. Replacement Standards.

1. A tree replacement plan for private protected trees located on lots that include single-unit or duplex dwellings must provide for the replacement of one tree for each protected tree removed.

2. Any other tree replacement plan must provide for the replacement of trees at a ratio of one-inch DSH of tree replaced for each inch DSH of tree removed (1:1 ratio) pursuant to section 12.19.120(D), or as may be amended.

3. If tree is removed without an approved permit, the City may impose in lieu fees and tree replacement based on the trees' replacement equivalent, as set forth in subsections C and D.

C. Replacement Options.

1. **On-Site or Off-Site Replacement.** A tree replacement plan that includes on-site or off-site replacement shall specify where the trees shall be planted and how the trees shall be monitored and maintained for a time period as determined by the Public Works Director. The Public Works Director may require security to ensure that the replacement trees survive for the minimum establishment period as provided in subsection F. If the Public Works Director determines that a tree cannot be planted on-site or other suitable off-site location within the city due to a reasonable site condition, the applicant shall pay an in lieu fee as described in subsection C (2) into the Rancho Cordova Tree Program Fund, as described in subsection G. The fee shall be calculated as the current Rancho Cordova tree or landscape maintenance contract price for purchasing, planting, and providing irrigation to an equivalent number of fifteen (15) gallon size tree containers, as calculated per subsection D.

2. **Payment of an In-Lieu Fee.** The applicant may pay a fee for the loss of the trees in an amount established by resolution of the City Council. The in lieu fee shall be calculated as the current Rancho Cordova tree or landscape maintenance contract price for purchasing, planting, and providing irrigation to an equivalent number of fifteen (15) gallon size tree containers, as calculated per subsection D. Such monies shall be deposited in the Tree Program Fund, as described in subsection G.

3. **Credit for Existing Trees Smaller than a Private Protected Tree.** An applicant may be entitled to replacement credit when the applicant preserves trees that are on the same lot from which the private protected trees were removed and that are smaller than the size requirements of private protected trees. To be entitled to the credit, the preserved trees must be viable long-term. The Director shall determine whether a tree is viable long-term, by considering the location of the trees, the quality of the environment in which the trees are located, potential impacts to the trees from any proposed development, and other factors that the director deems relevant. If approved the applicant shall receive credit at a rate of one-inch DSH per one-inch DSH of tree preserved with a two-inch minimum credit.

D. Replacement Equivalents.

1. The following equivalent sizes shall be used whenever new trees are planted pursuant to a tree replacement plan or other equivalency calculation made by the Director:

- a. A tree in a fifteen (15) gallon container or smaller = one-inch DSH;
- b. A tree in a twenty-four (24) inch box = two-inch DSH; or
- c. A tree in a thirty-six (36) box or larger = three-inch DSH.

E. Waiver Replacement Requirement. The Public Works Director, in his or her discretion, may waive the tree replacement requirements in this section, for the following reasons:

1. The tree removal is required to mitigate overcrowded, overlapping and compromised tree canopies, and the removal of the protected tree would not significantly reduce the property's tree canopy cover;

2. The condition of the tree with respect to disease, danger of falling, or interference with utility services, is such that the public health, safety, or welfare requires its removal. The tree shall be replaced with at least one tree unless replacement of the tree would be ineffective due to environmental conditions such as disease or contamination; or

3. The tree or its roots are causing, or threatening to cause, damage to any main structure on the property or on any adjacent property and there are no reasonable alternative means to mitigate the damage or threatened damage while minimizing the impact on the tree. Reasonable alternative means of mitigation include, but are not limited to, cutting tree roots, trimming the tree canopy, or installing a root barrier. Removing, relocating, or in any way altering any main structure on the property shall not be considered a reasonable alternative means of mitigation. The tree shall be replaced with at least one tree unless replacement of the tree would be ineffective due to environmental conditions such as disease or contamination.

F. Security.

1. Security may be required for any tree replacement plan that does not include payment of an in-lieu fee. The security shall guarantee the tree permittee's compliance with conditions of approval and city provisions regarding tree protection and preservation. Security may also be required at the discretion of the Public Works Director to ensure the completion of any additional work specified as a condition of permit approval or other approvals.

2. The security shall be in the amount of the estimated cost of the required work. The applicant shall include the cost estimate as part of the tree replacement plan. The terms and conditions of the security shall be reviewed and approved by the Public Works Director prior to approval of the tree replacement plan.

3. Security posted on actual work required shall be maintained for the time period determined by the Public Works Director.

G. Tree Program Fund.

A Tree Program Fund is established for the city of Rancho Cordova for the purposes specified in this section. The monies received in lieu of replacement of illegally removed trees shall be forwarded to the Finance Director for deposit in the Tree Program Fund. Except as provided in this section, under no circumstances shall the funds collected by the Finance Director for the tree preservation fund be directed to any other fund to be used for any other purposes other than for tree planting and preservation programs and public education programs regarding trees. Tree Program Fund monies may be directed by the City Council to nonprofit organizations for the implementation of programs consistent with the purposes of the Tree Program Fund.

19.12.130 Replanting Security.

Adequate security may be required for any project for which a permit or other approval is required pursuant to provisions of this chapter or the zoning code to ensure that the replanting will be performed in compliance with this chapter. The purpose of such security shall be to guarantee the applicant's compliance with conditions of approval and city ordinance provisions regarding tree protection and preservation. Security may also be required at the discretion of the Public Works Director, or his or her designee, to ensure to completion of any additional work specified as a condition of permit approval or other approvals. The security may be required in the following forms:

- A. The security shall be in the amount of one hundred (100) percent of the estimated cost of the required work; or
- B. The security may be in the form of a letter of credit, cash deposit, or a combination thereof; or
- C. The security may be required whenever it appears that substantial work is required including, but not limited to:
 - 1. Substantial grading is required;
 - 2. Significant violations of the RCMC exist;
- D. Security posted on actual work required shall be maintained until work is completed;
- E. Any interest gained on cash security posted shall accrue to the applicant and his or her designee.

19.12.140 Grading Beneath Protected Tree Drip Lines.

Grading beneath protected trees to be retained shall be given special attention. Every reasonable effort shall be made to avoid creating conditions adverse to the protected tree's health. The natural ground within the drip lines of protected trees shall remain as undisturbed as possible. Grading within the drip lines of protected trees will not be permitted unless specifically authorized by the Public Works Director.

- A. Major roots two (2) inches or greater in diameter encountered within the protected tree's drip line in the course of excavation from beneath protected trees which are to be retained shall not be cut and shall be kept moist and covered with earth as soon as possible. Roots one-inch

to two (2) inches in diameter which are severed shall be pruned and covered to keep moist or covered with earth as soon as possible.

B. Support roots that are inside the drip line of the protected tree shall be protected. The permittee is required to hand-dig in the vicinity of protected trees to prevent root cutting and mangling which may be caused by heavy equipment.

C. Cross-sections may be required where protected trees are located adjacent to roadways, new slopes or critical areas. In addition, a dimension from the face of a protected tree to some critical point or line may be required.

D. Any condition imposed by the City Council, Planning Commission, the Planning Director, or the Public Works Director relating to grading in the vicinity of protected trees is incorporated into and made a part of the improvement standards. The consulting engineer for the project shall verify in writing on a form to be provided by the Public Works Director that the grading has been completed as required by this section and any conditions imposed.

19.12.150 Development Control Measures.

The Public Works Director, the Planning Director, the Planning Commission or the City Council may mandate any or all of the following control measures to mitigate damage to protected trees caused by land development:

A. No grade cuts greater than one foot shall occur within the drip lines of protected trees, and no grade cuts whatsoever shall occur within five feet of their trunks;

B. No fill greater than one foot shall be placed within the drip lines of protected trees and no fill whatsoever shall be placed within five feet of their trunks;

C. No trenching whatsoever shall be allowed within the drip lines of protected trees. If it is absolutely necessary to install underground utilities within the drip lines of a protected tree, the trench shall be either bored or drilled;

D. No irrigation system shall be installed within the drip lines of Native oak tree(s) which may be detrimental to the preservation of the native oak tree(s) unless specifically authorized by the Public Works Director, or his or her designee;

E. Landscaping beneath protected trees may include nonplant materials such as boulders, cobbles, wood chips, etc. Plants shall not be planted closer than six (6) feet from the trunk of a Native Oak. Only plant species that shall be planted within the dripline of Native Oak trees are those which listed as low and very low water use plants in the most current Water Use Classification of Landscape Species (WUCOLS) published by the University of California (<http://ucanr.edu/sites/WUCOLS>);

F. Paving within the drip lines of protected trees should be stringently minimized. When it is absolutely necessary, porous material should be used.

19.12.160 Tree Protection Plan.

Any development or building permit project that encroaches upon the existing dripline of a protected tree shall require a Tree Protection Plan submitted with the project application. The

tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans.

19.12.170 Protected Tree Reports for Tentative Tract Maps.

No application for a tentative tract map approval for a subdivision where a protected tree is located shall be considered complete unless it includes a report, in a form acceptable to the Public Works Director, which pertains to preservation of the tree(s) and evaluates the subdivider's proposals for the preservation, removal, replacement, or relocation of any protected tree(s) on the property. The report shall be prepared by a certified arborist and shall include all protected trees identified pursuant to this chapter. If the subdivider proposes any grading, land movement, or other activity within the drip line of a protected tree referred to in the report, or proposes to relocate or remove any protected tree, the report shall also evaluate any replacement measures proposed by the subdivider and their anticipated effectiveness in preserving the protected tree.

19.12.180 Protected Tree Reports for Parcel Maps.

No application for a preliminary parcel map approval for a parcel where a protected tree is located shall be considered complete unless it includes a report pertaining to preserving the tree. The report shall be prepared by a certified arborist and shall evaluate the subdivider's proposals for protected tree preservation, removal, replacement and/or relocation. In the event the subdivider proposes any grading, land movement, or other activity within the drip line of a protected tree referred to in the report, or proposes to relocate or remove any protected tree, the report shall also evaluate any replacement measures proposed by the subdivider and their anticipated effectiveness in preserving the protected tree.

19.12.190 Stop Work Order.

Whenever the Public Works Director, the Planning Director, the Planning Commission or the City Council determines that any permit, or variance or any action being taken thereunder, or any action under it without a permit, is in conflict with this chapter or with the standards established by the city or any department thereof, or ordinance, regulation, or policy, the Public Works Director shall issue a stop work order which shall prohibit any action thereunder. Such stop work order shall set forth the alleged violations and may list remedies to be taken to correct the violations. The person receiving such a stop work order shall report in writing to the officer, person or body issuing the order within 48 hours regarding the next steps to be taken to correct the violations. Such stop work order may be extended to provide an opportunity for a hearing being extended to the affected party. During the period of such extension, Public Works Director, shall review the matter as herein provided. A stop work order issued pursuant to this section may be withdrawn by the Public Works Director upon a finding that the circumstances giving rise to the order no longer exist.

19.12.200 Fees.

Fees for the issuance of a protected tree permit shall be set by City Council resolution, as amended from time to time.

19.12.210 Exemption of City from Solar Shade Control Act.

The city of Rancho Cordova shall be exempt from the provisions of the Solar Shade Control Act pursuant to California Public Resource Code section 25985(a), or as amended.

19.12.220 Tree Stumps Prohibited.

Any tree stump that is visible from the public right of way is hereby declared a public nuisance and maintenance of a tree stump is prohibited. Any tree stump shall be ground down to a depth of four (4) inches below grade or the entire tree stump shall be removed one year from the date of adoption of this ordinance and thereafter.

19.12.230 Public Nuisances.

Any violation of the provisions of this chapter is unlawful and a public nuisance, and the fully constituted authorities of the city shall immediately commence an action proceeding for the abatement and enjoinder thereof and shall take other steps in the manner provided by law. The city may pursue any and all legal and equitable remedies related to the enforcement of the provisions of this chapter, including criminal, civil, and administrative remedies and penalties pursuant to RCMC 1.01.190.

19.12.240 Violations.

A. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued, or permitted by any such person, and he or she shall be punished accordingly. A violation of this chapter is a misdemeanor and is punishable by imprisonment in the county jail for a period up to six months or by a fine of up to one thousand dollars (\$1,000.00) or both.

B. In addition to a fine, any violation of this chapter shall also require replacement measures pursuant to sections 19.12.120 to off-set the violation(s), which shall be determined by the Public Works Director.

19.12.250 Enforcement.

The Department of Public Works, or its designee, is charged with the responsibility of enforcing the provisions of this chapter. The remedies provided for herein shall be cumulative and not exclusive. The Public Works Director, or his or her designee, may upon the presentation of his credentials go upon any premises at any reasonable time for the investigation and inspection of any tree which is suspected to be in violation of this chapter, after having given the owner or occupant thereof at least five(5) days' prior notice of the date of inspection or sooner if the owner or occupant consents to said inspection.

19.12.260 Appeals and Abatement Procedures.

The following procedures shall be followed when abating or correcting a condition relative to a public nuisance tree or a violation of this chapter:

A. The owner or occupant of property on which the tree is located shall be notified in writing by certified mail that the tree and tree stump shall be removed, pruned, treated or otherwise abated or that a violation of this chapter occurred and the corrective action necessary;

B. The owner or occupant of property on which the tree is or was located shall have the right to appeal the determination of the Public Works Director;

C. The owner or occupant of such premises shall have fifteen (15) days from the time of the mailing of the aforesaid notice to either comply with the terms of the notice of abatement or corrective action or to file an appeal with the city concerning the contemplated action of the Public Works Director. The City Manager, or his or her designee, shall appoint a hearing officer. The appeal hearing shall be conducted pursuant to RCMC 16.18.205(F)(8), or as may be amended;

D. If the owner or occupant of such premises or his agent refuses or neglects to comply with the notice or to appeal the order of the Public Works Director within the time specified, the Public Works Director shall cause the tree to be treated, pruned, removed or otherwise abated or the Public Works Director shall take the corrective action necessary;

E. The Public Works Director shall keep an account of the cost of abatement and shall recover delinquent fees, penalties, charges and costs by lien or special assessment pursuant to RCMC 1.01.200.

19.12.270 Interference with Authorized Personnel.

It is unlawful for any person to prevent, delay or interfere with any work being done under the provisions of this chapter whether the work is done by an employee of the city or a person or firm performing work for the city pursuant to contract, hire or assignment.”

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. 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 5. 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:

Stacy Leitner, City Clerk

2819161.12

RANCHO CORDOVA TREE PRESERVATION ORDINANCE

November 6, 2017

Goals

- Review current Tree Preservation Code
- Summarize proposed Tree Preservation Code
- Provide staff recommendation
- Obtain Council Input

Background and Work to Date

- City Adopted County Code on incorporation
 - Chapter 19, Trees
- Reviewed comparable codes including City of Sacramento, Davis, County of Sacramento, etc.
- Consulted with City Attorney's Office
- Community outreach
- Council workshop April 25, 2017

Review Current Code

Chapter 19 Introduction

- Three key sections:
 - 19.04 Regulations (Protection of public trees)
 - 19.08 Dutch Elm disease control
 - 19.12 Tree Preservation and Protection (Private Trees)

What does Chapter 19 protect?

- Public trees: All trees in City right-of-way, City grounds, and planting easements.
- Residential/Commercial Trees: Four varieties of native oaks with greater than 6-inch diameter trunk: valley oak, interior live oak, blue oak, and oracle oak. (Residential lots less than 10,000 sq.ft. are exempt)
- Trees planted as part of a discretionary permit.
- Landmark and heritage trees.

Chapter 19 Exemptions

(If no discretionary permit)

- Residential single family and duplexes on lots smaller than 10,000 square feet
 - Residential is generally exempt
- Trees other than native oaks
 - Can be a challenge on commercial sites

When may protected tree be removed?

- Permit may be issued based on:
 - Tree condition
 - Age
 - Risk to life or adjacent structures

Current Code

- Low regulation
- Commercial tree removals
- Tree topping
- Stumps
- Limited repercussions for violations

Comparison of Ordinances

A permit is required to:

Location	City of Rancho Cordova / County of Sacramento	City of Sacramento	Davis
Public Trees	Remove or trim all trees regardless of size	Remove or trim all trees regardless of size	Remove or trim all trees regardless of size
SFR and Duplex	Remove native oaks greater than <u>6-inches</u> (lots greater than 10,000 sq.ft.)	Remove certain native trees over <u>12-inches</u> diameter and other trees larger than <u>32-inches</u>	Remove trees over <u>5-inches</u> diameter with building permit. Street trees, heritage and Landmark
Commercial/M FR/etc.	Remove native oaks greater than <u>6-inches</u>	Remove certain native trees over <u>12-inches</u> diameter and trees larger than <u>24-inches</u>	Remove 68 varieties of trees over <u>5-inches</u> diameter

Note: permit required to remove any tree planted with discretionary permit

Staff Investigation – Non-Residential

- Visual observation City wide
- Selected representative locations
 - White Rock, Sunrise, Folsom, City Hall
- Measured 286 trees
 - 1% larger than 32-inches diameter
 - 15% larger than 24-inches diameter
 - 73% larger than 12-inches diameter
 - 92% larger than 6-inches diameter

Other Considerations

- Stumps
- Topped trees
- Violations of ordinance
- Outreach and education

Staff Recommendation

- Eliminate the residential lot exemption
- Continue to protect native oaks over 6-inches
- Non-residential
 - Protect non-res. trees over 12-inches diameter
- Residential
 - Protect residential trees over 24-inches diameter
- Require stumps to be removed within one year
- Prohibit topping of protected trees
- Violations: Require inch per inch replacement or payment in-lieu
- Direct staff to return with updated ordinance incorporating Council comments

MEMORANDUM

DATE: November 6, 2017

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: 2018 CITY COUNCIL MEETING SCHEDULE.



RECOMMENDATION

Adopt Resolution No. 137-2017.

RESULT OF RECOMMENDED ACTION

Confirm the 2018 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

As part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for the following year. Attached to Resolution No. 137-2017 is the proposed City Council Meeting dates for 2018.

The attached calendar is created in Outlook and automatically is added to personal calendars of all City Council Member and staff who have requested it. The City Clerk's department constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

This calendar is constantly updated and the current calendar can be found in Outlook:

- ▶ Folder List (Ctrl + 6)
 - ▶ Public Folders
 - ▶ All Public Folders
 - ▶ City Hall Events

ATTACHMENTS

1. Resolution No. 137-2017.
2. Exhibit A: Proposed 2018 City Council Meeting Schedule.
3. 2018 Outlook City Hall Events Calendar.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CONFIRMING THE 2018 CITY COUNCIL MEETING SCHEDULE**

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 PM on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, In order to ensure maximum attendance of Council Members and the community in our legislative process we are setting our meeting schedule in November for the following year.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA sets its 2018 City Council meeting schedule as outlined in the attached **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

EXHIBIT A

Proposed 2018 Rancho Cordova City Council Meeting Schedule

JANUARY 2018	
Tuesday, January 2	CANCEL REGULAR MEETING (Tuesday due to Holiday)
Tuesday, January 16	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 30	5:30 PM Special Meeting/Work Session
FEBRUARY 2018	
Monday, February 5	4:00 PM Special Meeting 5:30 PM Regular Meeting
Tuesday, February 20	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 27	5:30 PM Special Meeting/Work Session (Budget)
MARCH 2018	
Monday, March 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 19	5:30 PM Regular Meeting
Tuesday, March 27	5:30 PM Special Meeting/Work Session
APRIL 2018	
Monday, April 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 16	CANCEL – CAP-TO-CAP CONFLICT
Tuesday, April 24	5:30 PM Special Meeting/Work Session
MAY 2018	
Monday, May 7	4:00 PM Special Meeting 5:30 PM Regular Meeting
Tuesday, May 15	5:30 PM Special Meeting/Work Session (Budget Adjustments)
Monday, May 21	5:30 PM Regular
Tuesday, May 29	5:30 PM Special Meeting/Work Session - ONLY IF NEEDED
JUNE 2018	
Monday, June 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 18	5:30 PM Regular Meeting David not available
Tuesday, June 26	5:30 PM Special Meeting/Work Session
JULY 2018	
Monday, July 2	4:00 PM Special Meeting 5:30 PM Regular Meeting
Monday, July 16	CANCEL REGULAR MEETING
Tuesday, July 31	CANCEL REGULAR MEETING

EXHIBIT A

AUGUST 2018	
Monday, August 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 14	5:30 PM Special Meeting/Work Session
Tuesday, August 20	5:30 PM Regular Meeting
Tuesday, August 28	CANCEL WORK SESSION
SEPTEMBER 2018	
Tuesday, September 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 11	5:30 PM Special Meeting/Work Session
Tuesday, September 17	5:30 PM Regular Meeting
Tuesday, September 25	CANCEL WORK SESSION
OCTOBER 2018	
Monday, October 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 9	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 15	5:30 PM Regular Meeting
Tuesday, October 23	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
Tuesday, October 30	CANCEL WORK SESSION
NOVEMBER 2018	
Monday, November 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 19	5:30 PM Regular Meeting
Tuesday, November 27	5:30 PM Special Meeting/Work Session
DECEMBER 2018	
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	5:30 PM Regular Meeting

January 2018

January 2018							February 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 18 New Year's Day Holiday - City Hall Closed	2	3	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	5 Pay Day	6
7	8 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	9	10 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	11 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	12 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council Chambers)	13
14	15 Martin Luther King Holiday - City Hall Closed	16 10:00am Sacramento-Yolo Mosquito & Vector Control District Board 5:30pm City Council Regular Meeting	17 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	18 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	19 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	20
21	22 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	23	24 US Conference of Mayors (Washington DC) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	25 CCC - Artist Reception (City Hall) 9:30am Sacramento 3:00pm Sacramento 6:00pm FCUSD Board	26 Timesheets Due	27
28	29	30 5:30pm City Council Special Meeting/Work Session	31 LOCCA City Manager's Dep	Feb 1	2	3

February 2018

February 2018							March 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	4	5	6	7	1	2	3
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 28	29	30	31	Feb 1 LOCCA City Manager's Dept Meeting (Newport Beach) 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	2 Pay Day	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors)	9 Timesheets Due Winter Olympics Opening Ceremonies 8:30am Capital Southeast Connector JPA (City Council	10
11	12 Lincoln's Birthday 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	13	14 Valentine's Day 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	17
18	19 President's Day - City Hall Closed	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board 5:30pm City Council Regular Meeting	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	22 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	23 Timesheets Due	24
25 Winter Olympics Closing Ceremonies	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	Mar 1	2	3

March 2018

March 2018							April 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	Mar 1 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	2 Pay Day	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors)	9 SXSW Conference- Government Track (Austin, TX) Timesheets Due 8:30am Capital Southeast Connector 6:00pm 19th Annual Community Volunteer	10
11 SXSW Conference- Government Track (Austin, TX) NLC Congressional City Conference (Washington DC) State Humane Society Conference (Long Beach)	12 5:30pm Sacramento Regional Transit (RT) Board Meeting	13	14 9:00am Sacramento 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	17 St Patrick's Day
18	19 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council)	22 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	23 Timesheets Due	24
25 CALBO ABM Conference (Burlingame, CA)	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	29 LOCC Public Works Officers Institute & Expo (Monterey, CA)	30 Good Friday Pay Day	31

April 2018

April 2018							May 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 1 Easter Sunday	2 4:00pm City Council Special Meeting and Regular Meeting (5:30)	3 Alliance for Innovation TIG Conference (Tacoma, WA) LOCC Planning Commissioners Academy (Monterey, CA)	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	5 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	6 Timesheets Due	7
8	9 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10	11 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	12 CCC - Artist Reception (City Hall) 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	13 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	14 Metro Chamber Cap to Ca
15 Metro Chamber Cap to Cap (Washington, DC)	16	17 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	18 LOCC Legislative Action 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	19 8:00am Rancho Cordova 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	20 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	24 5:30pm City Council Special Meeting/Work Session	25 8:00am Administrative Professionals Day 9:30am Sacramento Regional Sanitation District/Sacramento	26 CA Municipal Treasurers Association (CMTA) (Oakland, CA) 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	27 Pay Day	28 8:30am CCC - Kids Day in the Park
29	30	May 1	2	3	4	5

May 2018

May 2018							June 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 29	30	May 1	2	3	4	5
			LOCC City Attorney Spring Conference (San Diego)			Cinco de Mayo
				6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	Cordova Community Classic Golf Tournament
6	7	8	9	10	11	12
	SVABO Minstitute (Citrus Heights)				Pay Day	iFest
	4:00pm City Council Special Meeting and Regular Meeting (5:30)		9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation	1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	8:30am Capital Southeast Connector JPA (City Council Chambers)	
13	14	15	16	17	18	19
	5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10:00am Sacramento-Yolo Mosquito & Vector 5:30pm City Council Special Meeting/Work	6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	
20	21	22	23	24	25	26
International Council of Shopping Centers (ISSC)				9:30am Sacramento Metropolitan Air	Pay Day	
International Institute of Municipal Clerks (IIMC) (Norfolk, VA)				3:00pm Sacramento Public Library		
	5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy		9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	6:00pm FCUSD Board Meeting (1965		
27	28	29	30	31	Jun 1	2
	Memorial Day Holiday - City Hall Closed Memorial Day Ceremony 5:30pm Sacramento Regional Transit (RT)	5:30pm City Council Special Meeting/Work Session -if needed				

June 2018

June 2018							July 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	1	2	3	4	5	6	7
10	11	12	13	14	8	9	8	9	10	11	12	13	14
17	18	19	20	21	15	16	15	16	17	18	19	20	21
24	25	26	27	28	22	23	22	23	24	25	26	27	28
					29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 27	28	29	30	31	Jun 1 Timesheets Due 7:30pm Friday Moonlight Movies (Village Green Park)	2
3	4 4:00pm City Council Special Meeting and Regular Meeting (5:30)	5	6	7 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	8 US Conference of Mayors (Boston, MA) Pay Day 8:30am Capital Southeast Connector 7:30pm Friday Moonlight Movies	9
10 US Conference of Mayors (Boston, MA)	11 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	12	13 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	14 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	15 Timesheets Due 11:30am Rancho Cordova Luncheon (American River 7:30pm Friday Moonlight Movies	16
17	18 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	19 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	20 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	21 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	22 National Civic League Meeting (Denver, CO) Pay Day 7:30pm Friday Moonlight Movies (Village Green Park)	23
24	25 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	26 5:30pm City Council Special Meeting/Work Session	27 LOCC Mayors & Council Members Executive Forum (M 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H	28 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	29 Mayors & Council Members Advanced Leadership Workshop Timesheets Due 7:30pm Friday Moonlight Movies	30

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July 2018

July 2018							August 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14		5	6	7	8	9	10
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 1 City of Rancho Cordova Anniversary (Incorporated 2003)	2 4:00pm City Council Special Meeting and Regular Meeting (5:30)	3 Rancho Cordova 4th of July Celebration	4 Independence Day Holiday - City Hall Closed	5 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	6 Pay Day	7
8	9 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	10	11 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	12 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	13 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council Chambers)	14
15	16	17 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	18 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	19 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	20 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	24	25 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	26 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	27 Timesheets Due	28
29	30	31	Aug 1	2	3	4

August 2018

August 2018							September 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 29	30	31	Aug 1 CCC - Artist Reception (City Hall)	2 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	3 Pay Day 7:00pm Summer Concert Series (Village Green Park)	4
5	6 4:00pm City Council Special Meeting and Regular Meeting (5:30)	7	8 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	9 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	10 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council 7:00pm Summer Concert Series	11
12	13 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	14 5:30pm City Council Special Meeting/Work Session	15 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	16 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	17 Pay Day 11:30am Rancho Cordova Luncheon (American River 7:00pm Summer Concert Series	18
19	20 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	21 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	22 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	23 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	24 Timesheets Due 7:00pm Summer Concert Series (Village Green Park)	25
26	27 APWA Public Works Expo (J=Kansas City, Missouri) 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222),	28	29	30	31 Pay Day 7:00pm Summer Concert Series (Village Green Park)	Sep 1

September 2018

September 2018							October 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3 Labor Day Holiday - City Hall Closed	4 4:00pm City Council Special Meeting and Regular Meeting (5:30 pm)	5	6 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	7 Timesheets Due	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	11 5:30pm City Council Special Meeting/Work Session	12 9:00am Sacramento Central Groundwater 9:30am Sacramento	13 1:30pm Sacramento Transportation Authority (STA) Board	14 Pay Day 8:30am Capital Southeast Connector	15
16	17 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	18 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	19 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	20 8:00am Rancho Cordova Chamber of 9:00am Sacramento 6:00pm FCUSD - School	21 Timesheets Due 11:30am Rancho Cordova Luncheon (American River	22
23	24	25	26	27	28	29
ICMA Annual Conference (Baltimore, Maryland)				9:30am Sacramento Metropolitan Air 3:00pm Sacramento 6:00pm FCUSD Board	Pay Day	
30	Oct 1	2	3	4	5	6

October 2018

October 2018							November 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1 4:00pm City Council Special Meeting and Regular Meeting (5:30)	2	3	4 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	5 Timesheets Due	6
7	8 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	9 5:30pm Special Meeting/Closed Session for City Manager Evaluation	10 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	11 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	12 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	13 RCAA Sports Hall of Fame (City Hall)
14	15 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	16 Bosses Day 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	17 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	18 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	19 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	20
21	22 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	23 5:30pm Special Meeting/Closed Session for City Manager Evaluation - if needed	24 CCC - Artist Reception (City Hall) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	25 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board Meeting (1965	26 Pay Day	27
28	29	30	31 Halloween	Nov 1	2	3

November 2018

November 2018							December 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 28	29	30	31	Nov 1 5:30pm State of the City (City Hall) 6:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	2 Timesheets Due	3
4	5 4:00pm City Council Special Meeting and Regular Meeting (5:30)	6 Election Day	7	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors	9 Pay Day 8:30am Capital Southeast Connector JPA (City Council Chambers)	10
11 Veterans Day Veterans Day Ceremony	12 Veterans day Observed - City Hall Closed 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	13	14 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation District/Sacramento	15 8:00am Rancho Cordova Chamber of 9:00am Sacramento Area Council of 6:00pm FCUSD - School District Board	16 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	17
18	19 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	21 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	22 Thanksgiving Day Holiday 9:30am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	23 Pay Day	24
25 Christmas Tree Lighting (Village Green Park)	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Library (Room 222), 1400 29th Street,	27 5:30pm City Council Special Meeting/Work Session	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450,	29	30 Timesheets Due	Dec 1

December 2018

December 2018							January 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 25	26	27	28	29	30	Dec 1
2	3 4:00pm City Council Special Meeting and Regular Meeting (5:30)	4	5 Place holder LOCC City Clerk's Dept New Law Place Holder LOCC Municipal Finance Institute	6 6:00pm FCUSD - School District Board	7 Pay Day Pearl Harbor Remembrance Day	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	11 5:30pm City Council Special Meeting/Work Session	12 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	13 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	14 Timesheets Due 8:30am Capital Southeast Connector JPA (City Council	15
16	17 5:30pm City Council Regular Meeting (5:30) - Mindy Cuppy	18 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	19 6:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B.	20 8:00am Rancho Cordova Chamber of 9:00am Sacramento 6:00pm FCUSD - School	21 Pay Day 11:30am Rancho Cordova Luncheon (American River	22
23	24 Christmas Eve Holiday - City Hall Closed 5:30pm Sacramento Regional Transit (RT)	25 Christmas Day Holiday - City Hall Closed	26 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	27 9:30am Sacramento Metropolitan Air 3:00pm Sacramento 6:00pm FCUSD Board	28 Timesheets Due	29
30	31 New Year's Eve	Jan 1, 19	2	3	4	5