

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 17, 2022

4:00 PM Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/86962674200?pwd=dXJlbHNOaGNhSnkrQVJHa0FpWTJIZz09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 869 6267 4200

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit written comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Monday, October 17, 2022. Written comments received no later than 3:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 3:00 p.m. will be distributed to the Council.

Listening to a Zoom Meeting by Zoom Video Conference

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

Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, October 17, 2022, before 3:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, David Sander, and Mayor Donald 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. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, David Sander, and Donald Terry

5. CLOSED SESSION

Council will meet in closed session to discuss the following item:

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURN TO REGULAR MEETING

Mayor Terry will adjourn closed session to the Regular meeting.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, David Sander, and Mayor

Donald Terry

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

10. PLEDGE OF ALLEGIANCE

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

11. INVOCATION

Julie Steinbach with the United Methodist Church will give the invocation.

12. PRESENTATIONS

- 12.1. Proclamation in Support of Manufacturing Awareness and Appreciation Month.
- 12.2. Recognition of Sacramento County Supervisor Don Nottoli on his Retirement.
- 12.3. Celebration of Council Member Garrett Gatewood's Birthday on October 23, 2022.

CELEBRATORY BREAK

13. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

If you want to make a public comment via teleconference, please use the "raise hand" feature at the bottom center of the screen. If you are participating by telephone and you want to make a public comment, please press *9 to raise your hand. For those participating by Zoom or telephone, please wait to be called upon by the City Clerk.

For items on the agenda, speakers will be called 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.

14. COUNCIL REPORTS

15. CITY MANAGER'S REPORT

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 3, 2022.
Recommendation: Adopt the Minutes.
- 16.2. **Subject:** Second Reading of an Ordinance Amending Title 2 Administration and Personnel, Chapter 2.34 Redevelopment Agency; Title 4 Business Regulation, Chapter 4.10 Special Business Licenses and Employee Permits; Title 6 Health and Sanitation, Chapter 6.28 Wells

and Pumps & Chapter 6.90 Cannabis Cultivation; Title 10 Vehicles and Traffic, Chapter 10.64 Trip Reduction Programs; Title 14 Agricultural Activities, Chapter 14.05 Agricultural Activities; Title 16 Buildings and Construction, Chapter 16.95 Storm Drainage Impact Fee Program; Title 21 Plans, Chapter 21.12 Procedures for Adoption or Amendment of Plans; Title 22 Land Development, Chapter 22.160 Capital Improvement Program; and Title 23 Zoning Code, Chapter 23.104 Approval Authority, Chapter 23.119 Unified Sign Program, Chapter 23.158 Development Agreements, Chapter 23.501 Introduction to Form-Based Provisions, & Chapter 23.743 Signs.

Recommendation: Waive the second reading and adopt the Ordinance.

- 16.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from October 17, 2022 to November 16, 2022.

Recommendation: Adopt the Resolution.

- 16.4. **Subject:** A Resolution Authorizing the Use of Military Equipment for Law Enforcement.

Recommendation: Adopt the Resolution commencing the City of Rancho Cordova's process as it pertains to AB 481 - Military Equipment for Law Enforcement.

- 16.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2020-220-1 with Dokken Engineering to Increase the Contract Amount from \$450,000 to an Amount not to Exceed \$800,000 and Extend the Contract Term from December 31, 2023, to December 31, 2024, for On-Call Stormwater Support Services.

Recommendation: Adopt the Resolution.

- 16.6. **Subject:** A Resolution Authorizing a Contract Amendment with PlaceWorks for Environmental Services for the Environmental Impact Review of the Mills Crossing Project.

Recommendation: Adopt the Resolution.

- 16.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-219 with 50 Corridor Transportation Management Association in an Amount not to Exceed \$158,000 for Transportation Demand Management Services for Encouragement and Education of Sustainable Transportation within the City.

Recommendation: Adopt the Resolution.

- 16.8. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-120 with Central Valley Engineering & Asphalt, Inc. in an Amount not to Exceed \$799,469 for On-Call Concrete Maintenance Services.

Recommendation: Adopt the Resolution.

- 16.9. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, State of California, Authorizing the City Manager to Execute Contract No. 2022-212 with Rebuilding Together Sacramento in an Amount not to Exceed \$300,000 for Funding the Rebuilding Together Sacramento Critical Repair Program.

Recommendation: Adopt the Resolution.

- 16.10. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-225 with

Sacramento Municipal Utility District (SMUD) in an Amount not to Exceed \$250,000 to pay for Rancho Cordova Commercial Utility Arrearage Payments.

Recommendation: Adopt the Resolution.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 17.1. **Subject:** Ordinances Repealing and Replacing Various Chapters of Title 16 "Buildings and Construction", by Adopting by Reference State Building Codes and Making Local Amendments to Portions Thereof, and Adopting Other Related Codes and A Resolution Determining the Need for Local Modifications to the California Building Standards Code.

Recommendation: Adopt the Resolution, waive the first reading and introduce the Ordinances.

- 17.2. **Subject:** An Ordinance of the City of Rancho Cordova Amending Section 5.50 of the City of Rancho Cordova Municipal Code Relating to the Sacramento Metropolitan Cable Television Commission

Recommendation: Waive first reading and introduce the Ordinance.

18. PUBLIC HEARING ITEMS

None.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** Smart City Rancho Cordova Presentation.

Recommendation: Receive presentation from Madaffer Enterprises on the development of a Smart City roadmap for Rancho Cordova.

- 19.2. **Subject:** Veterans Affordable Housing Development Project Selection at the Former Mather Air Force Base.

Recommendation: Adopt the resolution.

- 19.3. **Subject:** Fiscal Year 2021-22 Preliminary Year-End Financial Report and a Resolution Authorizing Budget Amendment.

Recommendation: Receive the Fiscal Year 2021-22 Preliminary Year-End Financial Report and Adopt the Proposed Budget Amendment Resolution.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

21. ADJOURN TO CLOSED SESSION

The Mayor will adjourn the meeting to closed session.

22. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, David Sander, and Mayor Donald Terry

23. CLOSED SESSION

Council will meet in closed session to discuss the following item:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code

Section 54956.8: Property: Mather Field Rd, Assessor's Parcel Number (APN): 077-0050-058-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10503 Armstrong Ave, Assessor's Parcel Number (APN): 067-0990-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Mather Blvd Assessor's Parcel Number: 067-0010-039-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10566 Peter A Mccuen, Assessor's Parcel Number (APN): 067-1040-006-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3615 Bleckely St, Assessor's Parcel Number (APN): 067-1040-001-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3607 Bleckely St, Assessor's Parcel Number (APN): 067-1040-002-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3611 Bleckely St, Assessor's Parcel Number (APN): 067-1040-007-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10621 Schirra Ave, Assessor's Parcel Number (APN): 067-1040-008-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-093-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Femoyer Ave, Assessor's Parcel Number (APN): 067-1040-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number: 067-0010-113-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-094-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Under Discussion: Price and terms of payment.

24. OPEN SESSION - REPORT FROM CLOSED SESSION

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

25. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. 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.

UPCOMING MEETINGS

November 7, 2022	4:00 PM Special Meeting/Regular Meeting
November 21, 2022	5:30 PM Regular Meeting
November 29, 2022	5:30 PM Special Meeting/Work Session
December 5, 2022	4:00 PM Special Meeting/Regular Meeting
December 13, 2022	5:30 PM Special Meeting/Work Session
December 19, 2022	5:30 PM Regular Meeting

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 17, 2022 Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 13, 2022 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 October 13, 2022 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 16.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 3, 2022

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

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 5:35 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati (Arrived at 6:02 p.m.), David Sander, and Mayor Donald Terry

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Jennifer Laret led the pledge.

4. INVOCATION

Jennifer Laret with The Church of Jesus Christ of Latter-day Saints gave the invocation.

5. PRESENTATIONS

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 3, 2022

5.1. City Manager Announcement.

6. PUBLIC COMMENT

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

1. James Garcia
2. Helen Whelan Bashaw
3. Rene Baez
4. Sara Malone

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

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

ACTION: Motion to approve item 9.1 through 9.9 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 19, 2022 and the Special Meeting of September 27, 2022.

Recommendation: Adopt the Minutes.

- 9.2. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from October 3, 2022 to November 2, 2022.

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** Biennial Review of the Updated Conflict of Interest Code for the City of Rancho Cordova Designated Employees.

Recommendation: Receive and file the Updated Conflict of Interest Code for the City of Rancho Cordova Designated Employees.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-199 with Bear Construction Inc. in an Amount not to Exceed \$673,058 for the Countryside Sidewalk Improvement Project.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-337-1 with R.E.Y. Engineers, Inc. to increase the contract Amount from \$616,948, to an Amount not to Exceed \$707,182 for the Countryside Neighborhood Street Rehabilitation Project.

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 3, 2022

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-38-2 with R.E.Y. Engineers, Inc. to Increase the Contract Amount from \$483,920 to an Amount not to Exceed \$512,920 and Extend the Contract to June 30, 2023 for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-218 with The Rancho Cordova Area Chamber of Commerce in an Amount not to Exceed \$665,000 for Business Retention Services.

Recommendation: Adopt the Resolution.

- 9.8. **Subject:** A Resolution Approving the Final Map of Rio Del Oro East Large Lot Map, Subdivision No. FM-2020-003-01, and Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2022-205 with Aerojet Rocketdyne, Inc.

Recommendation: Adopt the Resolution.

- 9.9. **Subject:** A Resolution Declaring the Results of a Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for the Stone Creek Village Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for the Stone Creek Village project.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Terry stated that item 10.2 would be pulled for separate discussion.

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

ACTION: Motion to approve item 10.1 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 10.1. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Authorizing the Application and Adopting the PLHA plan for the Permanent Local Housing Allocation Program.

Recommendation: Adopt the Resolution.

- 10.2. **Subject:** An Ordinance Amending Title 2 Administration and Personnel, Chapter 2.34 Redevelopment Agency; Title 4 Business Regulation, Chapter 4.10 Special Business Licenses and Employee Permits; Title 6 Health and Sanitation, Chapter 6.28 Wells and Pumps & Chapter 6.90 Cannabis Cultivation; Title 10 Vehicles and Traffic, Chapter 10.64 Trip Reduction Programs; Title 14 Agricultural Activities, Chapter 14.05 Agricultural Activities; Title 16 Buildings and Construction, Chapter 16.95 Storm Drainage Impact Fee Program; Title 21 Plans, Chapter 21.12 Procedures for Adoption or Amendment of Plans; Title 22 Land Development, Chapter 22.160 Capital Improvement Program; and Title 23 Zoning Code, Chapter 23.104 Approval Authority, Chapter 23.119 Unified Sign Program, Chapter 23.158 Development Agreements, Chapter 23.501 Introduction to Form-Based Provisions, & Chapter 23.743 Signs.

Recommendation: Waive the first reading and introduce the Ordinance.

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 3, 2022

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

1. James Garcia
2. David Militzer
3. Lisa Phenix
4. Mark Berry
5. Sara Malone

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 10.2 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving a 5% Performance Incentive Payment for Cyrus Abhar for Service as City Manager.

Recommendation: Receive report and adopt the Resolution.

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

1. Brenda Gustin

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 12.1 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURN TO CLOSED SESSION

Mayor Terry adjourned the meeting to closed session at 7:09 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Terry called closed session to order at 7:09 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren

16. CLOSED SESSION

Council met in closed session to discuss the following item:

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 3, 2022

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren stated that no reportable action was taken in closed session.

18. ADJOURNMENT

Mayor Terry adjourned the meeting in memory of Frances Bian and Mahsa Amini at 9:33 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.2.

DATE: October 17, 2022

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Planning Manager

SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.34 REDEVELOPMENT AGENCY; TITLE 4 BUSINESS REGULATION, CHAPTER 4.10 SPECIAL BUSINESS LICENSES AND EMPLOYEE PERMITS; TITLE 6 HEALTH AND SANITATION, CHAPTER 6.28 WELLS AND PUMPS & CHAPTER 6.90 CANNABIS CULTIVATION; TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.64 TRIP REDUCTION PROGRAMS; TITLE 14 AGRICULTURAL ACTIVITIES, CHAPTER 14.05 AGRICULTURAL ACTIVITIES; TITLE 16 BUILDINGS AND CONSTRUCTION, CHAPTER 16.95 STORM DRAINAGE IMPACT FEE PROGRAM; TITLE 21 PLANS, CHAPTER 21.12 PROCEDURES FOR ADOPTION OR AMENDMENT OF PLANS; TITLE 22 LAND DEVELOPMENT, CHAPTER 22.160 CAPITAL IMPROVEMENT PROGRAM; AND TITLE 23 ZONING CODE, CHAPTER 23.104 APPROVAL AUTHORITY, CHAPTER 23.119 UNIFIED SIGN PROGRAM, CHAPTER 23.158 DEVELOPMENT AGREEMENTS, CHAPTER 23.501 INTRODUCTION TO FORM-BASED PROVISIONS, & CHAPTER 23.743 SIGNS**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would amend Title 2 Administration and Personnel; Title 4 Business Regulation; Title 6 Health and Sanitation; Title 10 Vehicles and Traffic; Title 14 Agricultural Activities; Title 16 Buildings and Construction; Title 21 Plans; Title 22 Land Development; and Title 23 Zoning Code.

BACKGROUND

On October 3, 2022 the City Council waived the first reading and passed to a second reading of the Ordinance.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.34 REDEVELOPMENT AGENCY; TITLE 4 BUSINESS REGULATION, CHAPTER 4.10 SPECIAL BUSINESS LICENSES AND EMPLOYEE PERMITS; TITLE 6 HEALTH AND SANITATION, CHAPTER 6.28 WELLS AND PUMPS & CHAPTER 6.90 CANNABIS CULTIVATION; TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.64 TRIP REDUCTION PROGRAMS; TITLE 14 AGRICULTURAL ACTIVITIES, CHAPTER 14.05 AGRICULTURAL ACTIVITIES; TITLE 16 BUILDINGS AND CONSTRUCTION, CHAPTER 16.95 STORM DRAINAGE IMPACT FEE PROGRAM; TITLE 21 PLANS, CHAPTER 21.12 PROCEDURES FOR ADOPTION OR AMENDMENT OF PLANS; TITLE 22 LAND DEVELOPMENT, CHAPTER 22.160 CAPITAL IMPROVEMENT PROGRAM; AND TITLE 23 ZONING CODE, CHAPTER 23.104 APPROVAL AUTHORITY, CHAPTER 23.119 UNIFIED SIGN PROGRAM, CHAPTER 23.158 DEVELOPMENT AGREEMENTS, CHAPTER 23.501 INTRODUCTION TO FORM-BASED PROVISIONS, & CHAPTER 23.743 SIGNS

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

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Rancho Cordova Municipal Code (RCMC) to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, with regard to the Planning Commission:

- A. The City of Rancho Cordova has recently reconstituted its Planning Commission;
- B. Pursuant to California Government Code sections 65100, 65101, and 65103, the City of Rancho Cordova Municipal Code authorizes the Planning Commission to take action on various planning matters with a wide range of duties;
- C. In order to ensure the Planning Commission has adequate training and start-up time, the Planning Commission's powers and duties to take action on applications, projects, approvals, permits, and appeals shall be phased in per the schedule being added to Section 2.30.010 of the Rancho Cordova Municipal Code;
- D. The Planning Commission shall have the authority to receive training, conduct meetings, and engage in other organizational and start-up activities; and
- E. The Planning Commission's focus on these matters will better prepare it to engage in its full set of responsibilities and avoid the potential for unintended delays and development processing on complex land use matters.

WHEREAS, Chapter 6.90 of the Municipal Code, Cannabis Cultivation, contains local rules for the use of personal cannabis cultivation in City residences which the City wishes to update to be consistent with other Municipal Code Sections regarding the responsibility of property owners for Code violations and administrative hearing and cost recovery procedures; and

WHEREAS, Section 4.10.155 of the Municipal Code, Effect of Revocation, sets forth the impact that revocation of a Special Business License has on license holders and employees:

- A. In many cases when a Special Business License or employee permit is revoked for cause, the owner or employee applies for a new license or permit directly after; and
- B. The Municipal Code does not currently have an adequate process to allow the City to deny an application in these situations, even though the reasons for revocation remain unchanged; and
- C. The Ordinance would revise Section 4.10.155 to ensure business owners and employees may not circumvent the revocation process by applying for a new license or permit.

WHEREAS, various miscellaneous sections of the Rancho Cordova Municipal Code also need to be updated for consistency with current City policies, entities and state law; and

WHEREAS, on October 3, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. This Ordinance is adopted pursuant to the following findings:

- A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific

development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

- B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendments ("Amendment") are consistent with the General Plan. The amendments would provide standards and/or enforcement procedures, address inconsistencies, delete text that is no longer necessary, and clarify review procedures of planning projects.
- C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The attached amendments would provide standards and/or enforcement procedures, address inconsistencies, delete text that is no longer necessary, and clarify review procedures of planning projects. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- D. **The proposed amendments are internally consistent with other applicable provisions in this Zoning Code.** The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Planning Commission Authority

The City Council amends Chapter 2.30 Planning Commission by adding the following at the end of Section 2.30.010, Establishment:

“; provided, however:

from the effective date of this Ordinance until March 1, 2023 (Phase 1), the Planning Commission shall only have the power to take action on the following applications, projects, approvals, permits and appeals related to:

- A. Processing, considering, and approving tentative and final parcel maps under Chapter 22.20 of the Rancho Cordova Municipal Code.
- B. Processing, considering, and approving Major Design Review for new residential projects under Municipal Code section 23.104.030 and Table 23.104-1.
- C. All other Planning Commission responsibilities regarding applications, projects, approvals, permits, and appeals in the Rancho Cordova Municipal Code are suspended from the effective date of this Ordinance until March 1, 2023. During this time, all appeals which would otherwise be heard by the Planning Commission shall be heard by the City Council.

And further provided, from, March 1, 2023, until June 1, 2023 (Phase 2), in addition to all powers granted during Phase 1, the Planning Commission shall also have the power to take action on the following applications, projects, approvals, permits and appeals related to:

- D. Processing, considering, and approving tentative and subdivision maps under Chapter 22.20 of the Rancho Cordova Municipal Code.

E. Processing, considering, and approving Major Design Review for commercial and industrial projects under Municipal Code section 23.104.030 and Table 23.104-1. ”

Section 4. Amendments to Title 2 Administration and Personnel, Title 4 Business Regulation, Title 6 Health and Sanitation, Title 10 Vehicles and Traffic, Title 14 Agricultural Activities, Title 16 Building and Construction, Title 21 Plans, Title 22 Land Development, and Title 23 Zoning Code

The City Council hereby adopts the amendments to Title 2 Administration and Personnel, Title 4 Business Regulation, Title 6 Health and Sanitation, Title 10 Vehicles and Traffic, Title 14 Agricultural Activities, Title 16 Building and Construction, Title 21 Plans, Title 22 Land Development, and Title 23 Zoning Code of the Rancho Cordova Municipal Code, as shown and incorporated in **Exhibit A** to this ordinance.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ITEM 16.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

ITEM 16.2.

**ATTACHMENT 2
Exhibit A to the Ordinance**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Chapter 2.34 Redevelopment Agency is repealed in its entirety.

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 4.10 Special Business Licenses and Employee Permits

4.10.155 Effect of revocation.

- a. The revocation of a special business license or employee permit shall terminate the right of the holder of the license or permit to engage in the enterprise authorized by the license or perform the service authorized by the permit, as the case may be, anywhere within the city for a period of five years following the effective date of revocation. At the conclusion of said period, the former holder may file a written application for issuance of a new license or permit with the clerk of the city council. The city council may, in its sole discretion, grant or deny the application pursuant to such terms and conditions as it may prescribe, and may, in addition to other matters, consider factors relating to the rehabilitation of the applicant in making its determination.
- b. The revocation of a special business license or denial of renewal of a special business license for cause shall automatically and without notice also revoke or deny renewal of each special business license issued for the same business at each location where the business is located.
- c. The revocation of an employee permit or denial an employee permit for cause shall automatically and without notice also revoke or deny renewal of each employee permit issued for the same employee at each location where the business is located.
- d. Notwithstanding any other provision of this Code, the revocation of special business license or employee permit or denial of renewal of a special business license or employee permit of a massage establishment for cause, shall prohibit the operation of the same establishment in that same location for a period of five years. The revocation of a special business license or employee permit or denial of renewal of a special business license or employee permit of a massage establishment for cause, shall also prohibit a new establishment from using the same name and/or same phone number as the revoked or denied special business license or employee permit for a period of five years.
- e. In the event of revocation of a special business license, neither the spouse, child, brother, sister or parent of the holder of the revoked license, nor a person possessing an ownership interest in the enterprise for which the license was revoked or who was an employee thereof, shall be entitled to issuance of a special business license for the enterprise except upon written application filed with the clerk of the city council. Upon the filing of such an application, the city council may, in its sole discretion, grant or deny the application. In the event the application is granted, in addition to any other condition, the license may be issued pursuant to such requirements as the board deems necessary in order to ensure that the person whose conduct constituted the basis for the revocation does not exercise any control or influence over the enterprise or the person to whom the license is issued. [Ord. 45-2004 § 4].

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 6.90**CANNABIS CULTIVATION**

Sections:

- 6.90.010 Purpose.
- 6.90.020 Definitions.
- 6.90.030 Outdoor cultivation of cannabis.
- 6.90.040 Indoor cultivation of cannabis.
- 6.90.050 Public nuisance.
- 6.90.060 Sale of cannabis prohibited.
- 6.90.070 Enforcement.
- 6.90.080 Appeal from administrative citation.
- 6.90.090 Penalty for violation.
- 6.90.100 Abatement.

6.90.010 Purpose.

The purpose and intent of this chapter is to require that cannabis only be cultivated in appropriately secured, enclosed, and ventilated structures, so as not to be visible to the general public, to provide for the health, safety and welfare of the public, to prevent negative impacts to property values, to prevent odor created by cannabis plants from impacting adjacent properties, to prevent crime associated with cannabis cultivation, and to ensure that cannabis cultivation remains secure and does not find its way to minors or illicit markets. Nothing in this chapter is intended to authorize the cultivation for personal use that is in violation of state law. It is not the intent of this chapter to create conflict or inconsistency between this chapter and the Constitutions of the United States or the state of California; or California law.

6.90.020 Definitions.

For purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise:

“Abatement” means the removal of cannabis plants and improvements that support cannabis cultivation which are in excess of the number of plants allowed to be cultivated under this chapter.

“Bedroom” means a room inside a residential building being utilized by any person primarily for sleeping purposes.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not, or any other strain or varietal of the genus *Cannabis* that may exist or be discovered, or developed, that has psychoactive or medical properties, whether growing or not, including but not limited to the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” also means cannabis as defined by Section 11018 of the California Health and Safety Code and Section 26001(f) of the Business and Professions Code, as both may be amended from time to time. Any reference to cannabis or cannabis products shall include medical and nonmedical cannabis and medical and nonmedical cannabis products, unless otherwise specified. “Cannabis” or “cannabis product” does not mean industrial hemp as defined by Section 11018.5 of the Health and Safety Code. Cannabis does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the

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plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Child care center” means any licensed child care center, daycare center, or child care home, or any preschool.

“Cultivation site” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

“Fully enclosed and secure structure” means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

“Indoors” means within a fully enclosed and secure structure.

“Marijuana” shall have the same meaning as cannabis, as defined in this chapter.

“Outdoors” means any location within the city of Rancho Cordova that is not within a fully enclosed and secure structure.

“Parcel” means property assigned a separate parcel number by the Sacramento County assessor.

“Premises” means a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall constitute a single “premises” for purposes of this chapter.

“Primary caregiver” means a “primary caregiver” as defined in Section 11362.7(d) of the Health and Safety Code, as may be amended from time to time.

“Private residence” means any house, apartment unit, mobile home, or other similar dwelling.

“Qualified patient” means a “qualified patient” as defined in Section 11362.7(f) of the Health and Safety Code, as may be amended from time to time.

“Rear yard” means the rear open space portion of any premises, whether fenced or unfenced.

“Residential structure” means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, on a premises or legal parcel located within a zoning district that allows residential uses.

“Sale” or “sell” means any transaction whereby, for any consideration including trades, barter, or exchanges, title to cannabis or cannabis products is transferred from one person to another.

“School” means an institution of learning for persons under 21 years of age, whether public or private, offering regular course of instruction including, without limitation, a kindergarten, elementary school, middle or junior high school, or senior high school.

“Solid fence” means a fence constructed of substantial material (such as wood or vinyl) that prevents viewing the contents from one side to the other.

6.90.030 Outdoor cultivation of cannabis.

All outdoor cultivation of cannabis within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel upon which the person knows, or by exercising reasonable care of diligence, should know that such parcel is being used for the outdoor cultivation of cannabis, regardless of whether such cultivation is for medical, recreational, personal, or commercial uses.

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6.90.040 Indoor cultivation of cannabis.

A. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel upon which the person knows, or by exercising reasonable care of diligence, should know that such parcel is being used for the cultivation of cannabis plants within a fully enclosed and secure structure on the parcel, except as provided in subsections (B) and (C) of this section.

B. Who Is Permitted to Cultivate Cannabis Indoors.

1. Only a person who is at least 18 years of age and either a qualified patient or a primary caregiver, or an adult who is at least 21 years of age, may engage in indoor cultivation of cannabis.
2. Residency Requirement. The person cultivating the cannabis shall reside full-time on the premises where the indoor cultivation of cannabis occurs.
3. Permission of Owner. Tenants or anyone cultivating shall obtain the written permission and signature of the property owner(s) prior to cultivating cannabis. A notarized signature from the owner of the property consenting to the cultivation of cannabis at the premises on a form acceptable to the city shall be made available to the city upon request by any city official.

C. Indoor Cultivation Standards. Cannabis cultivated indoors, within the city of Rancho Cordova, shall be in conformance with the following standards:

1. Indoor cultivation of cannabis is permitted only within a private residence or within a legal accessory structure to a private residence that meets the requirements of this chapter;
2. Cannabis cultivation is permitted only within fully enclosed and secure structures and the cultivation area must be inaccessible to minors. A fully enclosed and secure structure used for the cultivation of cannabis that is separate from the main residential structure on a premises must maintain a minimum 10-foot setback from any property line. Any parcel where cannabis is cultivated must be enclosed by a solid fence at least six feet in height;
3. Cannabis cultivation may not occur in both a detached structure and inside a residence on the same parcel. Only one indoor cultivation area is allowed per parcel;
4. Cannabis cultivation areas shall not be accessible to persons under 18 years of age. Cultivation areas shall be secured by lock and key or other security device which prevents unauthorized entry;
5. Indoor cultivation of cannabis shall not exceed six cannabis plants per premises, regardless of how many qualified adults, qualified patients, or primary caregivers are residing at the premises;
6. Cannabis cultivation shall not occur on any carpeted area;
7. Cannabis cultivation lighting shall not exceed 1,200 watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the city;
8. The use of gas products (CO₂, butane, etc.) or generators for cannabis cultivation or processing is prohibited;
9. Cannabis cultivation for sale is prohibited;
10. From a public right-of-way, there shall be no exterior evidence of cannabis cultivation;
11. The residence shall be occupied and is required to maintain a functioning kitchen and bathroom(s), and the use of the primary bedrooms is for their intended purpose;
12. Any cannabis cultivation area located within a residence shall not create a humidity or mold problem in violation of Rancho Cordova Building and State Health and Safety Codes;

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13. Any structure used for the cultivation of cannabis must have proper ventilation to prevent mold damage and to prevent cannabis plant odors or particles from becoming a public nuisance to surrounding properties or the public. A public nuisance may be deemed to exist if the cultivation produces odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public;

14. The cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes;

15. Any modification to existing structures or plumbing, electrical or mechanical systems shall require a permit from the building official, or his or her designee.

6.90.050 Public nuisance.

It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any parcel within the city of Rancho Cordova to create a public nuisance in the course of cultivating cannabis. A public nuisance may be deemed to exist if such activity produces:

A. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property and/or areas open to the public;

B. Repeated responses (more than three times in a one-year time period) to the parcel from law enforcement or code enforcement officers;

C. Repeated disruption (more than three times in a one-year time period) to the free passage of persons or vehicles in the neighborhood;

D. Excessive noise in violation of applicable city noise standards in the general plan or municipal code;

E. Any other impacts on the neighborhood which are disruptive of normal activity in the area.

6.90.060 Sale of cannabis prohibited.

It shall be unlawful for any person cultivating cannabis pursuant to this chapter to sell or offer for sale the cannabis permitted to be grown under this chapter.

6.90.070 Enforcement.

A. The violation of this chapter is hereby declared to be a public nuisance. The city may pursue any and all legal and equitable remedies against any and all responsible parties related to the enforcement of the provisions of this code, including criminal, civil, and administrative remedies and penalties and any related cost recovery authorized pursuant to this code and state law in accordance with RCMC 1.01.190.

B. Criminal. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the amount provided in Section 19 of the Penal Code, as may be amended from time to time, by imprisonment in the county jail not to exceed six months, or by both a fine and imprisonment.

C. Civil. A violation of this chapter may be abated by the city attorney by the prosecution of a civil action for injunctive relief and by the abatement procedure set forth in Chapter 16.18 RCMC.

D. Administrative. Whenever an enforcement officer determines that a violation of any of the provisions of any of the ordinances of the city has occurred, the enforcement officer has the authority to issue an administrative citation to the person(s) responsible for the violation.

6.90.080 Appeal from administrative citation.

A. Hearing Request. A person who receives an administrative citation may contest the citation on the basis that there was no violation of the code or that he or she is not the responsible party. To contest the citation, the person shall submit a request for hearing form to the city within 30 days from the date of the administrative citation. Directions on how to obtain the request form will be provided on the administrative citation. The completed request must be submitted together with an appeal hearing fee of \$250.00.

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B. Notice of Hearing. The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days before the date of the hearing.

C. Additional Reports. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be provided to the person requesting the hearing at least five days before the date of the hearing.

D. Setting the Hearing. A hearing before the hearing officer shall be set for a date that is not less than 15 days nor more than 60 days from the date that the request for hearing is filed. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least 10 days before the hearing. If the enforcement officer submits a written report concerning the citation to the hearing officer for consideration at the hearing, then a copy of the report shall be served on the person requesting the hearing at least five days before the hearing. No hearing shall be held unless the fine has been deposited in advance, under subsection (A) of this section.

E. Failure to Appear. The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

F. At the Hearing. The administrative citation, and any additional report submitted by the enforcement officer, shall constitute prima facie evidence of the respective facts contained in those documents. At the hearing, the party contesting the citation shall be given the opportunity to testify and to present evidence concerning the citation. If a party does not proficiently speak or understand the English language, he or she may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have had any personal involvement in the issues of the case prior to the hearing.

G. Continuances. The hearing officer may continue the hearing and may request additional information from the enforcement officer or the person receiving the citation before issuing the decision.

H. Hearing Officer's Decision. After considering the testimony and evidence presented at the hearing, the hearing officer shall issue a written decision to uphold, dismiss, or modify the administrative citation. The hearing officer shall state the reasons for the decision and shall send a copy of the decision to the person that requested the hearing and to the enforcement officer. The decision of the hearing officer shall be final.

I. Status of Citation. Any responsible party against whom an administrative citation has been imposed shall pay the administrative citation within twenty-five (25) days after service of a final order or decision of the hearing officer. The city may take the actions set forth in this chapter to collect the unpaid penalty. J. Late Payment Charges. A person who fails to pay to the city the fine imposed under this section on or before the date that fine is due is also liable for the payment of the applicable late payment charges.

K. Recovery of Administrative Citation Fines and Costs. A person who fails to pay any fine or other charges owed to the city under this section is liable in any action brought by the city for all costs incurred in securing payment of the delinquent amount, including but not limited to administrative costs and attorneys' fees. Such collection costs are in addition to any fines, interest, and late charges. In the event a civil action is commenced to collect the administrative penalty, the city shall be entitled to recover reasonable attorney's fees and all costs associated with collection of the penalty. Costs include, but are not limited to, staff time incurred in the collection of the penalty and those costs set forth in [Code of Civil Procedure](#) Section 1033.5.

L. Other Costs. In addition to the administrative citation fine, the city may collect its administrative costs, interest, late payment charges, costs of compliance re-inspections, and collection costs.

M. Collection. The city may collect any past due administrative citation fine and other costs and charges by any available legal means, including without limitation any methods allowed in this Code or Section 1.01.200 of this Code.

N. Right to Judicial Review. A person aggrieved by the hearing officer's decision on an administrative citation may obtain review of the decision by filing a lawsuit with the superior court in Sacramento County within 20 days after service of the final decision in accordance with the timelines and provisions set forth in Section 53069.4 of the California Government Code.

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6.90.090 Penalty for violation.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions, and administrative penalties pursuant to RCMC 1.01.190. Each and every separate violation of this chapter may be punishable by a fine not to exceed \$1,000 per violation.

B. Notwithstanding the foregoing and the provisions of RCMC 1.01.190, the amount of administrative penalty to be imposed for a violation of RCMC 6.90.040(C)(5) is an aggregate amount calculated at \$1,000 per plant in excess of six plants.

C. The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others, including those in RCMC 1.01.190 and Chapter 16.18 RCMC, and none of these penalties and remedies prevent the city from using any other remedy at law or in equity which may be available to enforce this chapter or to abate a public nuisance.

6.90.100 Abatement.

A. Any cannabis cultivation in violation of this chapter is a public nuisance and is subject to nuisance abatement pursuant to Chapter 16.18 RCMC including the summary abatement provisions of RCMC 16.18.901.

B. Any cannabis cultivation in violation of this chapter is also subject to the California Uniform Controlled Substances Act (Division 10 of the California Health and Safety Code), including the provisions of Chapter 8 (commencing with Section 11469) relating to seizure, forfeiture, and destruction of property.

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 10.64

Trip Reduction Programs

10.64.030 Definitions.

Unless the context indicates otherwise, the following definitions shall govern the meaning of those terms used in this chapter:

“Common business location” means a single building, group of buildings, or group of work stations at a single site or contiguous sites.

“Commuter matching service” means any system, whether by computer, manual, or mapping methods, which matches commuters residing in one common area, working in another common area, and having approximately the same work starting and stopping times.

“Director” means the director of the public works department.

“Employee transportation coordinator” means an employee, tenant, property manager, property owner, or other appropriate person who has been designated to perform various duties related to meeting the transportation needs of employees of a firm, common work location, or other geographic employment area.

“Person” means a sole proprietor, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district or other individual or entity, either public or private, carrying on an enterprise or conducting any other activity, whether or not for profit.

“Preferential parking” means a program of selecting, assigning or designating vehicle parking spaces in which priority in the selection, assignment, or designation is given to specific classes of vehicles such that vehicles in that class may be parked in locations considered by the vehicle operator to be the best or most desirable location.

“Regular employee” means any employee who works for a business, firm, agency, or other person for three or more days per week and four or more hours per day. [Revised during 2008 codification; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0748 § 1, 1988; SCC 567 § 1, 1983].

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Chapter 16.95

Storm Drainage Impact Fee Program

16.95.070 Establishment of storm drainage impact fees.

A. A storm drainage impact fee is hereby established for all new development projects within the current city limits of the city of Rancho Cordova.

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 21.12

Procedures for Adoption or Amendment of Plans

21.12.010 General.

The general plan of the city of Rancho Cordova or specific plans, and any amendment to such plans, shall be adopted pursuant to the procedures in this chapter. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0909 § 1, 1993; SCC 233 § 1 (part), 1975].

21.12.020 Initiation.

A. The adoption or amendment of the general plan or a specific plan may be initiated by resolution of intention by the city council or by resolution of intention of the planning commission.

B. The adoption of a specific plan or an amendment to the general plan or specific plan affecting the planning area of a specific plan may be initiated by the City council, the planning commission, or an interested person as provided in this chapter requesting the planning commission to hear the matter.

[Revised during 2008 codification; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0909 § 2, 1993; SCC 0817 § 1, 1991; SCC 0715 § 1, 1988; SCC 233 § 1 (part), 1975].

21.12.025 Application.

Application forms for amendments to the general plan and specific plans shall be filed with the secretary on forms provided for that purpose.

A. If the application is to change property from one land use category to another, the application shall be accompanied by the following:

1. A map drawn to scale showing the property for which the change is requested and the exterior property lines of the properties within 500 feet of the exterior boundary lines of the subject property. In any case the map shall show the exterior boundary lines of the nearest property;
2. The names and addresses and assessor's parcel numbers of the property owners for the properties shown on the map as listed on the latest assessment roll;
3. A filing and investigation fee as specified in RCMC 21.12.030;
4. The existing land use for the properties shown on the map;
5. The adopted and proposed land use categories as shown on the general plan and applicable specific plan of the land for which the reclassification is requested and the surrounding properties;
6. A general description of the proposed use of the subject property;

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7. The secretary of the planning commission or the planning director may require additional information necessary to show the need or desirability of the proposed change.

B. If the application is to change the text of the general plan or specific plans, the application shall be accompanied by the following:

1. Citation or reference to the page, section and element of the adopted plan for which the change is proposed;
2. The text of the section for which the change is proposed, showing by interlineation the portions of the text proposed to be deleted, and by underlining the proposed additions to the text;
3. A statement of the reason for and desirability of the proposed change;
4. A filing and investigation fee as specified in RCMC 21.12.030. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0909 § 3, 1993; SCC 233 § 1 (part), 1975].

21.12.030 Fee.

A fee shall be charged for the purpose of investigating and processing an application to change land use designations or the text of the general plan or a specific plan. The city council shall by resolution prescribe the fee schedule as provided in this section. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 233 § 1 (part), 1975].

21.12.040 Waiver of fees.

No fee, charge or expense may be waived as to any applicant for amendments pursuant to this chapter. No fee will be required or charged to persons where property is included in a resolution of intention adopted by the planning commission or the city council initiating proceedings pursuant to the provisions of this chapter. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 233 § 1 (part), 1975].

21.12.045 Notice of hearing.

Upon receipt of an application or adoption of a resolution of intention adopted pursuant to RCMC 21.12.015, the secretary shall set the matter for hearing before the planning commission, and shall cause a notice of the time and place of said hearing, including general explanation of the matter to be considered and including a general description of the area affected, to be published in a newspaper of general circulation at least 10 calendar days before the hearing. General plan amendment hearings shall be scheduled consistent with the resolution adopted by the city council as provided in RCMC 21.12.015. In addition to notice by publication, the secretary may give notice of the hearing in such other manner as the planning commission may deem necessary or desirable. Any failure by the secretary to give notice other than by publication shall not invalidate any proceeding pursuant to this chapter.

[Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 233 § 1 (part), 1975].

21.12.050 Report of planning commission recommendation to the city council.

A. After a public hearing has been held by the planning commission, the commission may approve or disapprove the matter being considered. The approval of the planning commission shall be as follows:

1. If the matter is a general plan or any amendment to such plan, the approval shall be by resolution of the commission.
2. If the matter is a specific plan or any amendment to such plan, the approval shall be by memorandum of the planning commission to the city council.

B. Where the matter has been initiated by resolution of the city council, the planning commission shall hold a public hearing as provided in this chapter, and shall report its recommendation to the city council not later than 90 days after the adoption of the resolution by the city council. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0909 § 4, 1993; SCC 430 § 1, 1980; SCC 233 § 1 (part), 1975].

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21.12.055 Public hearings by city council.

A. Upon receipt of a recommendation of the planning commission for the adoption of the general plan or specific plan, or for an amendment to a specific plan, the clerk of the city council shall set the matter for a public hearing before the city council. When the recommendation is made to amend a mandatory element of the general plan, the clerk of the city council shall set the matter for hearing at the next regular triannual meeting for hearing general plan amendments pursuant to the city council resolution adopted pursuant to RCMC 21.12.015. The clerk of the city council shall cause a notice of the time and place of said hearing, including a general explanation of the matter to be considered and including a general description of the area affected, to be published in a newspaper with general circulation at least 10 calendar days before the hearing. In addition to notice by publication, the clerk of the city council may give notice of the hearing in such other manner as the city council may deem necessary or desirable. Any failure by the clerk to give notice other than by publication shall not invalidate any proceeding pursuant to this chapter.

B. The city council may continue the matter from time to time, or approve, modify or disapprove the recommendation of the planning commission; provided, that any modification of the proposed ordinance or amendment by the city council not previously considered by the planning commission shall first be referred to the planning commission for a report and recommendation on the proposed modification, but the planning commission shall not be required to hold a public hearing thereon. Failure of the planning commission to report within 40 days after the reference, or such longer period as may be designated by the city council, shall be deemed to be approval of the proposed modification.

C. The approval and adoption of the general plan or specific plan, or amendment of any such plan, shall be by resolution of the city council; and such plan or amendment shall be endorsed by the clerk of the city council to show that it has been adopted. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0909 § 5, 1993; SCC 430 § 2, 1980; SCC 233 § 1 (part), 1975].

21.12.075 Appeal – Specific plan matters.

Any interested party may appeal a decision of the planning commission relating to a specific plan adoption or amendment by filing an appeal with the clerk of the city council within 10 calendar days after the matter has been decided by the planning commission. The appeal shall be accompanied by a fee to be specified in the resolution adopted pursuant to RCMC 21.12.030; provided, however, no fee shall be charged for an appeal if a vote of the planning commission results in a two-to-two tie vote by the members thereof. Any such appeal shall be denominated in any notice, agenda, or other official reference to such appeal as a petition of review of specific plan amendment. Upon receipt of the notice of appeal, the clerk of the city council shall set a hearing before the city council and shall give notice thereof, as provided by RCMC 21.12.055. The secretary shall transmit all pertinent records which relate to the matter of the appeal to the clerk of the city council in advance of the hearing. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 430 § 6, 1980].

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Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 22.10

Definitions and References

22.10.060 Design.

“Design” means:

- A. Street alignments, grades and width;
- B. Drainage and sanitary facilities and utilities, including alignments and grades thereof;
- C. Location and size of all required easements and rights-of-way;
- D. Fire roads and firebreaks;
- E. Lot size and configuration;
- F. Traffic access;
- G. Grading;
- H. Land to be dedicated for park or recreational purposes; and
- I. Such other specific requirements in the plan and configuration of the entire subdivision as may be necessary or convenient to ensure conformity to or implementation of the general plan or an adopted specific plan of the city. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983; SCC 327 § 10 (part), 1978].

22.10.075 Improvement.

A. “Improvement” refers to such street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval of acceptance of the final map thereof.

B. “Improvement” also refers to such other specific improvements or types of improvements the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approved by the local agency or by a combination thereof, is necessary or convenient to ensure conformity to or implementation of the general plan or an adopted specific plan of the city. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983].

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Chapter 22.20

Procedures

22.20.076 Waiver of parcel maps for condominiums.

The planning commission or the city council may waive the requirements for a tentative or final map imposed by the Subdivision Map Act for the construction of a residential condominium project on a single lawful parcel. The director of public works may waive the requirements for a tentative or final map imposed by the Subdivision Map Act for the construction of a commercial or industrial condominium project on a single lawful parcel.

The procedure for determining whether such a waiver for a residential condominium is appropriate shall be initiated by an application for waiver filed with the city planning director. An application for waiver for a commercial or industrial condominium shall be initiated by an application for waiver filed with the city director of public works.

The application shall contain a legal description for the single lawful parcel and a description of the proposed condominium project. If an application for waiver on a residential condominium project is filed contemporaneously with an application to adopt or amend a specific plan as provided in RCMC Title 21, then the application for waiver shall be first considered by the planning commission at a public hearing. After this hearing, the planning commission shall provide a written recommendation to the city council which shall make the final determination on the application. All other applications for waiver on a residential condominium project shall be considered by the planning commission at a public hearing. The planning commission shall make the final determination on these applications for waiver.

Applications for waiver of final or tentative maps on a commercial or industrial condominium project on a single lawful parcel shall be considered and granted or denied by the director of public works.

No applications for waiver of the requirement for a tentative or final map for the construction of a condominium project on a single lawful parcel shall be granted unless it is found that the proposed division of land complies with the requirements of the Subdivision Map Act and the Rancho Cordova Municipal Code as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of the Subdivision Map Act and the Rancho Cordova Municipal Code. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0880 § 2, 1992; SCC 0712 § 2, 1988].

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Chapter 22.25

Vesting Maps

22.25.010 Limitations on vesting maps.

Whenever this title requires that a tentative subdivision map or a tentative parcel map be filed, a vesting subdivision map may instead be filed, subject, however, to the following limitations:

A. A vesting map shall not be approved unless the city council finds it to be consistent with the adopted general plan and in compliance with urban level of flood protection criteria. Except as otherwise provided in subsection (C) of this section, a vesting map may not be filed concurrently with a general plan amendment nor during the period a general plan amendment for the area covered by the proposed map is in process.

B. Applications for projects which require amendments to an adopted specific plan, or the Rancho Cordova zoning code, or which require discretionary approvals pursuant to the zoning code, including, but not limited to, special development permits, use permits, development plan reviews, exceptions, special review of parking or variances, may not include an application for a vesting map unless all needed applications for such approvals for the project are concurrently filed with the vesting map. Vesting maps may not be approved with the condition that needed plan amendments, zoning and discretionary approvals be subsequently secured.

C. Notwithstanding any other provision of this code, an application for a vesting map may be filed concurrently with an application to amend the Rancho Cordova general plan; provided, that the area covered by the vesting map is included in the area covered by the application to amend the general plan and is also included in either a concurrently filed or previously filed and pending application for a specific plan. [Ord. 7-2016 § 2 (Exh. 1A); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 0975 § 1, 1994; SCC 651 § 10, 1986].

Chapter 22.30

Dedications

22.30.015 Local transit facilities.

As a condition of approval of a tentative subdivision map, a subdivider shall dedicate or make an irrevocable offer of dedication of real property within the subdivision for local transit facilities including, but not limited to, such facilities as bus turnouts, benches, shelters, landing pads and similar items which directly benefit the residents of the subdivision, provided the tentative map indicates that the subdivision has the potential for not less than 200 dwelling units if developed to the maximum density as shown on the adopted general plan and specific plan for the area, or contains 100 acres or more, and the approval body or city council finds that transit services are or will, within a reasonable time period, be made available to such subdivision. This section shall not apply to condominium projects or stock cooperatives which consist of the subdivision of air space in an existing apartment building which is more than five years old, when no new dwelling units are added by the subdivision. [Ord. 38-2007 § 1 (Exh. 1(M)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983].

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Chapter 22.40

Park and Recreation Dedication and Fees

22.40.005 Authority.

This chapter is enacted pursuant to the authority granted by Section 66477 of the Government Code. The park and recreational facilities for which dedication of land and/or payment of fee is required shall be in accordance with the local recreational element of the general plan. Land dedication under this chapter shall conform to the city general plan, to any adopted specific plan, and the applicable provisions of Section 66477 of the Government Code. [Ord. 25-2003 § 3; SCC 574 § 2, 1983].

Chapter 22.50

Reservations and Public Access to Public Resources

22.50.010 Standards and formula for reservation of land.

If a park, recreational facility, fire station, library, or other public use is shown on an adopted specific plan or the general plan containing a community facilities element, recreation and parks element or a public building or facilities element, the subdivider may be required to reserve sites in accordance with the definite principles and standards contained in such specific plan, community plan or general plan. The reserved area shall be of such size and shape as to permit the balance of the property within which the reservation is located to develop in an orderly and efficient manner. The amount of land to be reserved shall not make development of the remaining land held by the subdivider economically unfeasible. The reserved area shall conform to the adopted specific plan or general plan and shall be of such multiples of streets and parcels as to permit an efficient division of the reserved area in the event that it is not acquired within the prescribed period. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983].

Chapter 22.110

Design and Improvement Standards

22.110.035 Thoroughfare and arterial streets.

A. Function. The function of thoroughfare and arterial streets is to serve with freeways to form a coordinated network or vehicle routes capable of handling the movement of goods and people through and between communities in large volumes and with efficient speeds and safety. Such roads are identified in the circulation element of the general plan or on the appropriate specific plan.

B. Design Standards. If the circulation element of the general plan or the community plan shows any highway, expressway, thoroughfare, arterial or similarly named road located so that any portion lies within or adjacent to a proposed project, such roadway shall be incorporated into the project in conformance with the design standards in the general plan or specific plan. The specific location or locations if alternate alignments are feasible of such roads shall be determined in coordination with and as recommended by the city public works department.

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The design characteristics of such roads shall conform with the current improvement standards of the department of public works.

Because such roads may vary in width and may involve many design factors such as acceleration/deceleration lanes, various curb heights, bicycle lanes, bus stops/turnouts, traffic dividers, driveways, and curb cuts, the precise road improvement requirements shall be determined by consultation or coordination with the public works department. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983].

22.110.065 Compliance with law.

A. Each project which proposes to divide land shall result in lots which are consistent with and well suited to the land use designations and policies set forth in the city general plan and in the adopted community plans, including both maps and texts. Potential population densities of residential lots shall not exceed the densities set forth in the general plan or specific plans.

B. Each lot shall conform to the lot size, lot width, and lot frontage requirements as set forth in the city zoning code. See RCMC 22.110.070(H) for exception to frontage requirements, unless a variance, waiver, or modification is obtained, as specified in the zoning code.

C. Lot lines shall be located in relation to existing structures so as to maintain required setbacks, yards, and other open space requirements, as set forth in the city zoning code, unless a variance, waiver, or modification is obtained, as specified in the zoning code.

D. Lot lines shall be located in relation to existing private septic systems or wells so as to maintain the distance requirements as set forth in the city health code. Lots which propose the installation of private septic systems or wells shall be arranged such that there is sufficient area on the proposed lots' facilities to meet the placement and distance requirements of the city health code.

E. Each parcel of land shall front on a public street or be served by a private road approved pursuant to the zoning code which is a component of an approved local street pattern.

F. Exceptions from the requirements of subsections (A) through (E) of this section shall not be allowed pursuant to RCMC 22.110.020 and 22.110.025. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 574 § 2, 1983].

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Chapter 23.104

APPROVAL AUTHORITY

Sections:

23.104.010	Purpose.
23.104.020	Planning agency.
23.104.030	Recommending and approval authority.
23.104.040	Referrals to planning commission or council.

23.104.010 Purpose.

The purpose of this chapter is to establish the administrative responsibilities of the zoning code and to identify the basic responsibilities of the officials and bodies charged with its administration. This chapter describes which review body makes the final decision on various types of planning and land use entitlement applications. The zoning code uses a combination of nondiscretionary and discretionary reviews to evaluate land use proposals for compliance with the use and development requirements of this code. The nondiscretionary reviews provide the certainty needed in most situations by providing clear and objective criteria. Discretionary reviews provide needed flexibility by allowing more subjective criteria and by providing for the modification of regulations in response to specific site conditions. [Ord. 22-2021 § 3 (Exh. A); Ord. 17-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.2.010)].

23.104.020 Planning agency.

California Government Code Section 65100 requires each jurisdiction to establish a planning agency to carry out the planning and land use functions of the jurisdiction. The functions of the planning agency are assigned as designated by this code. In the absence of an assignment, the council shall retain responsibility and authority to function as the planning agency. [Ord. 22-2021 § 3 (Exh. A); Ord. 17-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.2.020)].

23.104.030 Recommending and approval authority.

A. Approval Types. The zoning code establishes which planning body recommends, makes final determinations, and hears appeals for each planning and land use entitlement request. This approval authority is determined by the type of approval required for each planning and land use entitlement. The approval types are as follows:

1. Nondiscretionary Administrative. Decisions do not require interpretation or exercise of policy or legal judgment in evaluating approval criteria because the decision is made according to specific criteria where no discretion is involved. Permits may be issued over the counter by staff. The director is the approval authority for nondiscretionary actions. The action of the director is not subject to appeal.
2. Limited Discretion. Approval or denial is based on discretionary standards that regulate the physical characteristics of a use or structure. Decisions must be consistent with the adopted criteria. Notice of decision is required with opportunity to request public hearing. The action of the director may be appealed to the council.
3. Discretionary (Quasi-Judicial). Decisions involve the application of discretionary approval standards to site-specific applications. The director makes recommendations to the council or planning commission for final decisions with specific findings. A public hearing is required. Decisions of the planning commission can be appealed pursuant to RCMC 23.110.160. Decisions of the council are not subject to appeal.
4. Discretionary (Legislative). Decisions must be made by the city council. Legislative land use decisions apply to the general population and prescribe policy, requiring the greatest amount of discretion and evaluation of subjective approval criteria. City council is the approval authority for legislative land use permits. The director

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and/or planning commission makes recommendations to the city council. Generally, a recommendation is requested from staff and/or another recommending body on legislative entitlements. A public hearing is required, and these decisions cannot be appealed.

B. Public Hearings Required. Table 23.104-1 identifies the type of public hearing required by entitlement.

Table 23.104-1: Approval Authority for Entitlements

Entitlement	Approval Type	Public Hearing Required	Designated Approval Authority “F” = Final Approval Authority “A” = Appeal Body “R” = Recommendation		
			Director	Planning Commission	Council
Zoning Certification	Nondiscretionary	No	F ⁽²⁾		
Temporary Use Permit	Nondiscretionary	No	F		
Similar Use Determination	Limited Discretion	No	F	A	A
Unified Sign Program	Limited Discretion	No ⁽¹⁾	F	A	A
Administrative Use Permit	Limited Discretion	No ⁽¹⁾	F	A	A
Reasonable Accommodation	Limited Discretion	No ⁽¹⁾	F	A	A
Adjustment	Limited Discretion	No ⁽¹⁾	F	A	A
Nonconforming Use Permit	Limited Discretion	No ⁽¹⁾	F	A	A
Minor Design Review	Limited Discretion	No ⁽¹⁾	F	A	A
Conditional Use Permit	Discretionary (Quasi-Judicial)	Planning Commission	R	F	A
Major Design Review	Discretionary (Quasi-Judicial)	Planning Commission	R	F	A
Variance	Discretionary (Quasi-Judicial)	Planning Commission	R	F	A
Special Planning Areas	Discretionary (Legislative)	Council	R	R	F
Zoning Amendments	Discretionary (Legislative)	Council	R	R	F
Specific Plans	Discretionary (Legislative)	Council	R	R	F
General Plan Amendments	Discretionary (Legislative)	Council	R	R	F
Development Agreements	Discretionary (Legislative)	Council	R	R	F

(1) Notice of decision is required with the opportunity to request a public hearing. If no public hearing is requested, decision is rendered and notice of decision provided in accordance with Chapter 23.110 RCMC (Application Processing).

(2) See RCMC 23.113.090.

[Ord. 22-2021 § 3 (Exh. A); Ord. 17-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.2.030)].

23.104.040 Referrals to planning commission or council.

The director may refer any entitlement with limited discretion for which the director is the final approval authority to the planning commission or council for action.

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A. Referral. The director may refer any item to planning commission or council for consideration. The director may refer an item with or without making a final determination or a recommendation for action.

B. Planning Commission or Council Review. The planning commission or council shall review the referred item at a noticed meeting and take one of the following actions:

1. Refer the item back to the director for review and final action. Referral back to the director does not preclude the item being appealed or being called up by council following final action.
2. Cause the item to be scheduled at the next regularly scheduled council meeting, allowing for public hearing notice.

C. Public Hearing Required. A public hearing shall be required for all items referred to and accepted by the planning commission or council for action in accordance with the following:

1. Public Hearing Notice. A notice for public hearing shall be provided for in accordance with RCMC 23.110.120 (Notice of public hearing).
2. Public Hearing Procedure. A public hearing shall be held in accordance with RCMC 23.110.130 (Public hearing procedures). [Ord. 22-2021 § 3 (Exh. A); Ord. 17-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B)].

MEMORANDUM



ITEM 16.3.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(B) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM OCTOBER 17, 2022 TO NOVEMBER 16, 2022**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the attached Resolution would allow the City Council and the City's other legislative bodies to continue to meet via teleconference ("virtually") in a manner substantially similar to the manner in which they have met during the COVID-19 pandemic, if a proclaimed State of Emergency remains in effect and other requirements are satisfied.

BACKGROUND

All meetings of the City Council and the City's other legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq., so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct virtual meetings to slow the spread of COVID-19. As a result of Executive Order N-29-20, City Staff set up virtual meetings for the City Council and other City legislative bodies. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), which allows local legislative bodies to continue to conduct meetings via teleconferencing under specified

conditions. AB 361 took effect upon the expiration of Executive Order N-29-20 on October 1, 2021. On September 20, 2021, the City Council held a meeting in compliance with AB 361's requirements for remote meetings.

In order for AB 361 to remain effective for meetings of the City's legislative bodies, the City Council is required to make specified findings every 30 days. AB 361 allows a legislative body to continue holding meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if a State of Emergency is proclaimed under Government Code section 8625, the City has reconsidered the emergency conditions, and if the local Public Health Officer continues to recommend social distancing measures to protect the public's health and safety during local government meetings. These conditions are present.

Governor Newsom's March 4, 2020 Proclamation of Emergency related to the COVID-19 pandemic is still in effect. The potential spread of COVID-19 continues to threaten public health and safety during indoor public gatherings, including indoor gatherings of the Rancho Cordova City Council and other Rancho Cordova legislative bodies. In addition, the Sacramento County Public Health Officer continues to recommend teleconferencing or social distancing to protect the public's health and safety during local government meetings.

SUMMARY

The attached Resolution makes the required findings that the current conditions exist to allow teleconference meetings pursuant to AB 361 for the City Council and on behalf of all of the legislative bodies commissions and committees created by the City Council pursuant to Government Code section 54952(b). This will allow members of the public to safely observe and participate in local government meetings during the pandemic.

If a meeting is held via teleconference under AB 361, the following requirements apply:

1. Notices and agenda requirements remain the same under the Brown Act;
2. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
3. Teleconference meetings must protect the statutory and constitutional rights of the parties and the public;
4. If there is any disruption of the call-in or internet-based service, the agency must suspend the meeting until the problem is fixed;
5. Legislative bodies may allow public comments to be submitted prior to a meeting but must also allow the public to participate in real time through call-in or internet-based service;
6. If an internet-based service requires registration through a third-party, individuals can be required to register with the third-party to participate in the meeting; and
7. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment and must also include reasonable time for members to register with a third-party host if applicable.

FISCAL IMPACT AND FUNDING SOURCE

The cost of continued remote access to Council meetings and the meetings of other City committees.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(b) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM OCTOBER 17, 2022 TO NOVEMBER 16, 2022

WHEREAS, the City is committed to preserving and promoting public access and participation in meetings of the legislative bodies; and

WHEREAS, all meetings of the City are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on September 20, 2021 the City held a meeting during a state of emergency under Government Code section 8625 and during a period of recommended social distancing by state and local officials while complying with Government Code section 54953(e)(2); and

WHEREAS, the City is required to make certain findings every thirty (30) days to continue teleconferencing under Government Code section 54953(e)(3), including reconsideration of the state of emergency declared by the Governor pursuant to Government Code section 8625, and State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City continues to experience emergency conditions due to COVID-19, specifically, the highly transmissible SARS-CoV-2 B.1.617.2 ("Delta") continues to threaten public health and safety during indoor public gatherings; and

WHEREAS, the City Council has considered the circumstances of the Governor's state of emergency proclamation pursuant to Government Code section 8625, which remains active; and

WHEREAS, on July 30, 2021, the Sacramento County Health Officer issued an order requiring all individuals, regardless of vaccination status, to wear a mask while indoors in public spaces; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least six feet (6’) from others outside of the household; and

WHEREAS, the Sacramento County Health Officer’s order incorporates the CDC’s guidance for vaccinated and unvaccinated people; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees, and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as the “Legislative Bodies”), does hereby find that the Legislative Bodies shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Legislative Bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953 as a consequence of the ongoing state of emergency and the continued social distancing measures required by local officials.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency pursuant to Government Code section 8625 and proclaims that a local emergency persists throughout the City, affirms the Sacramento Health Order’s required and recommended measures to promote social distancing, and finds that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow the Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

Section 3. Remote Teleconference Meetings. City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 16, 2022 or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 17th day of October 2022, by the following vote:

AYES:

ITEM 16.3.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.4.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Brandon Luke, Chief of Police
SUBJECT: **A RESOLUTION AUTHORIZING THE USE OF MILITARY EQUIPMENT FOR LAW ENFORCEMENT**

RECOMMENDATION

Adopt the Resolution commencing the City of Rancho Cordova's process as it pertains to AB 481 - Military Equipment for Law Enforcement.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would commence the City of Rancho Cordova's process as it pertains to AB 481 – Military Equipment for Law Enforcement.

BACKGROUND

On September 30, 2021, Governor Newsom signed into law a series of policing reform legislation, including Assembly Bill 481. AB 481 requires a law enforcement agency to obtain approval from the applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

The City of Rancho Cordova has established a law enforcement services contract with the Sacramento County Sheriff's Office and formed the Rancho Cordova Police Department (RCPD) to provide municipal law enforcement services within the corporate limits of the City.

The law enforcement services encompass duties and functions of the type falling under the jurisdiction of, and customarily rendered by, a city police department under applicable State statutes. Such services include: (1) the enforcement of State statutes and City codes and ordinances; (2) patrol and traffic enforcement; (3) investigative services; and (4) such other special services customarily performed by police departments to the extent specifically set forth in this Agreement. This contractual relationship allows cities that do not have their own independent police department to select law enforcement services that best fit the needs of the community.

Consistent with the requirements of AB 481, the Sacramento County Board of Supervisors adopted the Sacramento County Sheriff's Office Military Equipment Inventory and Policy on Tuesday, October 4, 2022. The Sacramento Sheriff's Interim Order and Inventory List for AB 481 can be found on their website. Based on our contractual relationship with the County, after

approval, the policy and list becomes a standard operating procedure for the Rancho Cordova Police Department.

The City is committed to ensuring that we have access to the most up-to-date equipment to safeguard the citizens of Rancho Cordova. These items provide public safety officers with the necessary tools to help safely resolve volatile situations in an effort to safeguard lives and ensure safety.

FISCAL IMPACT AND FUNDING SOURCE

No fiscal impact.

ATTACHMENT(S)

1. AB 481 Resolution
2. Assembly Bill 481
3. Sacramento Sheriff's Office Military Equipment Policy
4. Sacramento Sheriff's Office AB481 Military Equipment Inventory
5. Sacramento Sheriff's Office AB481 Summary-Use-Justification
6. Sacramento County Staff Report, Resolution & Ordinance - AB481 Policy Military Equipment

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021 Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481); and

WHEREAS, AB 481 (codified at Government Code § 7070 et seq.,) requires law enforcement agencies to obtain approval of the applicable governing body by the adoption of a Military Equipment Use Policy, prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by AB 481; and

WHEREAS, the City contracts with the County of Sacramento for the provision of law enforcement services through Contract 91-2010 and its related amendments; and

WHEREAS, this contract contemplates that the Sacramento County Sheriff's Department will provide law enforcement services within the City's municipal boundaries; and

WHEREAS, the City desires to maintain this existing relationship with Sacramento County and the Sacramento County Sheriff's Department; and

WHEREAS, the Sacramento County Board of Supervisors approved a Military Equipment Use Policy on October 4, 2022; and

WHEREAS, the City desires to maintain a consistent Military Equipment Use Policy as applied to both the Rancho Cordova Police Department and its utilization of law enforcement services provided by the Sacramento County Sheriff's Department; and

WHEREAS, the City does hereby incorporate by reference Sacramento County's Military Equipment Use Policy and desires to approve such policy as may be amended from time to time; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does adopt the County of Sacramento's Military Equipment Use Policy.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 16.4.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O

SACRAMENTO COUNTY



SHERIFF'S OFFICE

VOLUME 22/05

SCOTT R. JONES

Date: March 2, 2022

Sheriff

INTERIM ORDER**Military Equipment**

The purpose of this Interim Order is to establish guidelines for handling the approval, acquisition, and reporting requirements of military equipment used by law enforcement as required by 2021 California Assembly Bill 481.

I. PURPOSE AND SCOPE

- a) The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

II. DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

- a) Governing body – The elected or appointed body that oversees the Sheriff's Office.
- b) Military equipment – Includes but is not limited to the following:
 - 1. Unmanned, remotely piloted, powered aerial or ground vehicles.
 - 2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
 - 3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
 - 4. Tracked armored vehicles that provide ballistic protection to their occupants.
 - 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 - 6. Weaponized aircraft, vessels, or vehicles of any kind.
 - 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
 - 8. Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
 - 9. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handgun.
 - 10. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 - 11. Noise-flash diversionary devices and explosive breaching tools.
 - 12. Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
 - 13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
 - 14. Kinetic energy weapons and munitions.
 - 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

- a) It is the policy of the Sacramento County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

IV. **MILITARY EQUIPMENT COORDINATOR**

- a) The Sheriff or authorized designee should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:
 1. Acting as liaison to the governing body for matters related to the requirements of this policy.
 2. Identifying the Sheriff's Office equipment that qualifies as military equipment in the current possession of the Sheriff's Office, or the equipment the Sheriff's Office intends to acquire that requires approval by the governing body.
 3. Conducting an inventory of all military equipment at least annually.
 4. Collaborating with any allied agency that may use military equipment within the jurisdiction of Sacramento County Sheriff's Office (Government Code § 7071).
 5. Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - i. Publicizing the details of the meeting.
 - ii. Preparing for public questions regarding the Sheriff's Office's funding, acquisition, and use of equipment.
 6. Preparing the annual military equipment report for submission to the Sheriff or authorized designee and ensuring that the report is made available on the office website (Government Code § 7072).
 7. Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Sheriff's Office will respond in a timely manner.

V. **MILITARY EQUIPMENT INVENTORY**

- a) The following constitutes a list of qualifying equipment for the Sheriff's Office: [See Attached List]

VI. **APPROVAL**

- a) The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Sheriff's Office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):
 1. Requesting military equipment made available pursuant to 10 USC § 2576a.
 2. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
 4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the Sheriff's Office.
 5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

7. Acquiring military equipment through any means not provided above.

VII. COORDINATION WITH OTHER JURISDICTIONS

- a) Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

VIII. ANNUAL REPORT

- a) Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).
- b) The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the Sheriff's Office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in the Sheriff's Office inventory.

IX. COMMUNITY ENGAGEMENT

- a) Within 30 days of submitting and publicly releasing the annual report, the Sheriff's Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Sheriff's Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



Military Equipment Inventory

Equipment Owned Prior to January 1, 2022

UPDATED SEPTEMBER 19, 2022

Scott R. Jones

Sheriff

Sacramento County Sheriff's Office

4500 Orange Grove Avenue, Sacramento, CA 95841

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Introduction

The Sacramento County Sheriff's Office respectfully submits this Military Equipment Inventory in accordance with the requirements of AB 481, Chapter 406, Statutes of 2021.

This Military Equipment Inventory covers the equipment owned or acquired by the Sheriff's Office prior to January 1, 2022. A separate request will be submitted for additional purchases considered for this fiscal year.

This inventory is part of the Board packet which also includes the Sheriff's Office policy relating to same.

The military equipment in this inventory is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The Sacramento County Sheriff's Office is committed to using the most up to date tools and equipment to safeguard the community in Sacramento. These items provide peace officers with the ability to safely resolve volatile situations that otherwise might rise to the level of a lethal force encounter. To that end, the items in this inventory also provide Sheriff's Deputies with vital tools that facilitate compliance with its stringent use of force policy. Other items deemed to be "military equipment" via AB 481 include foundational equipment such as rifles. These rifles allow peace officers to address lethal threats with greater precision and from a greater distance.

The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties. These items allow the Sheriff's Office to assess, address and resolve a variety of situations in the safest manner possible. All the items in this inventory are used in accordance with applicable laws and policies to ensure civilian civil rights and safety are protected.

The Sheriff's Office is not seeking to purchase any new equipment at this time. However, if it should seek to in the future, it will be cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

All prior military equipment uses complied with the military equipment use policy that was in effect at the time. (See Government Code section 7071(d).)

Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles

The Sacramento County Sheriff's Office (SSO) acquired the following prior to January 1, 2022.

Aerial

- Autel EVO II 640T (RCPD)
- Autel EVOII 6000 (SSO)
- Autel EVO II Dual (RCPD)
- DJI Inspire 1
- DJI Matrice 200
- DJI Matrice 600
- DJI Mavic 2 Enterprise Dual
- DJI Mavic 2 Enterprise Zoom
- DJI Mavic 2 Professional
- DJI Mavic Advanced
- DJI Mini 2
- DJI Phantom 3 Professional
- DJI Phantom 4 Professional 2

Ground

- PackBot 510
- Remote Andros F6-A
- Quinetic Dragon Runner Robot
- Robotex Avatar Tactical Robot

Autel EVO II 640T (RCPD)

SERIAL NUMBER	HV6920141393
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$6900
ANNUAL MAINTENANCE	\$900

Description

Manufacturer's Website: <https://autel drones.com/pages/evo-ii-dual-640t-detail>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

The Sacramento County Sheriff's Office SCOUT program uses Unmanned Aerial Surveillance (UAS) craft of varying sizes and capabilities to enhance public safety. All of the craft used by the program are the same makes and models available for purchase by the public. The craft are used in compliance with all federal, state, and local laws and are not used in any way for routine patrol or surveillance of the public.

Rules of Use

[14 CFR Part 107 Small Unmanned Aircraft Systems](https://www.faa.gov/uas/public_safety_gov/) governs uses of drones. More information about the rules for public safety agencies can be found on the FAA website at https://www.faa.gov/uas/public_safety_gov/

The use of UAS is governed by Federal, State and local laws and regulations. The Federal Aviation Administration (FAA) governs all aircraft rules and regulations for flight within the US National Airspace, including UAS

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

All SSO UAS Pilots go through 40 hours of initial training prior to operating any UAS in the field. This training includes but is not limited to, Federal rules and regulations, State rules and regulations, SSO Policy, Flight training, and SSO Obtained FAA Authorizations

Ensuring Compliance

The Sheriff's Office uses a personnel, equipment and flight management system that alerts the administrators anytime a UAS exceeds standard operating procedures and when pilots are out of flight currency standards. The Federal Aviation Administration has authority to perform a compliance check of Sheriff's Office UAS Operations at any time and authority to revoke issued

Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

Autel EVOII 6000 (SSO)

SERIAL NUMBER	HV59203002376
QUANTITY	11
LIFESPAN	3 years
INITIAL COST	\$2100
ANNUAL MAINTENANCE	\$900

Description

Manufacturer's Website: <https://auteldrones.com/pages/evo-ii-specification>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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Autel EVO II Dual (RCPD)

SERIAL NUMBER	HV6920141393
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$10,000
ANNUAL MAINTENANCE	\$900

Description

Manufacturer's Website: <https://auteldrones.com/pages/evo-ii-dual-640t-specification>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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Military Equipment Inventory

Training

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DJI Inspire 1

SERIAL NUMBER	W13DCA19020142
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	No cost. Donated
ANNUAL MAINTENANCE	Not in Use

Description

Manufacturer's Website: <https://www.dji.com/inspire-1/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Military Equipment Inventory

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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DJI Matrice 200

SERIAL NUMBER	0FZDE6S0P20197
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	No cost. Donated
ANNUAL MAINTENANCE	\$1650

Description

Manufacturer's Website: <https://www.dji.com/matrice-200-series/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Rules of Use

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Military Equipment Inventory

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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DJI Matrice 600

SERIAL NUMBER	M80DG3E00342LG
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$4800
ANNUAL MAINTENANCE	\$1650

Description

Manufacturer's Website: <https://www.dji.com/matrice600/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Military Equipment Inventory

Rules of Use

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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DJI Mavic 2 Enterprise Dual

SERIAL NUMBER	298DG4H00126S0, 298DG4K0011D59, 2983J3R001J011, 2983H3S001J004
QUANTITY	4
LIFESPAN	3 years
INITIAL COST	\$3850/unit
ANNUAL MAINTENANCE	\$800/unit

Description

Manufacturer's Website: <https://www.dji.com/mavic-2-enterprise/specs>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

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DJI Mavic 2 Enterprise Zoom

SERIAL NUMBER	276DFBD0013BX2, 276CH6GR0A0AWU, 276CH5LR0A09G2, 276CJ5BRA0A0PQ9, 276CH5JR0A07K5
QUANTITY	5
LIFESPAN	3 years
INITIAL COST	\$3000/unit
ANNUAL MAINTENANCE	\$800/unit

Description

Manufacturer's Website: <https://www.dji.com/mavic-2-enterprise/specs>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

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DJI Mavic 2 Professional

SERIAL NUMBER	3Q43JCB003Z402
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$1600
ANNUAL MAINTENANCE	\$800

Description

Manufacturer's Website: <https://www.dji.com/mavic-2/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

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Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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Sacramento County Sheriff's Office

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Military Equipment Inventory

Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

DJI Mavic Advanced

SERIAL NUMBER	4GCCJ61R0A0DLQ
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$10,000
ANNUAL MAINTENANCE	\$800

Description

Manufacturer's Website:

https://www.dji.com/mavic-2-enterprise-advanced?site=brandsite&from=insite_search

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

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G.O 26-10 – Unmanned Aerial Systems

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DJI Mini 2

SERIAL NUMBER	3Q4CJ3L3A3QSFC, 3Q4CH9N3A31T2G, 3QCH9Q2A325KT, 3Q4CH9P3A31XV2, 3Q4CH930017846, 163CH8AR0A368N, 3Q4CJ6U3A3Z1GQ, 3Q4CJ7C3A30PU2, 3Q4CJ7X3A33D91, 3Q4CJ7V3A334V6
QUANTITY	10
LIFESPAN	3 years
INITIAL COST	\$450/unit
ANNUAL MAINTENANCE	\$250/unit

Description

Manufacturer's Website: <https://www.dji.com/mini-2/specs>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

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Sacramento County Sheriff's Office

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Military Equipment Inventory

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

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The Sheriff's Office uses a personnel, equipment and flight management system that alerts the administrators anytime a UAS exceeds standard operating procedures and when pilots are out of flight currency standards. The Federal Aviation Administration has authority to perform a compliance check of Sheriff's Office UAS Operations at any time and authority to revoke issued Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

DJI Phantom 3 Professional

SERIAL NUMBER	P78DCE18031228
QUANTITY	1
LIFESPAN	3 years
INITIAL COST	No cost. Donated
ANNUAL MAINTENANCE	Not in Use

Description:

Manufacturer's Website: <https://www.dji.com/phantom-3-standard/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

The Sacramento County Sheriff's Office SCOUT program uses Unmanned Aerial Surveillance (UAS) craft of varying sizes and capabilities to enhance public safety. All of the craft used by the program are the same makes and models available for purchase by the public. The craft are used in compliance with all federal, state, and local laws and are not used in any way for routine patrol or surveillance of the public.

Rules of Use

[14 CFR Part 107 Small Unmanned Aircraft Systems](#) governs uses of drones. More information about the rules for public safety agencies can be found on the FAA website at https://www.faa.gov/uas/public_safety_gov/

ITEM 16.4.

Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

The use of UAS is governed by Federal, State and local laws and regulations. The Federal Aviation Administration (FAA) governs all aircraft rules and regulations for flight within the US National Airspace, including UAS

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

All SSO UAS Pilots go through 40 hours of initial training prior to operating any UAS in the field. This training includes but is not limited to, Federal rules and regulations, State rules and regulations, SSO Policy, Flight training, and SSO Obtained FAA Authorizations

Ensuring Compliance

The Sheriff's Office uses a personnel, equipment and flight management system that alerts the administrators anytime a UAS exceeds standard operating procedures and when pilots are out of flight currency standards. The Federal Aviation Administration has authority to perform a compliance check of Sheriff's Office UAS Operations at any time and authority to revoke issued Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

DJI Phantom 4 Professional

QUANTITY	1
LIFESPAN	3 years
INITIAL COST	\$1600
ANNUAL MAINTENANCE	\$800

Description

Manufacturer's Website: <https://www.dji.com/phantom-4-pro/info>

This is a remotely operated battery powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

Proposed Uses

The Sacramento County Sheriff's Office SCOUT program uses Unmanned Aerial Surveillance (UAS) craft of varying sizes and capabilities to enhance public safety. All of the craft used by the program are the same makes and models available for purchase by the public. The craft are used in compliance with all federal, state, and local laws and are not used in any way for routine patrol or surveillance of the public.

Rules of Use

[14 CFR Part 107 Small Unmanned Aircraft Systems](https://www.faa.gov/uas/public_safety_gov/) governs uses of drones. More information about the rules for public safety agencies can be found on the FAA website at https://www.faa.gov/uas/public_safety_gov/

The use of UAS is governed by Federal, State and local laws and regulations. The Federal Aviation Administration (FAA) governs all aircraft rules and regulations for flight within the US National Airspace, including UAS

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

All SSO UAS Pilots go through 40 hours of initial training prior to operating any UAS in the field. This training includes but is not limited to, Federal rules and regulations, State rules and regulations, SSO Policy, Flight training, and SSO Obtained FAA Authorizations

Ensuring Compliance

The Sheriff's Office uses a personnel, equipment and flight management system that alerts the administrators anytime a UAS exceeds standard operating procedures and when pilots are out of flight currency standards. The Federal Aviation Administration has authority to perform a compliance check of Sheriff's Office UAS Operations at any time and authority to revoke issued Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

PackBot 510

QUANTITY	5
LIFESPAN	10 Years
INITIAL COST	No cost. Acquired through the 1033 program
ANNUAL MAINTENANCE	\$500

Description

Manufacturer's Website: <https://www.flir.com/products/packbot/>

PackBot 510 is a man-transportable robot that performs bomb disposal, surveillance and reconnaissance, CBRN detection and HazMat handling operations. PackBot 510 easily climbs stairs and navigates narrow passages, relaying real-time video, audio and sensor data while the operator stays at a safer, standoff distance. The PackBot 510 manipulator lifts up to 44 lbs. (20 kg). PackBot 510 is deployable by one person in under two minutes. The robot stows neatly in vehicle, even fitting in a car's trunk.

Human-Transportable Deployable by one person in less than two minutes. PackBot 510 stows neatly in vehicle, even fitting in a car's trunk.

Mobile Climbs stairs, rolls over rubble and navigates narrow passages.

Powerful Multi-Sensor Capability Four color cameras with zoom and illumination. Supports an optional fifth camera with thermal capability.

Proposed Uses

EOD Robots are operated by trained members of the Bomb Squad to provide protection from suspected and known explosive hazards. They are also used in tactical support of special operations.

Rules of Use, Training, Ensuring Compliance

EOD Robot operators must complete FBI Hazardous Devices School and FBI Robotics School.

Remote Andros F6-A

QUANTITY	1
LIFESPAN	15 years
INITIAL COST	\$250,000
ANNUAL MAINTENANCE	\$3000

Description

Manufacturer's Website:

<https://www.army-technology.com/contractors/mines/northrop-remotec/>

This is a heavy-duty robot with stair climbing ability and an arm capable of lifting 65lbs. The F6A also offers multiple communications options, a chassis and manipulator that allow for accessories and tool combinations, and quick-release pneumatic wheels for rapid width reduction.

Proposed Uses

EOD Robots are operated by trained members of the Bomb Squad to provide protection from suspected and known explosive hazards. They are also used in tactical support of special operations.

Rules of Use

EOD robots are remotely-controlled unmanned machines that operate on the ground. They are utilized to enhance the safety of the community, officers and bomb technicians

Training and Compliance

EOD Robot operators must complete FBI Hazardous Devices School and FBI Robotics School.

Qinetic Dragon Runner Robot

QUANTITY	1
LIFESPAN	8-10 years
INITIAL COST	\$90,000
ANNUAL MAINTENANCE	\$500

Description

Manufacturer's Website:

<https://www.qinetiq.com/en-us/what-we-do/services-and-products/dragon-runner-small-and-compact-robot>

This is a compact robot platform that can be hand carried or transported inside a rucksack. It can be remotely operated from many hundreds of meters away, providing protection and safety to their operators.

Proposed Uses

EOD Robots are operated by trained members of the Bomb Squad to provide protection from suspected and known explosive hazards. They are also used in tactical support of special operations.

Rules of Use

EOD robots are remotely-controlled unmanned machines that operate on the ground. They are utilized to enhance the safety of the community, officers and bomb technicians.

Training and Compliance

EOD Robot operators must complete FBI Hazardous Devices School and FBI Robotics School.

Robotex Avatar Tactical Robot

QUANTITY	2
LIFESPAN	Until determined unusable
INITIAL COST	\$57,618.80
ANNUAL MAINTENANCE	As needed when items get damaged

Description

Manufacturer's Website: <https://robotex.com/products/avatar-tactical-robot/>

This tool enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations remotely.

Proposed Uses

Used to assist member of the SWAT team to bring a dangerous event to a safe resolution.

Rules for Use

G.O. 2/11 – Use of Force

Training and Compliance

Avatar Robot training for full-time and auxiliary SWAT officers includes lecture, familiarization, and driving.

Mine-resistant Ambush-Protected (MRAP) Vehicles or Armored Personnel Carriers

The Sacramento County Sheriff's Office (SSO) acquired the following prior to January 1, 2022.

- 1980 Dodge Armored Car
- Lenco Bearcat Model G2

1980 Dodge Armored Car "Peacekeeper"

VEHICLE NUMBER	SSD-348 S/N 50370
QUANTITY	1
LIFESPAN	10 years
INITIAL COST	Acquired from the Folsom Police Department free of charge
ANNUAL MAINTENANCE	\$1500

Description

Manufacturer's Website: Not available

The Peacekeeper is an armored vehicle built on a Dodge pickup truck frame. The purpose of the Peacekeeper armored vehicle is to provide ballistic protection to officers and citizens from gunfire. The armored vehicle stops rifle rated rounds including .50 caliber which is commercially available and beyond the protection level of shield and personal body armor possessed by the Sheriff's Office.

Protecting officers allows them to contain the suspect and reduce the immediacy of the threat while communicating and de-escalating as required per the Sheriff's Office General Orders. The Critical Incident Negotiations Team (CINT) operates from inside the armored vehicle during search warrant and emergency SWAT callouts where they communicate with the suspect and attempt to de-escalate.

Proposed Uses

Heavy vehicles are often deployed to provide static or mobile ballistic protection for Special Operations Division (SED) personnel and to facilitate the safe evacuation of civilians, police personnel, or others in danger. Heavy vehicles are also employed to push, pull, or breach an opening in order to gain a tactical advantage. When objects, such as vehicles, walls or other restrictions inhibit an approach or cause other tactical difficulties, heavy vehicles can be used to eliminate those restrictions and allow SED personnel to regain a tactical advantage. When rapid and unrestricted access is needed to gain entry to a structure and other means are not feasible, a heavy vehicle can be used to breach an opening. When an armed suspect occupies a structure, and other means of taking the suspect into custody have been exhausted or are not reasonably safe, a heavy vehicle with a mechanical arm can be used to dismantle the structure.

Rules of Use

The use of heavy vehicles to breach an opening, forcibly remove fortification, or dismantle a structure is an extraordinary tactic that requires close scrutiny and careful consideration of the potential hazards. Risks, such as damage to the structural integrity, dangers to all persons, or electrical hazards, must be weighed versus the benefits. Approval from the Tactical Commander shall be obtained for the breaching of a structure by an SED vehicle. If the fluidity of a dynamic situation precludes this approval process, the notification should be done as soon as possible.

Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The use of armored vehicles shall only be authorized by a watch commander based on the specific circumstances of a given critical incident. Critical incidents will involve actual, threatened, or suspected violence related to loss of life or other serious bodily injury. The watch commander shall ensure that the Special Weapons and Tactics (SWAT) commander is notified regarding the use of the armored vehicle as soon as is practical. The use of this equipment shall not be used in lieu of using SWAT, [Special Weapons and Tactics (S.W.A.T.) Team].

The armored vehicles will be secured and maintained by the SWAT team. Armored vehicles shall not be used for routine patrol or day-to-day operations.

Training

Peacekeeper training for full-time and auxiliary SWAT officers includes lecture, familiarization, and driving.

Lenco Bearcat Model G2

QUANTITY	2
LIFESPAN	10 years
INITIAL COST	\$244,062 for (2012 model), \$389,256 (2022 model)
ANNUAL MAINTENANCE	\$5000 fuel and \$8000 maintenance

Description

Manufacturer's Website: <https://www.lencoarmor.com/model/bearcat-g2-police-government/>

The Lenco Bearcat is an armored vehicle built on a Ford F550 frame and is manufactured for law enforcement purposes. The purpose of the Bearcat armored vehicle is to provide ballistic protection to officers and citizens from gunfire. The armored vehicle stops rifle rated rounds including .50 caliber which is commercially available and beyond the protection level of shield and personal body armor possessed by the department.

The Bearcat is deployed several times a week by SWAT personnel while serving high risk search warrants. It can and has been used by trained patrol personnel to rescue downed officers and citizens. The Bearcat has been struck by gunfire several times and protected the officers inside, behind it, and the community.

Protecting officers allows them to contain the suspect and reduce the immediacy of the threat while communicating and de-escalating as required per the department's General Orders. Critical Incident Negotiations Team (CINT) operate from inside the armored vehicles during search warrant and emergency SWAT callouts where they communicate with the suspect and attempt to de-escalate.

Proposed Uses

Used to assist member of the SWAT team to bring a dangerous event to a safe resolution. Factors for Bearcat deployment with SED may include, but are not limited to, type of crime, fortification, number of suspects, suspect's weaponry, or suspect's criminal history.

Rules for Use

G.O. 2/11

Heavy vehicles are deployed to provide static or mobile ballistic protection for SED personnel and to facilitate the safe evacuation of civilians, police personnel, or others in danger. Heavy vehicles are also employed to push, pull, or breach an opening in order to gain a tactical advantage. Heavy vehicles affixed with an extension bar can be used to forcibly defeat fortifications by pulling the fortification clear of the target structure, or pushing the fortification into the structure. When objects, such as vehicles, walls or other restrictions inhibit an approach or cause other tactical difficulties, heavy vehicles can be used to eliminate those restrictions and allow SED personnel to regain a tactical advantage. When rapid and unrestricted access is needed to gain entry to a structure and other means are not feasible, a heavy vehicle can be used to breach an opening. When an armed suspect occupies a structure and other means of taking the suspect into custody have been exhausted or are not reasonably safe, a heavy vehicle with a mechanical arm can be used to dismantle the structure.

The use of heavy vehicles to breach an opening, forcibly remove fortification, or dismantle a structure is an extraordinary tactic that requires close scrutiny and careful consideration of the potential hazards. Risks, such as damage to the structural integrity, dangers to all persons, or electrical hazards, must be weighed versus the benefits. Approval from the Tactical Commander shall be obtained for breaching of a structure by an SED vehicle. If the fluidity of a dynamic situation precludes this approval process, the notification should be done as soon as possible.

Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The use of armored vehicles shall only be authorized by a watch commander based on the specific circumstances of a given critical incident. Critical incidents will involve actual, threatened, or suspected violence related to loss of life or other serious bodily injury. The watch commander shall ensure that the Special Weapons and Tactics (SWAT) commander is notified regarding the use of the armored vehicle as soon as is practical. The use of this equipment shall not be used in lieu of using SWAT, [Special Weapons and Tactics (S.W.A.T.) Team].

The armored vehicles will be secured and maintained by the SWAT team. Armored vehicles shall not be used for routine patrol or day-to-day operations.

Training

Bearcat training for full-time and auxiliary SWAT officers includes lecture, familiarization, and driving.

High Mobility Multi-Purpose Wheeled Vehicles, 2.5-Ton Trucks, 5-Ton Trucks, or Wheeled Vehicles with an Attached Breaching or Entry Apparatus

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- 1985 AM General Corporation 5-Ton Dump Truck
- 1992 AM General Hummer H1
- 2001 AM General Hummer Humvee

1985 AM General Corporation 5-Ton Dump Truck

QUANTITY	1
LIFESPAN	10 years
INITIAL COST	No cost. Acquired through the 1033 program
ANNUAL MAINTENANCE	None

Description

Serial Number: C51901083

National Stock #2320-01-047875 Department Vehicle Number: SSD-181

The AM General 5-Ton Vehicle is a military piece of construction equipment. It is outfitted with a dump bed and is all wheel drive. The vehicle is not equipped with any weapons or weapon mounts nor is it intended to be deployed during any enforcement activity.

Proposed Uses

The intended purpose for this vehicle is to provide aid in incidents involving major flooding at or around the Rio Cosumnes Correctional Center.

Training

Operating this vehicle requires a Class B California Driver's License with an Air Brake Endorsement. All operators must utilize this vehicle in accordance with Sheriff's Office General Orders regarding vehicle operations.

Use/Deployment

This vehicle has never been deployed and the Sheriff's Office is currently in the process of eliminating it from the fleet.

1992 AM General Hummer H1

QUANTITY	1
LIFESPAN	Unknown
INITIAL COST	No cost. Acquired through 1033 Program
ANNUAL MAINTENANCE	\$2000

Description

1992 AM General HUMVEE VIN CA 957860

Miles 16,806.7 Department Vehicle Number: SSD-195

The YSU HUMVEE is a show vehicle that is deployed and operated by a team of deputies assigned to the Youth Services Unit. The onboard equipment is utilized by Sheriff's Deputies attracting the attention of the public while providing tools to interact with them to bridge the gap between law enforcement and the community.

The YSU HUMVEE is equipped with:

- Law Enforcement Radio Equipment to communicate with public safety entities in the region
- Audio Speaker
- Public address system
- Red and Blue exterior emergency response lighting
- White scene lighting/illumination
- Xbox game system
- Mounted televisions for multi-media use

Proposed Uses

The YSU HUMVEE is deployed during community events at schools, parks, churches, car shows and various other events as a static display. Additionally, the YSU HUMVEE is used for community parades.

Training

Operating the vehicle does not require any special operator permits or licenses. However, basic EVOC training is a minimum requirement. Additionally, drivers are given multiple behind-the-wheel lessons to acclimate themselves to driving this unique vehicle.

Using equipment associated to the YSU HUMVEE requires minimal familiarization training.

Rules for Use

The YSU HUMVEE does not need special approval prior to deployment. It is deployed from the Sheriff's headquarters and is not used for routine patrol or transportation.

2001 AM General Hummer Humvee

QUANTITY	1
LIFESPAN	Unknown
INITIAL COST	Acquired via 1033 program, no cost to the Sheriff's Office
ANNUAL MAINTENANCE	Ask K9

Description

HMMWV VIN: CA 949075 Control Number: 1028075

Miles: 22972 Department Vehicle Number: SSD-196

The High Mobility Multipurpose Wheeled Vehicle (HMMWV) is used as a community relations tool for the Sheriff's Canine Unit. The HMMWV has markings similar to a marked Sheriff's field services patrol vehicle, as well as an overhead light bar. However, the HMMWV is not used for any law enforcement related tasks. The HMMWV is brought out to community relations events when the canine unit is requested. Attendees of the community events are able to interact with members of the canine team and the HMMWV.

The High Mobility Multipurpose Wheeled Vehicle (HMMWV) is equipped with: Law Enforcement Radio Equipment to communicate with public safety entities in the region

Proposed Uses

The High Mobility Multipurpose Wheeled Vehicle (HMMWV) is only utilized at special community relations events when the canine unit is requested.

Training

Operating the vehicle does not require any special operator permits or licenses. However, basic EVOC training is a minimum requirement. Additionally, drivers are given multiple behind-the-wheel lessons to acclimate themselves to driving this unique vehicle.

Tracked Armored Vehicles that Provide Ballistic Protection to Occupants and Utilize a Tracked System for Forward Motion

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Rook Tactical Tractor (ROOK)

Rook Tactical Tractor (ROOK)

QUANTITY	1
LIFESPAN	10 years
INITIAL COST	\$315,518.65 (\$165,519 UASI grant \$149,999.65 paid with asset seizure funds)
ANNUAL MAINTENANCE	\$7000 for fuel and maintenance

Description

Manufacturer's Website: <https://therook.ringpower.com/>

The ROOK armored tractor is a heavy-duty industrial bobcat track operated tractor designed to transport personnel in or out of a tactical scene, as well as facilitate the movement of heavy items in or around a tactical scene, clear the area in and around a tactical scene, conduct the removal of fortifications, have the ability to introduce chemical agents into a structure, to conduct personnel or citizen movements, or aid in SED tactical actions via the armored platform attachment, to include civilian and officer rescue.

Proposed Uses

Factors for ROOK deployment with SED may include, but are not limited to, type of crime, fortification, number of suspects, suspect's weaponry, or suspect's criminal history.

The armored vehicle stops rifle rated rounds including .50 caliber which is commercially available and beyond the protection level of shield and personal body armor possessed by the department.

The ROOK has been deployed over a dozen times since its acquisition. It is often deployed by SWAT personnel while serving high risk search warrants. The ROOK has been struck by gunfire several times during high risk SWAT incidents and protected the officers inside, behind it, and the community.

Protecting officers allows them to contain the suspect and reduce the immediacy of the threat while communicating and de-escalating incidents. Critical Incident Negotiations Team (CINT) operate from inside the armored vehicles during search warrant and SWAT callouts where they communicate with the suspect and attempt to de-escalate.

Rules of Use

Heavy vehicles are deployed to provide static or mobile ballistic protection for SED personnel and to facilitate the safe evacuation of civilians, police personnel, or others in danger. Heavy vehicles are also employed to push, pull, or breach an opening in order to gain a tactical advantage. Heavy vehicles affixed with an extension bar can be used to forcibly defeat fortifications by pulling the fortification clear of the target structure, or pushing the fortification into the structure. When objects, such as vehicles, walls or other restrictions inhibit an approach or cause other tactical difficulties, heavy vehicles can be used to eliminate those restrictions and allow SED personnel to regain a tactical advantage. When rapid and

unrestricted access is needed to gain entry to a structure and other means are not feasible, a heavy vehicle can be used to breach an opening. When an armed suspect occupies a structure and other means of taking the suspect into custody have been exhausted or are not reasonably safe, a heavy vehicle with a mechanical arm can be used to dismantle the structure.

The use of heavy vehicles to breach an opening, forcibly remove fortification, or dismantle a structure is an extraordinary tactic that requires close scrutiny and careful consideration of the potential hazards. Risks, such as damage to the structural integrity, dangers to all persons, or electrical hazards, must be weighed versus the benefits. Approval from the Tactical Commander shall be obtained for breaching of a structure by an SED vehicle. If the fluidity of a dynamic situation precludes this approval process, the notification should be done as soon as possible.

Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The use of armored vehicles shall only be authorized by a watch commander based on the specific circumstances of a given critical incident. Critical incidents will involve actual, threatened, or suspected violence related to loss of life or other serious bodily injury. The watch commander shall ensure that the Special Weapons and Tactics (SWAT) commander is notified regarding the use of the armored vehicle as soon as is practical. The use of this equipment shall not be used in lieu of using SWAT, [Special Weapons and Tactics (S.W.A.T.) Team].

The ROOK is a high-level, armored vehicle specially designed to house and transport SED, CINT, and TEMS personnel during a tactical operation. The ROOK may be deployed as a transport vehicle, to provide static or mobile ballistic protection, and therefore facilitate the safe evacuation of citizens, police, etc.

All SED specialty vehicles shall be stored inside the Special Operations Division / Air Operations Hangar when not in use, or as directed by the Tactical Commander or SED Team Leaders.

Training

ROOK training for full-time and auxiliary SWAT officers includes lecture, familiarization, and driving.

Command and Control Vehicles Built or Modified to Facilitate Operational Control and Direction of Public Safety Units

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Mobile Boking/ Mobile Command Trailer
- NOMAD TCV

Mobile Booking/Mobile Command Vehicle

QUANTITY	1
LIFESPAN	Depends on use. Currently this vehicle is used infrequently.
INITIAL COST	No cost. Acquired through the 1033 program
ANNUAL MAINTENANCE	Depends on Use

Description

Manufacturer's Website: Not available

2008 Wabash 53' Trailer

Department Vehicle 660-272 – VIN 1JJV532W98L093564

Proposed Uses

This mobile command vehicle supports field personnel by providing mobile on-site platforms for command, control, and communications during terrorist attacks, natural disasters, national security events, and other similar occurrences. This vehicle also facilitates mobile booking for incidents that may involve mass arrests. Other uses include pre-planned or significant events, which require on-site planning and incident command personnel. This vehicle may be used to facilitate shelter for planning personnel during inclement weather.

Rules of Use/Deployment

This vehicle is only deployed at the direction of the Special Operations Commander or Sheriff's Office Fleet Manager. Due to its size, this vehicle is deployed by drivers who receive vehicle training in accordance with the California Department of Motor Vehicles and only those who are appropriately licensed.

Training

This vehicle required no POST mandated training. All drivers attend the appropriate training for operation in accordance with the California Department of Motor Vehicles.

NOMAD Tactical Communications Vehicle (TCV)

QUANTITY	1
LIFESPAN	Unknown
INITIAL COST	\$479,455.58
ANNUAL MAINTENANCE	\$1500

Description

2017 Ford 450 XLT

Department Vehicle Number: SSD-336 -- VIN 1FDUF4HT3HED71959

The NOMAD TCV is a mobile communications vehicle that is deployed and operated by a team of "Tactical Dispatchers" assigned to a Command Post environment. The onboard equipment is utilized by Sheriff's Dispatchers allowing them to perform their duties in the field with direct contact to Command Staff.

The NOMAD TCV is equipped with:

- Law Enforcement Radio Equipment to communicate with public safety entities in the region
- Sheriff's Dispatch Software and Map/GIS software
- Cellular and satellite internet connectivity
- Satellite and Terrestrial TV
- Command Post scene lighting/illumination
- CCTV for Command Post scene security
- Exterior mounted televisions for multi-media presentation

Proposed Uses

The NOMAD Tactical Communications Vehicle (TCV) is deployed during major incidents that require a Tactical Dispatcher at an existing Command Post. Examples: Barricaded subject, Officer involved shootings, Natural disasters, Terrorist attacks, Mass evacuations, Civil unrest, Planned public events with high attendance, National security events such as Presidential visits.

Rules of Use/Deployment

The NOMAD is only deployed with approval of the Special Operations Commander and/or the Sheriff's Fleet Manager. Any use outside the typical Command Post environment requires pre-approval. The NOMAD is deployed from the Sheriff's Communications Center and is not used for routine patrol or transportation.

Training

Operating the vehicle does not require any special operator permits or licenses. However, basic EVOC training is a minimum requirement. Additionally, drivers are given multiple behind-the-wheel lessons to acclimate themselves to driving this unique vehicle. Using equipment associated to the NOMAD TCV requires extensive technical training. The complex computer software and radio equipment requires multiple training sessions.

Weaponized Aircraft, Vessels, or Vehicles

The Sacramento County Sheriff's Office currently has no weaponized aircraft, vessels, or vehicles as defined.

Battering Rams, Slugs, and Breaching Apparatuses that are Explosive in Nature

Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Detonating cord
- Blasting Cap

Detonating Cord

QUANTITY	750 Feet
LIFESPAN	Depending on usage
INITIAL COST	\$1 per foot
ANNUAL MAINTENANCE	Not applicable

Description

The following explosive breaching components can be used by Bomb Technicians and specially trained SWAT personnel to craft a breaching charge to safely gain entry to a structure.

Detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.

Proposed Uses

Explosive breaching may be used to safely gain entry to a structure during tactical operations.

Rules of Use, Training, Compliance

Explosive Breaching requires an FBI certified Bomb Technician who has also completed a departmentally approved Explosive Breaching Course. Explosive Breaching may only occur with authorization of the Incident Commander or SWAT Commander.

Blasting Cap

QUANTITY	50
LIFESPAN	Consumable products with an expected shelf life of 10 years
INITIAL COST	\$12/unit
ANNUAL MAINTENANCE	Not applicable

Description

A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.

Proposed Uses

Explosive breaching may be used to safely gain entry to a structure during tactical operations.

Rules of Use, Training, Compliance

Explosive Breaching requires an FBI certified Bomb Technician who has also completed a departmentally approved Explosive Breaching Course. Explosive Breaching may only occur with authorization of the Incident Commander or SWAT Commander.

Firearms of .50 Caliber or Greater

*Standard issue shotguns and standard issue shotgun ammunition
are excluded from this subdivision.*

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- SEEKINS SP-10M .308 Caliber Rifle
- Sig Sauer 716G2
- Precision .50 Caliber Rifle

PRECISION .308 CALIBER RIFLES

Precision .308 caliber rifles are semi-automatic shoulder-fired long guns that use .308 caliber cartridges. The .308 cartridge is heavier than the 5.56/223 round used in standard Sheriff's Office patrol rifles. It may be used when there is potential to engage targets beyond the range of standard patrol rifles. The Sacramento Sheriff's Office currently deploys the following makes and models of precision .308 caliber rifles.

The SSO Range Unit maintains the following inventory of precision .308 caliber rifles.

SEEKINS SP-10M

QUANTITY	8
LIFESPAN	5 Years
INITIAL COST	\$5,000
ANNUAL MAINTENANCE	\$250

Description

Capabilities: Range 0-550 Yards.

This rifle is issued to specially trained SWAT personnel and is used to provide over watch during special operations and to address targets that may be behind barricades, wearing heavy armor, or beyond the range of standard patrol rifles.

Proposed Uses

Seekins SP-10M rifles are issued to specially trained SWAT team members.

Rules of Use, Training & Compliance

Seekins SP-10M rifles are issued to specially trained SWAT team members who must complete a POST approved Tactical Rifle Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following:

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force

Sig Sauer 716G2

QUANTITY	16
LIFESPAN	15 Years
INITIAL COST	\$1500/unit
ANNUAL MAINTENANCE	\$75/unit

Description

This rifle is issued to authorized personnel assigned the Sheriff's Folsom Dam Bureau and is used to address targets that may be behind barricades, wearing heavy armor, or beyond the range of standard patrol rifles. This weapon complies with the special requirements of SSO's contract with the U.S. Bureau of Reclamation to provide infrastructure security to Folsom Dam.

Proposed Uses

Sig Sauer 716G2 rifles are issued to trained and designated members of the Folsom Dam Security Bureau.

Rules of Use, Training and Compliance

SSO personnel must complete a POST approved Tactical Rifle Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following;

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force

Precision .50 Caliber Rifle

QUANTITY	1
LIFESPAN	5 Years
INITIAL COST	\$5000
ANNUAL MAINTENANCE	\$250

Description

Manufacturer's Website: <https://barrett.net/products/firearms/model-82a1/>

The Barrett M82A1 precision .50 caliber rifle fires a heavier round than the patrol rifle or precision .308 rifle. It is utilized when there is a potential need to engage an armored target further away than the capabilities of other issued rifles or to engage a target behind a heavy barrier such as thick metal.

Capabilities: Range 0-1000 Yards.

Proposed Uses

This weapon is utilized only by specially trained SWAT team members.

Rules of Use, Training, Compliance

Designated SWAT personnel must complete a POST approved Tactical Rifle Course, maintain departmentally required biannual qualifications, comply with departmental orders including but not limited to the following:

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force

Ammunition of .50 Caliber or Greater

Standard issue shotgun ammunition is excluded from this subdivision.

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Federal 9mm Luger 147 Grain HST Duty Ammunition
- Hornady TAP ELD- Match 168 Grain AR Sniper .308 Duty Ammunition
- Hornady TAP ELD- Match 168 Grain Heavy Barrier Sniper .308 Duty Ammunition
- Hornady A-Max Match 750 Grain 50 BMG Ammunition

Federal 9mm Luger 147 Grain HST Duty Ammunition

QUANTITY	
LIFESPAN	Until expired
INITIAL COST	
ANNUAL MAINTENANCE	

Description

Item is controlled by SSO Range Staff

This 9mm ammo load features nickel plated brass casings and non-corrosive primers. A specially designed hollow-point tip won't plug while passing through a variety of barriers and this bullet holds its jacket in the toughest conditions.

MPN	P9HST2
UPC	029465094447
Manufacturer	FEDERAL AMMO
Caliber	9MM LUGER AMMO
Bullet Type	Jacketed Hollow Point
Muzzle Velocity	1000 fps
Muzzle Energy	326 ft. lbs.
Primer	Boxer
Casing	Nickel Plated Brass Casing
Ammo Rating	Self-Defense and Personal Protection 9mm Luger Ammo

Hornady TAP ELD- Match 168 Grain AR Sniper .308 Duty Ammunition

QUANTITY	20,000 rounds
LIFESPAN	Until Expired
INITIAL COST	\$1.05/round
ANNUAL MAINTENANCE	Replacement as used

Description

SED stores approximately 1000 rounds.

Designed specifically for the 308 AR-10 platform and its variants, the resilient tip of the ELD Match bullet aids in reliable feed and function, and the propellant is specifically tailored to efficiently operate in the AR-10. The 168-gr. tip delivers excellent performance and features a resilient, heat resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target.

Hornady TAP ELD- Match 168 Grain Heavy Barrier Sniper .308 Duty Ammunition

QUANTITY	5000 Rounds
LIFESPAN	Until expired
INITIAL COST	\$1.52/round
ANNUAL MAINTENANCE	Replacement as used

Description

SED stores approximately 200 rounds.

The bullet penetrates heavy barriers such as 1-inch laminated glass with exceptional weight retention while still delivering superior performance.

Hornady A-Max Match 750 Grain 50 BMG Ammunition

QUANTITY	1000 rounds
LIFESPAN	Until expired
INITIAL COST	\$8.99/round
ANNUAL MAINTENANCE	

Description

This ammunition is used with the Barrett M82A1 precision .50 caliber rifle. The Barrett M82A1 fires a heavier round than the patrol rifle or precision .308 rifle. It is utilized when there is a potential need to engage an armored target further away than the capabilities of other issued rifles or to engage a target behind a heavy barrier such as thick metal.

Capabilities: Range 0-1000 Yards.

Proposed Use

All the ammunition listed above is used to effectively engage targets that present an immediate danger to civilian and officer safety. This ammunition allows those threats to be engaged from a greater distance.

Specialized Firearms and Ammunition of Less Than .50 caliber

Includes assault weapons as defined in Sections 30510 and 30515 of the Penal Code.

This subdivision specifically excludes standard issue service weapons and ammunition of less than .50 caliber issued to officers, agents, or employees of a law enforcement agency or a state agency.

The Sacramento County Sheriff's Office (SSO) acquired the following prior to January 1, 2022.

- Colt LE6946CQB
- Daniel Defense DDM4
- Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle Round

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Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

CARBINE RIFLES

Description: The Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances. The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic and selective fire.

Type and Quantity: The SSO Range Unit maintains the following inventory of carbine rifles.

Colt LE6946CQB

QUANTITY	26
LIFESPAN	20 years
INITIAL COST	\$2067/unit
ANNUAL MAINTENANCE	\$250/unit

Description

Manufacturer's Website: <https://www.armalite.com/Armalite/Home>

Proposed Uses

This rifle is issued to specially trained SWAT personnel.

Capabilities: Range 0-250 Yards.

Rules of Use, Training and Compliance

Colt LE6946CQB rifles are issued to specially trained SWAT team members who must complete a POST approved Tactical Rifle Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following:

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force

Daniel Defense DDM4

QUANTITY	18
LIFESPAN	20 years
INITIAL COST	\$1775/unit
ANNUAL MAINTENANCE	\$250/unit

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ATTACHMENT 4

Military Equipment Inventory

DescriptionManufacturer's Website: <https://danieldefense.com/ddm4-v7.html>**Proposed Uses**

This rifle is issued to specially trained SWAT personnel.

Capabilities: Range 0-250 Yards.

Rules of Use, Training and Compliance

Daniel Defense DDM4 V7 rifles are issued to specially trained SWAT team members who must complete a POST approved Tactical Rifle Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following:

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force

Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle Round

QUANTITY	2000 cases
LIFESPAN	
INITIAL COST	\$223 per case of 500
ANNUAL MAINTENANCE	Replenishment as needed

DescriptionManufacturer's Website: <https://www.speer.com/>

Remington ammo made by Speer is reloadable, features nickel plated brass cases and Boxer primers and this is a non-corrosive round.

Any Firearm or Firearm Accessory that is Designed to Launch Explosive Projectiles

The Sacramento County Sheriff's Office currently has no firearms or firearm accessories that are designed to launch explosive projectiles.

“Flashbang” Grenades and Explosive Breaching Tools, “Tear Gas,” and “Pepper Balls”

Standard, service-issued handheld pepper spray is excluded from this subdivision.

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- CTS 7290M Mini Flash-Bang (Diversionary Device)
- CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS (Model 4330)
- CTS Pyro CS Grenade - Baffled (Model 5230B)
- CTS Pyro CS Grenade (Model 5230)
- CTS Pyro CS Grenade (Model 8230)
- CTS OC Vapor Aerosol Grenade (Model 6340)
- CTS CS Vapor Aerosol Grenade (Model 6330)
- CTS OC/CS Vapor Aerosol Grenade (Model 6343)
- CTS CS Expulsion Grenade (Model 5430)
- CTS OC Expulsion Grenade (Model 5440)
- CTS CS Jet-Lite Rubber Handball Grenade (Model 9230)
- Defense Technology CS Handball Grenade (Model 1092)
- Defense Technology CS Barricade Penetrator (Model 2262)
- Defense Technology First Defense 1.3% MK-9 Fogger OC Aerosol (Model 43953)
- Defense Technology First Defense 1.3% MK-9 Stream OC Aerosol (Model 56895)
- CTS Sting-Ball Grenade (Model 9590)
- CTS Sting-Ball Grenade with CS Agent (Model 9593)
- CTS CS Tear-Ball Grenade (Model 9430)
- CTS Triple Phaser CS Smoke Grenade (Model 5231)
- CTS White Smoke Grenade (Model 6210)
- Pepper Ball VKS Launcher and Ammunition
- Pepper Ball VXR Live-X Projectile

Rules of Use for Chemical Agents

This section describes the many different forms of chemical agents. This information applies to all of the items in this category.

When dealing with tactical situations, it frequently becomes necessary for us to use chemical agents to encourage people to surrender to our authority. Several SWAT operators are cross trained as chemical agent instructors to provide them with the expertise to properly deploy chemical agents. It is not necessary to be a chemical agent instructor to use these munitions.

General Rules (deploying chemical agents into a building).**A. Chemical agent plan**

1. Preferably chemical agent instructor conducts a scout of the building
2. If possible, conduct a walk-through of a similar house nearby. This is frequently possible in tract neighborhoods
3. Identify cover officers
4. Identify the number of launchers to be used
5. Identify areas to deploy agent from and what type of munitions you will deploy from that location
6. Determine sequence you want to deploy gas in
 - i. You may want to deploy gas on one side of house before another
 - ii. Work systematically to deny areas to the suspect and to push them where you want them to go
7. Present the plan to the team leader and IC
 - i. Plans should be consistent with LCT50 concentration levels
 - ii. The goal of the gas plan is to force the suspect out, so use appropriate amount of agent to accomplish this goal
 - iii. Explain the plan, deployment locations, sequence and reasons for the munitions and amounts

CTS 7290M Mini Flash-Bang (Diversionary Device)

QUANTITY	480
LIFESPAN	Until used
INITIAL COST	\$39/unit
ANNUAL MAINTENANCE	\$1500

Description

The reason to use this device is to produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Proposed Uses

Flash-Bang devices are used during training and tactical events when a diversion or distraction are believed to be an effective tool to bring an event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT personnel receive training internally when they transfer to the unit as well as POST certified in-class training. Additional training will be completed annually to re-certify members of the SWAT team in the use and deployment of the Flash-Bang devices. Non-SWAT personnel attend a POST certified class in the use and deployment of the Flash-Bang device.

**CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS
(Model 4330)**

QUANTITY	250
LIFESPAN	5 years
INITIAL COST	\$33/unit
ANNUAL MAINTENANCE	\$1500

Description

Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Pyro CS Grenade - Baffled (Model 5230B)

QUANTITY	225
LIFESPAN	5 years
INITIAL COST	\$51/unit
ANNUAL MAINTENANCE	\$2500

Description

The CS Pyro Grenade is a compact, chemical agent device that provides safe expulsion with minimal risk of fire. It is safe to use inside of a residence. This grenade is 6.2 in. by 2.6 in. and delivers approximately 25 grams of active agent during its 20-40 second discharge time.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Pyro CS Grenade (Model 5230)

QUANTITY	245
LIFESPAN	5 Years
INITIAL COST	\$53/unit
ANNUAL MAINTENANCE	\$2500

Description

The CS Pyro Grenade is a compact, chemical agent device that provides safe expulsion with minimal risk of fire. It is safe to use inside of a residence. This grenade is 6.2 in. by 2.6 in. and delivers approximately 100 grams of active agent during its 20-40 second discharge time.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Pyro CS Grenade (Model 8230)

QUANTITY	175
LIFESPAN	5 Years
INITIAL COST	\$35/unit
ANNUAL MAINTENANCE	\$2000

Description

The CS Pyro Grenade mini is a compact, chemical agent device that provides safe expulsion with minimal risk of fire. It is safe to use inside of a residence. This grenade is 4.9 in. by 1.4 in. and delivers approximately 25 grams of active agent during its 20-40 second discharge time.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS OC Vapor Aerosol Grenade (Model 6340)

QUANTITY	150
LIFESPAN	5 Years
INITIAL COST	\$52/unit
ANNUAL MAINTENANCE	\$1500

Description

The CTS OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor-use in confined areas and, once deployed, inflames the mucous membranes and

exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic, yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS CS Vapor Aerosol Grenade (Model 6330)

QUANTITY	150
LIFESPAN	5 Years
INITIAL COST	\$51/unit
ANNUAL MAINTENANCE	\$1500

Description

The CTS CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of CS in a powerful mist. A unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS OC/CS Vapor Aerosol Grenade (Model 6343)

QUANTITY	130
LIFESPAN	5 Years
INITIAL COST	\$55.80/unit
ANNUAL MAINTENANCE	\$1000

Description

The CTS OC/CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of CS and OC chemicals agents in a powerful mist. A unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS CS Expulsion Grenade (Model 5430)

QUANTITY	95
LIFESPAN	5 Years
INITIAL COST	\$59.90/unit
ANNUAL MAINTENANCE	\$1000

Description

The CTS CS Expulsion Grenade is for law enforcement and corrections use to deliver a high concentration of CS chemical agent in a powder payload. Provides best results when used indoors.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

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Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS OC Expulsion Grenade (Model 5440)

QUANTITY	80
LIFESPAN	5 Years
INITIAL COST	\$59.90/unit
ANNUAL MAINTENANCE	\$1000

Description

The CTS OC Expulsion Grenade is for law enforcement and corrections use to deliver a high concentration of OC chemical agent in a powder payload. Provides best results when used indoors.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS CS Jet-Lite Rubber Handball Grenade (Model 9230)

QUANTITY	25
LIFESPAN	5 Years
INITIAL COST	\$35.47/unit
ANNUAL MAINTENANCE	\$750

Description

The 9230 CS Jet-Lite Rubber Ball Grenade is one of the smaller diameters burning grenades that discharges a high volume of chemical agents through multiple emission ports. Specifically for outdoor use and should not be deployed from rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

Defense Technology CS Han-ball Grenade (Model 1092)

QUANTITY	58
LIFESPAN	5 Years
INITIAL COST	\$56.45/unit
ANNUAL MAINTENANCE	\$750

Description

This CS Grenade expels its agent in approximately 10-25 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 0.29 oz. of active agent. The grenade is a fast burning, high volume continuous discharge grenade.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

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Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

Defense Technology CS Barricade Penetrator (Model 2262)

QUANTITY	58
LIFESPAN	5 Years
INITIAL COST	\$27.00/unit
ANNUAL MAINTENANCE	\$500

Description

Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

Defense Technology First Defense 1.3% MK-9 Fogger OC Aerosol (Model 43953)

QUANTITY	50
LIFESPAN	5 Years
INITIAL COST	\$58.50/unit
ANNUAL MAINTENANCE	\$1500

Description

This tool is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a cone or fogger delivery method providing a wide spray pattern for easier target acquisition.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

Defense Technology First Defense 1.3% MK-9 Stream OC Aerosol (Model 56895)

QUANTITY	50
LIFESPAN	5 Years
INITIAL COST	\$59.10/unit
ANNUAL MAINTENANCE	\$1500

Description

This tool is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.

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Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Sting-Ball Grenade (Model 9590)

QUANTITY	75
LIFESPAN	5 Years
INITIAL COST	\$65.30/unit
ANNUAL MAINTENANCE	\$1000

Description

Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Sting-Ball Grenade with CS Agent (Model 9593)

QUANTITY	70
LIFESPAN	5 Years
INITIAL COST	\$68.30/unit
ANNUAL MAINTENANCE	\$1000

Description

Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Device is configured to dispense an instantaneous cloud of CS irritant powder.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS CS Tear-Ball Grenade (Model 9430)

QUANTITY	50
LIFESPAN	5 Years
INITIAL COST	\$63.30/unit
ANNUAL MAINTENANCE	\$750

Description

Tear Ball Grenades are explosive "rubber-ball" style grenades that upon initiation eject a powder agent of CS, CN, OC or talc into a radius surrounding the device. Tear Balls are primarily used for crowd control in indoor and outdoor situations.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

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ATTACHMENT 4

Military Equipment Inventory

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS Triple Phaser CS Smoke Grenade (Model 5231)

QUANTITY	65
LIFESPAN	5 Years
INITIAL COST	\$64.60/unit
ANNUAL MAINTENANCE	\$1000

Description

CS Triple Phaser canister grenade is a large diameter grenade consisting of 3 separate aluminum canisters pressed together with separate charges between each canister. When deployed, the grenade will separate over a broad space to give a wider area of coverage. Can be launched or thrown.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

CTS White Smoke Grenade (Model 6210)

QUANTITY	50
LIFESPAN	5 Years
INITIAL COST	\$50.25/unit
ANNUAL MAINTENANCE	\$750

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Military Equipment Inventory

Description

White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone.

Proposed Uses

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution.

Rules of Use

Operations Orders 2/04 and 2/05

Training and Compliance

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors. Non-SWAT personnel attend a POST certified class in the use and deployment of the above-mentioned device.

Pepper Ball VKS Launcher

QUANTITY	8
LIFESPAN	20 Years
INITIAL COST	\$850/unit
ANNUAL MAINTENANCE	\$100

Description

The Pepper Ball launcher is a carbon dioxide (CO₂) powered device designed to fire non-lethal Pepper Ball projectiles. They may be used in crowd control and Mobile Field Force situations to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Type: The SSO Range Unit maintains an inventory of 8 Pepper Ball VKS Launchers. These launchers are not classified as firearms are described as non-lethal by the manufacturer.

Capabilities: Pepper ball launchers are designed to deliver less lethal Pepper Ball projectiles for the purpose of incapacitating, immobilizing, or stunning a human being through the infliction of a less than lethal impairment of physical condition, function, or senses, including physical pain or discomfort. This device provides officers with an additional less than lethal option when attempting to bring a dangerous and unlawful incident under control. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

Proposed Uses

Pepper Ball launchers may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments.

ITEM 16.4.

Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

Rules of Use, Training and Compliance

SSO personnel must complete a POST approved Less Lethal Weapon/Munitions MFF Course, maintain departmentally required qualifications, and comply with departmental orders including but not limited to the following;

G.O. 2/08 Use of Oleoresin Capsicum (O.C.)

G.O. 2/11 Use of Force

G.O. 2/15 Less Lethal Force Weapons

Pepper Ball VXR Live-X Projectile

QUANTITY	12,000
LIFESPAN	Until expired
INITIAL COST	\$3/unit
ANNUAL MAINTENANCE	Replacement as used

Description

The VXR Live-X Projectile is a non-lethal round. The projectile contains approximately 10x the PAVA of the VXR LIVE projectile. This projectile is best for direct impact or area saturation. Discharged from a Pepper Ball Launcher, the projectile has a velocity of 280-425 FPS. The projectile has a direct impact of 150ft and an area of saturation of 390+ft. The projectile contains 2.5% PAVA powder.

Uses, Training, Compliance As described for Pepper ball launcher above

TASER® Shockwave, Microwave Weapons, Water Cannon, and Long-Range Acoustic Device (LRAD)

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Long Range Acoustic Device (LRAD) 100X
- American Tech LRAD 1000

LRAD Long Range Acoustical Device D100X

QUANTITY	4
LIFESPAN	10 years
INITIAL COST	All 4 devices purchased as a bundle in 2012 for \$65,822.36
ANNUAL MAINTENANCE	\$100

Description

Manufacturer's Website: <https://genasys.com/lrad-solutions/law-enforcement/>

LRAD systems ensure law enforcement's warning commands, and instructions are clearly heard and understood, beyond the capabilities of a patrol vehicle public address system.

Proposed Uses

The LRAD is a communication device that allows the user to focus a broadcast at a specific person, group, structure, or area similar to how a spotlight focuses light when compared to a flood light. LRAD voice broadcast systems are louder and significantly more intelligible than bullhorns and vehicle PA systems. LRAD systems ensure law enforcement's warning, commands, and instructions are clearly heard and understood.

The LRAD is used on a weekly basis in the service of high-risk search warrants where Critical Incident Negotiations Team (CINT) members call the occupants out of a residence. This use of de-escalation lessens the chance of a force on force encounter between a suspect, officer, and citizens.

The LRAD is also used during protests activities to give warnings prior to arrest and to give instructions on avenues of egress prior to any arrests as required by section 726 of the Penal Code.

The LRAD can also be used in the event of a civil disaster such as a flood or fire to ensure that citizens are notified of potential harm.

Capabilities: 140 decibels max range 600m

Rules of Use

The Sacramento County Sheriff's Office may deploy and use the LRAD to maximize the safety of all individuals involved in an incident.

DEFINITION – Long Range Acoustical Device (LRAD) - A high intensity directional acoustical array for long range, crystal clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

B. GENERAL

The LRAD shall only be used by officers trained in its deployment and used in a manner consistent with Department policy and training.

C. COMMUNICATION

The LRAD may be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of a. Civil emergencies. b. Natural disasters. c. Evacuations. d. Police incidents (e.g., missing persons, perimeters for wanted suspects, K9 deployments, etc.).

The LRAD device may be used by law enforcement negotiators to initiate contact with a subject when other forms of communications are not practical or not working.

D. WARNING DETERRENT ZONE

1. The LRAD tone function is a safe deterrent for use against hostile crowds or individuals.
2. The tone function shall only be used when authorized by an incident supervisor. The Marine Unit may utilize the warning tone at the discretion of the patrol boat operators to gain attention and compliance on the region's waterways.
3. When authorized for use in the field, the tone function may be used a. In short durations. b. To gain immediate attention of persons, vessels or other vehicles. c. As a distraction. d. As needed during SWAT operations. e. For other reasons determined by the incident commander.
4. All officers in the immediate proximity of the LRAD for a prolonged period of time should wear ear protection. 5. Advance notification should be provided to perimeter officers prior to activating the warning tone.

Training:

SWAT, Marine, and CINT personnel are trained in its usage by their respective units.

American Tech LRAD 1000X

QUANTITY	2
LIFESPAN	Purchased in 2008
INITIAL COST	\$41,785/unit
ANNUAL MAINTENANCE	

Description

Manufacturer's Website: <https://genasys.com/lrad-solutions/maritime-safety/>

The LRAD 1000X provides powerful broadcasts that achieve maximum sound projection and penetration beyond 3,000 meters. The extended frequency range of the LRAD-X ensures voice commands will be clearly understood.

Proposed Uses

These large LRAD devices are mounted atop Folsom Dam. They are used by Folsom Dam Bureau law enforcement personnel to communicate with boaters on the lake and visitors on the shore.

Training

Folsom Dam Bureau personnel are trained in its usage by their respective units.

Ensuring Compliance

Projectile Launch Platforms and Their Associated Munitions

*Includes 40mm projectile launchers, "bean bag," rubber bullet,
and specialty impact munition (SIM) weapons*

The Sacramento County Sheriff's Office acquired the following prior to January 1, 2022.

- Remington 870 Less Lethal Shotgun
- 40 MM Single Launchers
- 40 MM Multi- Launchers

Remington 870 Less Lethal Shotgun

QUANTITY	587
LIFESPAN	25 Years
INITIAL COST	\$750/unit
ANNUAL MAINTENANCE	\$50

Description

Less lethal shotguns are shoulder fired weapons deployed by trained sheriff's personnel to provide a less lethal option during encounters where lethal force is either not justified or desirable. These weapons are outfitted with and orange colored stock and forearm to distinguish them from lethal weapons.

Capabilities: This weapon system has an effective range of 5-75 feet. It fires a less lethal 12-gauge Super-Sock Beanbag Round. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

Proposed Uses

Less Lethal Shotguns are issued trained sheriff's personnel for field deployment.

Rules of Use, Training and Compliance

SSO personnel must complete a POST approved Less Lethal Weapon/Munitions Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following:

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms
- G.O. 2/11 Use of Force
- G.O. 2/15 Less Lethal Force Weapons

Less Lethal Shotgun Ammunition (Beanbag)

QUANTITY	50,000
LIFESPAN	Until expired
INITIAL COST	\$5.25/unit
ANNUAL MAINTENANCE	Replacement as used

Description

A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

40MM LAUNCHERS

Description and Use: 40mm launchers are shoulder fired weapon systems used by authorized sheriff's personnel to deploy Exact Impact 40mm Sponge Rounds, Direct Impact 40mm Inert Crushable Foam Rounds, and Direct Impact 40mm OC Crushable Foam Rounds. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

40mm launchers are also used by members of the SWAT team who have been trained in the deployment and use of chemical agents. This system allows the deployment of chemical agents into structures, vehicles, and areas occupied by a barricaded subject to force them out to a custody team and limit the likelihood of force on force encounters between officers and a suspect.

The 40mm launcher is also used in crowd and riot control situations to deploy chemical agents, smoke, and Aerial Distraction Devices.

40 MM Single Launchers

QUANTITY	45
LIFESPAN	10 Years
INITIAL COST	\$984
ANNUAL MAINTENANCE	\$100

Description

The SSO Range Unit maintains the following inventory of 40mm single launchers. These 40mm single launchers have the capacity to hold a single 40mm round. They all have the same features including a rifled barrel, top break action, and double action trigger.

- Defense Technology #1325 Single Launcher
- Defense Technology #1327 Single Launcher
- Defense Technology #1425 Single Launcher
- Penn Arms GL1-40

Rules of Use, Training and Compliance

SSO personnel must complete a POST approved Less Lethal Weapon/Munitions Course, maintain departmentally required biannual qualifications, and comply with departmental orders including but not limited to the following;

- G.O. 2/01 Authorized Firearms and Ammunition
- G.O. 2/03 Firearms Training and Qualification
- G.O. 2/05 Use of Firearms
- G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms

ITEM 16.4.

Sacramento County Sheriff's Office

ATTACHMENT 4

Military Equipment Inventory

G.O. 2/11 Use of Force

G.O. 2/15 Less Lethal Force Weapons

40 MM Multi-Launchers

QUANTITY	1
LIFESPAN	10 Years
INITIAL COST	\$3300
ANNUAL MAINTENANCE	\$100

Description

The SSO Range Unit maintains the following inventory of 40mm multi launchers. The 40mm multi launcher has the capacity to hold six 40mm rounds instead of one. The multi launcher allows SWAT members to deploy gas faster than standing and reloading which can expose them to gunfire and other hazards. It also allows for faster follow up shots in crowd and riot control situations because the officers are not spending as much time reloading.

- Penn Arms PGL65

Proposed Uses

40mm multi launchers are assigned to the SWAT team for deployment of chemical agents. The 40mm multi launcher is assigned to trained SWAT team members.

Rules for use:

G.O. 2/01 – Authorized Firearms and Ammunition

G.O. 2/02 - Firearms Training & Qualifications

G.O. 2/03 - Firearms Training & Qualifications Special Weapon Training

G.O. 2/09 - Purchase, Issuance of Departmentally Owned Firearms

G.O. 2/11 - Use of Force Policy

G.O. 2/15 – Less Lethal Weapons

Training and Compliance

SWAT personnel receive additional training internally when they transfer to the unit. SWAT personnel are trained to deploy chemical agents and Aerial Distraction Devices by SWAT personnel who are POST certified Chemical Agent Instructors.

Less Lethal Ammunition (Multi-Launcher)

40MM EXACT IMPACT SPONGE (BLUE TIP), cost: \$27.83, quantity: 2,500.

A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than 5 feet and as far as 131 feet from the target.

40MM DIRECT IMPACT OC (ORANGE TIP), cost: \$29.40, quantity: 2,500.

A less lethal 40mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 305 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs. of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five feet and as far as 120 feet from the target.

40MM DIRECT IMPACT (BLACK TIP), cost: \$27.83, quantity: 2,500.

A less lethal 40mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 305 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs. of energy upon impact. The 40mm Direct Impact Round provides accurate and effective performance when fired from the approved distance of not less than 5 feet and as far as 120 feet from the target.

Sacramento County Sheriff's Office
Sacramento, California USA



AB 481 “Military Equipment” versus “1033 Program”

The “Military Equipment Inventory” document, published by the Sacramento County Sheriff’s Office, contains an itemization of the equipment utilized by the office, which falls under the requirements of Assembly Bill 481. The table of contents that precedes the itemization is taken directly from the language of AB 481, Section 7070. Although an item may be listed in this table of contents, the Sacramento Sheriff’s Office may not necessarily be in possession of those items. Those items specifically utilized by the Sacramento Sheriff’s Office will be detailed in the body of the inventory.

The “Military Equipment Inventory” contains some items that are commercially available to the public, and is not solely inclusive of items obtained from the Department of Defense as part of the “1033 Program.”

The “1033 Program” is described as follows:

In the National Defense Authorization Act for fiscal years 1990 and 1991, Congress authorized the transfer of excess Department of Defense property to federal, state and local law enforcement agencies. Congress later passed the NDAA for fiscal year 1997, which allows law enforcement agencies to acquire property for bona fide law enforcement purposes – particularly those associated with counter-drug and counter-terrorism activities. The program has been named in the press and elsewhere as the “1033 Program,” which refers to the numbered section of the 1997 NDAA that granted permanent authority to the Secretary of Defense to transfer defense material to federal, state and local law enforcement agencies.

-Defense Logistics Agency Website

AB 481 “Military Equipment” Use and Justification

- Autel EVO II 640T (RCPD)
- Autel EVOII 6000 (SSO)
- Autel EVO II Dual (RCPD)
- DJI Inspire 1
- DJI Matrice 200
- DJI Matrice 600
- DJI Mavic 2 Enterprise Dual
- DJI Mavic 2 Enterprise Zoom
- DJI Mavic 2 Professional
- DJI Mavic Advanced
- DJI Mini 2
- DJI Phantom 3 Professional
- DJI Phantom 4 Professional

The Sacramento Sheriff’s Office utilizes a variety of unmanned aerial systems (drones) dependent on the situation and environment. The largest UAS is the DJI Matrice 600. This is a six motor system that is capable of carrying heavier cameras and can also be utilized as a drop system for items such as life vests, food and water. This craft is also used for high risk search warrants, due to its ability to be approximately 1000 yards away from the subject structure and keep over watch for people trying to flee the structure or throw out evidence, guns and drugs.

The various other models are used dependent on the environment. Some are better utilized during low light situations, some are better in higher winds. The DJI Phantom series contain superior sensors (cameras) that are used for accident and crime scene investigations and reconstruction. The DJI Mini UAS are small and light, so they are used during high risk search warrants to fly into a structure to clear an area before we send members of our SWAT team in, thereby increasing officer safety and reducing the risk of a use of force encounter with a sequestered suspect(s).

Frequency of Use:

DJI Matrice 600: Two (2) to three (3) times per year.

DJI Phantom 3 and 4 Professional: Ten (10) to twenty (20) times per year.

All other UAS models: 400-1000 times per year.

Justification:

The wide variety of UAS utilized by the Sacramento Sheriff’s Office augment the Air Operations detail. They provide an aerial perspective that is directly viewable by Incident Commanders and Tactical Commanders during critical incidents and high risk events. Because of these UAS, commanders are able to make split second decisions that keep officers and surrounding citizens safe, as well as reducing the

risk of a use of force encounter with a sequestered suspect(s). There are multiple examples of UAS being deployed in this manner, here are several:

- After a high speed pursuit of a wanted subject, he abruptly stopped his vehicle in the roadway and remained in his vehicle. After numerous announcements to the driver to exit his vehicle were not successful, a UAS was able to see, and relay back to the Incident Commander, that the subject had a handgun and rifle on the passenger seat next to him. The view from the UAS provided important situational awareness and prompted a more calculated and appropriate response, subsequently resulting in the suspects surrender without a use of force.
- While serving a high risk search warrant on a drug house, the UAS captured several subjects running out of the house and over a back fence. The UAS was able to maintain visual on these subjects as they fled into a field. The UAS, was also able to give surrender instructions in Spanish, which the subjects eventually followed and were detained without incident.
- While serving a high risk search warrant, the UAS was able to see the subjects throwing a handgun into the neighboring yard. Due to this, we were able to retrieve the handgun, when safe to do so. This prevented the possibility of the handgun making it into the hands of another adult or child.
- A UAS was called in by the Marine Enforcement Bureau to successfully locate a subject that had succumbed to a drowning on the American River. The subject was quickly found and identified by the UAS.

The UAS have proven to be safe and effective tools that offer a better perspective during dangerous events. Although they are not used to replace the helicopters during such events as pursuits or normal patrol, they do offer a more cost effective alternative for daily incidents and high risk events, which do not necessitate the need to send humans into a situation that could harm or kill them, and significantly reduce the risk of a use of force encounter with a sequestered suspect(s).

- **1980 Dodge Armored Car "Peacekeeper" – DECOMMISSIONED**
- **1985 AM General Corporation Dump Truck- DECOMMISSIONING in Progress**
- **Lenco Bearcat Model G2**
- **ROOK Tactical Tractor**

Frequency of Use:

ROOK: Five (5) to six (6) times a month

Lenco Bearcat: Ten (10) to twenty (20) times a month

Justification:

Should the Lenco Bearcat or Rook be removed from the current inventory, the ability to safely rescue, evacuate, and extricate civilians and law enforcement personnel from high risk situations would be severely compromised and place the public, law enforcement, and the suspect(s) in an immediate higher degree of danger. In the instance in which there exists an active gun battle involving suspect(s) weapons such as high power rifles and high power handgun ammunition, or there exists a very high probability of the potential of an armed conflict occurring, normal “hard cover” such as standard patrol vehicles, body armor, helmets, portable shields, and even masonry or wood items, would not provide the adequate ballistic protection to safely evacuate and rescue civilians and public safety personnel from such an incident. This would effectively decrease the ability of law enforcement to provide lifesaving, harm reduction measures to the public and their own personnel, while at the same time increasing the risk to the suspect(s).

These incidents may include, but are not limited to:

- Incidents of school violence, violence occurring in the workplace or in public venues, barricaded subjects or “high risk” warrant service of wanted subjects within residential neighborhoods, or in the rescue of down public safety/peace officer personnel, as was the tragic case in the rescue of SPD Officer Tara O’Sullivan, which was made possible solely due to the utilization of the Lenco Bearcat.

Additionally, the utilization of the Lenco Bearcat and associated armored vehicles, provides a means of de-escalation and safety to the suspect(s) in that the responding tactical and negotiations personnel are able to remove first responding patrol personnel, conduct up close negotiations, and slow down the tempo of a tactical incident to effect a positive and safe resolution through time, teamwork, and negotiations. This is due to the fact that personnel who are lesser trained, improperly equipped, and with less ballistic protection are removed from the inner scene, thereby reducing the imminent threat to law enforcement personnel posed by the suspect, and subsequently reducing the potential for deadly force to be used toward or upon the suspect(s).

- **PackBot 510**
- **Remote Andros F6-A**
- **Qinetic Dragon Runner Robot**
- **Robotex Avatar Tactical Robot**

The Sacramento Sheriff’s Office Explosive Ordnance Disposal Team (EOD) uses a variety of unmanned robotic platforms to accomplish its mission. The type of robot often depends on the environment and task. Best practices dictate that a robot be used in place of a person, if practical, when working on an explosive device or suspected explosive device. Robots are also utilized to support tactical missions. They can safely deliver phones, food, establish communication, or provide an observation platform.

The largest and most frequently used robot is the Remotec Andros F6A. This is a large, robust robot with five cameras capable of climbing stairs and manipulating heavy objects. It has two Percussion Actuated Non-Electric Disruptors which are used to render explosive devices safe.

The various other robots are used depending on the task and environment. Some are faster and capable of climbing over debris. Some are smaller or have different types of cameras that may be more suitable to a particular environment. The Dragonrunner is a small and fast robot compared to the Andros. It can go places the larger robot cannot, such as under cars to search for or examine explosive devices.

Frequency of Use:

Remotec Andros F6A Robot: 30-40 times per year

PackBot 510: 5 times per year

QinetiQ Dragonrunner Robot: 10-20 times per year

Robotex Avatar Tactical Robot: 10-15 times per year

Justification:

Robots are used in place of a person when practical to safely accomplish a task without putting a person in harm's way. They can open doors, look at things, manipulate or move items. They can deliver equipment, provide communication, and aid in de-escalation. Often the only alternative to using a robot is to put an officer or bomb technician, or tactical personnel, in great jeopardy to accomplish a task that could be safely performed with a robot.

- **Detonating Cord**
- **Blasting Cap**

A blasting cap is a small, sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as PETN.

Detonating cord is a thin flexible tube containing a secondary explosive like PETN. In energetic breaching, detonating cord is used to craft categorized charges to defeat specific targets like doors, windows, or walls.

Detonating cord and blasting caps are commercial explosive products that can be used to craft energetic breaching charges. These charges may only be used by specially trained Explosive Ordnance Disposal (EOD) and Special Enforcement Detail (SED) team members to safely gain entry into a structure. Energetic breaching is only used in extreme circumstances such as a hostage rescue or active shooter scenario.

Frequency of Use:

Specially trained EOD and SED team members train in energetic breaching at least twice a year. Operationally, energetic breaching is used in extreme circumstances like the 2010 Arden Way hostage crisis.

-Used twice operationally in the last 12 years.

Justification:

Energetic breaching is used in extreme circumstances when there is either no alternative or no desirable alternative to safely gain entry into a structure. It may also be used as a distraction or a means of gaining an alternate entry point when it is reasonably safe to do so. Energetic breaching requires specially trained EOD Bomb Technicians or SED Breachers. Energetic breaching may only occur with the authorization of an Incident Commander, Tactical Commander, primarily in exigent, life-threatening circumstances when deadly force would be authorized.

An example of a situation that could require an energetic breach would be an active shooter who must be engaged immediately, but is inside a reinforced structure that cannot be quickly, effectively, or safely breached in any other manner, as was the case for the use of energetic breaching in the Las Vegas Route 91 shooting incident in which it was the only means tactical personnel were able to force entry into the suspects hotel room. Energetic breaching is frequently utilized by tactical teams on exigent events, such as active shooter incidents and hostage taking events, where it is unsafe or would be ineffective to utilize law enforcement personnel to conduct the necessary breach. Locally, energetic breaching was utilized during the 2010, three (3) day hostage situation on Arden Way, which led to the successful rescue of the 18 month old hostage.

- **1992 AM General Hummer H1**
- **2001 AM General Hummer Humvee**

The Sacramento Sheriff's Office possesses two "Hummer" vehicles for community interaction and engagement. One is currently utilized by the Sheriff's Youth Services Unit, the other by the Sheriff's K9 detail. Both units are brightly painted, with show lights, stereo systems and gaming consoles. They are displayed at the Unity in the Community events, as well as various other events that allow the public, primarily the youth, to interact with them.

Frequency of Use:

Four (4) to six (6) times per year.

Justification:

The outfitted Hummer vehicles are always popular with the public. They provide an opportunity for the Sacramento Sheriff's Office to interact with the youth in a manner that has proven favorable to a majority of kids. They are also a great way to answer general questions about law enforcement, and potentially recruit future generations to the profession.

Due to the very unique composition of these vehicles, in addition to the positive image that they portray, a substitute vehicle would likely not have the same effect.

- **Mobile Booking/Mobile Command Vehicle**

The Sacramento Sheriff's Office possesses a 52 foot tractor trailer that is currently being utilized as a mobile booking vehicle. This trailer provides an opportunity to process arrestees in the field during instances of large scale operations. Persons that have been arrested are allowed to sit in the climate controlled trailer as their arrest paperwork is being completed, rather than being transported to the Main Jail for the same process, which drastically reduces the wait time for intake processing at the Main Jail. Most of the persons arrested can then be released at the scene with a promise to appear in court.

Frequency of Use:

Once every 5 years.

Justification:

This mobile booking trailer provides a comfortable and climate controlled environment for those being arrested during a large scale incident. The alternative would be to have them out in the elements during the process, or transported to the Main Jail, where they would eventually be released in a potentially unfamiliar environment. Additionally, the ability to process arrested persons outside of the Main Jail allows patrol personnel to return to handling calls for service in a much more expeditious manner.

- **NOMAD Tactical Communications Vehicle (TCV)**

The Sacramento Sheriff's Office possesses a "NOMAD" Tactical Communications vehicle, utilized by specially trained "Tactical Dispatchers" during large scale operations. This vehicle is configured with interoperable voice, video and data capabilities that allow consistency of service for dispatch and intelligence in the field, in a climate controlled and quiet environment. This vehicle is delivered to protracted critical incidents such as hostage situations, active shootings and large natural disasters. The NOMAD provides the opportunity for the Incident and Tactical Commanders to be face to face with the dispatchers for immediate information exchange and greater situational awareness.

Frequency of Use:

Ten (10) to (20) times per year.

Justification:

The NOMAD provides the Incident Commander and Tactical Commander the opportunity to have immediate access to intelligence and dispatchers, which play a monumental role in the successful and safe resolution of large scale incidents. These incidents often require numerous items of equipment and multiple personnel. The NOMAD is the central command of these various resources, in a self-contained vehicle. Without the NOMAD, command personnel, intelligence gatherers, and dispatchers would be required to work out of the back of various vehicles, folding tables, and/or pop-up tents with minimal amounts of privacy and many more distractions being present.

- **Precision .50 Caliber Rifle**

The Sacramento Sheriff's Office utilizes a variety of firearms dependent on the situation, environment, and capabilities of the firearm. The Sheriff's Office utilizes the Barret M821A1 .50 caliber rifle as a mission dependent precision rifle. This rifle is semi-automatic and equipped with a magnified optic. The Barret M821A1 was designed to be an extremely accurate rifle capable of precise short and extremely long range firing solutions. This rifle was built similar to an AR-10 platform to detailed specifications allowing for consistency and accuracy. This platform is similar to an AR-15/ M4 platform which allows for operator familiarity. The Barret M821A1 semi-automatic capability allows for faster acquisition and follow up observation or follow up firing solutions which enables officers to ensure the safety of citizens and victims.

The Barret M821A1 is deployed by specifically trained snipers/ observers among the Special Enforcement Detail for high risk incidents, to include, but not limited to; high risk search warrant service, open area or rural operations, and hostage rescue. Specified officers train with these firearms quarterly. There are other similar firearms available, however, after rigorous testing by SED officers, it was determined the Barret M821A1 best fit the needs of the officers and maintains a reliable and familiar platform. The .50 caliber ammunition is a high powered ammunition. This rifle may be deployed when the capabilities of the Daniel Defense M4 and the Seekins SP-10M do not meet the specifications needed to provide adequate protection. It may also be utilized to provide a firing solution that the other rifles are not capable of. (*see .50 caliber ammunition*)

Frequency of Use:

Barret M821A1 / Training: Once per quarter (approximately 14 rounds per quarter).

Barret M821A1 / Deployment: One (1) to five (5) times per year.

Justification:

The Barret M821A1 is a high powered rifle deployed by specifically trained SED sniper/ observers. This rifle may be utilized to provide observation or to provide firing solutions during critical incidents when no other means/ resources are available or as necessary. This rifle can provide highly accurate firing solutions capable of debilitating engine blocks in vehicles (big rigs attempting to crash into the Capitol building or mass casualty vehicle vs. pedestrian incidents). This rifle may also be used to break through hardened barriers where other rifles and/ or ammunition are not powerful enough to penetrate, such as; bank teller glass during hostage incidents, engine blocks, or other thick metal.

There have been several successful deployments of .50 caliber rifles in tactical events across the nation. Most notably in Dallas, Texas, in which the .50 caliber rifle was used to engage a suspect in an armored vehicle filled with explosives, and in another incident in which a stolen big rig was disabled after being used on a "runaway" highway crime spree in which numerous innocent civilians were injured. Neither of these incidents would have been resolved through the use of a lower caliber rifle and ammunition.

- **Hornady A-Max Match 750 Grain 50 BMG Ammunition**

The Sacramento Sheriff's Office utilizes a variety of firearm ammunition dependent on the situation, environment, and capabilities of the ammunition. The Sheriff's Office utilizes the Hornady A-Max Match 750 grain 50 BMG rifle ammunition as the primary ammunition for the Barret M82A1 .50 caliber precision rifle. This ammunition is designed specifically for .50 caliber precision rifle. Hornady A-Max is made of carefully selected components to ensure uniformity, then loaded to exacting specifications to provide pinpoint accuracy. Each cartridge is loaded with either Hornady A-MAX bullets, our high-performance boat tail hollow points, or the new, radically superior ELD Match bullets. Stringent quality control ensures proper bullet seating, consistent charges and pressures, optimal velocity, consistent overall length and repeatable accuracy, ensuring the safety of citizens and victims.

Hornady A-Max Match 750 grain 50 BMG rifle ammunition is deployed by SED sniper/ observers in conjunction with Barret M82A1 .50 caliber precision rifle. This round is a match grade ammunition capable of extreme accuracy over short and extremely long range distances. This ammunition may be utilized to penetrate heavy barriers, such as; multi-laminated glass, concrete, heavy duty windshields, large engine blocks, and other ballistic barriers.

Frequency of Use:

Hornady A-Max Match 750 grain 50 BMG rifle ammunition / Training: Once per quarter (approximately 14 rounds per quarter).

Hornady A-Max Match 750 grain 50 BMG rifle ammunition / Deployment: One (1) to five (5) times per year.

Justification:

The Hornady A-Max Match 750 grain 50 BMG rifle ammunition is a high powered rifle ammunition deployed in conjunction with the Barret M82A1 by specifically trained SED sniper/ observers. This rifle and ammunition may be utilized to provide observation or to provide firing solutions during critical incidents when no other means/ resources are available or as necessary. This ammunition can provide highly accurate firing solutions capable of debilitating large engine blocks in vehicles as well defeat heavy ballistic barriers. This ammunition may also be used to break through hardened barriers where other rifles and/ or ammunition are not powerful enough to penetrate, such as; bank teller glass during hostage incidents, engine blocks, or other thick metal.

- **Colt LE6946CQB**
- **Daniel Defense DDM4**

The Sacramento Sheriff's Office Special Enforcement Detail (SWAT team) utilizes two (2) rifles. The first was a Colt LE6946CQB that was approx. twelve (12) years old and at the end of its serviceable life. While it still remains on the inventory roster, it has been replaced by a Daniel Defense DDM4. The Daniel

Defense M4 is a select fire, magazine fed rifle that is chambered in .223cal/5.56mm; which is the national industry standard for law enforcement rifle ammunition.

The DDM4 was selected after an exhaustive testing process pertaining to function, capabilities and longevity over other manufactures whose rifles did not meet the stringent standards that the Special Enforcement Detail requires for weapons selection. Additionally, this style/type of rifle with a shorter barrel is the current industry standard for law enforcement tactical teams at a federal and local level.

There are other manufactures that produce various types of shoulder fired weapons in a similar caliber but they do not have the features/capabilities needed by a tactical team nor have they been deemed reliable over an extended period of time or under harsh use and conditions.

Frequency of Use:

Carried daily by all SED personnel

Deployed/carried on tactical events - approx. 200 times per year

Justification:

The Daniel Defense M4 provides SED/SWAT team members the ability to provide citizens, victims and officers a higher level of protection/defense against a violent subject who is currently armed with a firearm. There are multiple examples of this, here are a few:

- June 19, 2019 SPD Officer Tara O’Sullivan was responding to a domestic violence call for service when she was shot by male subject inside the dispatched address. Members of SED arrived on scene and deployed with their issued Colt M4 rifles. The use of the M4 rifles allowed SED personnel to maintain a greater distance away from the residence that the suspect was shooting from and avoid great bodily injury or death. Had the team members only been armed with handguns then they would have been positioned much closer to the residence therefore increasing the chances of being injured in the line of duty.
- A wanted suspect had barricaded himself inside of a mobile home and refused to exit. The suspect then began brandishing a firearm and crossbow at SED personnel. SED personnel set-up around the residence with their Daniel Defense M4’s and were able to maintain a safe distance due to the capabilities of the M4 weapons. Ultimately, when all other means of gaining the suspects compliance had been exhausted, the members of SED conducted an entry into the residence where the suspect was barricaded (small, cluttered mobile home) and maneuvered into a position to safely take the suspect into custody. The features of the M4 (short barrel) allowed the SED team to safely and quietly move into a position to take the suspect into custody without comprising the teams mission and personal safety.

Training/Compliance:

All members of the Special Enforcement Detail attend a P.O.S.T. mandatory forty (40) hour basic rifle school prior to being issued a Daniel Defense M4 rifle. Additionally, members of SED will attend an eighty (80) hour P.O.S.T. SWAT School prior to deploying into a tactical event with the rifle.

SED conducts weapons specific training on a weekly basis, has team weapons qualifications every calendar quarter and department qualifications bi-annually.

- **SEEKINS SP-10M**

The Sacramento Sheriff's Office utilizes a variety of firearms dependent on the situation, environment, and capabilities of the firearm. The Sheriff's Office utilizes the Seekins SP-10M .308 caliber rifle as a primary precision rifle. This rifle is semi-automatic and equipped with a magnified optic. The Seekins SP-10M was designed to be an extremely accurate rifle capable of precise short and long range firing solutions. These rifles are hand built on an AR-10 platform to detailed specifications allowing for consistency and accuracy. This platform is similar to an AR-15/ M4 platform which allows for operator familiarity. The SP-10M's semi-automatic capability allows for faster acquisition and follow up observation or follow up firing solutions which enables officers to ensure the safety of citizens and victims.

The Seekins SP-10M is deployed by specifically trained snipers/ observers among the Special Enforcement Detail for high risk incidents, to include, but not limited to; high risk search warrant service, open area or rural operations, and hostage rescue. Specified officers train with these firearms constantly. There are other similar firearms available, however, after rigorous testing by SED officers, it was determined the Seekins SP-10M best fit the needs of the officers and maintained a reliable and familiar platform. The .308 caliber is a higher caliber ammunition than "normal" duty use ammunition with greater accuracy and precision. (*see .308 caliber ammunition*)

Frequency of Use:

Seekins SP-10M/ Training: Once per month (approximately 60-100 rounds per month).

Seekins Sp-10M/ Deployment: Fifteen (15) to twenty (20) times per year.

Justification:

The Seekins Sp-10M is a new rifle to SED. The rifle has been deployed by SED sniper/ observers approximately eight (8) times since its adoption in 2021. Previous iterations of sniper rifles have been deployed by SED sniper/ observers numerous times to assist in observation or to provide firing solutions during critical incidents when no other means/ resources were available or as necessary. Additionally, the long range capabilities of the rifle allow for law enforcement personnel to retain a large standoff distance from a dangerous suspect, thereby increasing officer safety. There are multiple examples of the effective utilization of the Seekins Sp-10M rifle within our agency -- here are a few:

- Officers responded to an altercation at a residence. Upon arrival, the subject fired a gun and barricaded inside. The subject later exited with a gun to a second subject's (hostage) head. SED responded and deployed sniper/ observers with the Seekins SP-10M to nearby rooftops to gain positions of observation.
- During a high speed pursuit of a wanted subject, the subject "high-centered" his vehicle on a center divide of a residential/ business roadway. The subject was considered dangerous.

Sniper/ observers were deployed with the Seekins SP-10M to elevated positions to observe the subject. Sniper/ observers also covered team movements and provided scene security.

- SED officers responded to a shooting that had just occurred where with the suspect had shot his mother and at responding officers. SED sniper/ observers deployed to positions of observation, providing security for officers on scene.
- SED officers deployed the Seekins SP-10M during dignitary protection assignments to assist federal agencies with scene/ site security.
- **Sig Sauer 716G2**

The Sheriff's Office utilizes the **Sig Sauer 716G2** rifle at the Folsom Dam facility. This facility is under a service contract with the federal Bureau of Reclamation. This contract stipulates officers shall have the capability to deploy .308 caliber precision rifles. Additionally, this facility is considered a potential target for a terror attack and is located on a large plot of land, creating the possibility of the need for long-range engagement.

The Sig Sauer 716G2 rifles are used in conjunction with Hornady TAP ELD- Match 168 Grain AR Sniper .308 Duty Ammunition (47).

Frequency of Use:

Sig Sauer 716G2: 0-10 times per year

Justification:

The **Sig Sauer 716G2** was chosen for its ability to serve as a precision rifle in a similar role as the SEEKINS SP-10M (45), and at the same time fill a similar role to a standard-issue patrol rifle should such a need arise. In this way, it would eliminate the need for staff issued a **Sig Sauer 716G2** to carry two rifles, one for precision use and one for all other appropriate applications. The need for officers issued a Sig Sauer 716G2 to have access to a precision rifle stems from their assignment to a facility tasked with maintaining such a capability per federal contract, and to aid in their response to a potential terror attack. Additionally, the long range capabilities of the rifle allow for law enforcement personnel to retain a large standoff distance from a dangerous suspect, thereby increasing officer safety.

- **Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle Round**

The Sacramento Sheriff's Office utilizes the above round for all standard-issue rifles, as well as the **Daniel Defense DDM4 (44)** and **Colt LE6946CQB (43)**.

Frequency of Use:

Daily – Assigned to all personnel in Field Services as departmentally approved duty ammunition.

Justification:

Law enforcement is tasked with responding to dangerous events which may require an armed response. In certain circumstances, it may become necessary for an officer to discharge their firearm in the course of duty. In these situations, officers equipped with rifles are able to place rounds accurately. This results in an increase in safety for the public and officers.

Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle Rounds were selected to be used in conjunction with the rifle utilized by the Sheriff's Office. This is due to several features:

- **Consistent ballistic performance:** This is necessary to ensure rounds are as unlikely as possible to travel all the way through a target and exit out the other side. This can be extremely important to public safety when conducting a high-risk operation in a crowded area, such as an active shooter response or hostage rescue. It should be noted, that many other common rifle rounds, such as the "full metal jacket" ammunition used by the military, are prone to traveling all the way through targets, making them generally unsuitable for use by the Sheriff's Office.
- **Wide compatibility:** This ammunition is compatible with all rifles issued by the Sheriff's Office, with the exception of special issue .308 and .50 caliber rifles intended for specialized precision utilization.
- **Availability:** This ammunition is common throughout the industry, and as such is available at competitive prices and potentially less subject to supply chain disruptions than some less common products.

Although it is always unfortunate when it becomes necessary for an officer to discharge their firearm in the course of duty, it is important that in such circumstances, officers are able to resolve the situation with minimal risk to the community and to themselves. Being equipped with rifles used in conjunction with Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle Rounds allows officers to respond to these situations as safely as possible.

- **Hornady TAP ELD- Match 168 Grain AR Sniper .308 Duty Ammunition**

The Sacramento Sheriff's Office utilizes a variety of firearm ammunition dependent on the situation, environment, and capabilities of the ammunition. The Sheriff's Office utilizes the Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition as the primary ammunition for the Seekins SP-10M precision rifle. This ammunition is designed specifically for the AR-10 platform. The resilient tip of the

ELD Match bullet aids in reliable feed and function, and the propellant is specifically tailored to efficiently operate in the AR-10. The 168 gr. ELD- Match bullet with Heat Shield tip delivers excellent terminal performance, limiting over penetration. Hornady TAP Precision features a resilient, heat resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target, making it extremely accurate and reliable. This specific ammunition has a pinned primer that prevents the primer from “blowing back” into the chamber and causing failures in the firearm. SED sniper/ observers rigorously tested several brands of ammunition and determined the Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition to be the best ammunition to fit their needs and performance with the Seekins SP-10M.

The Hornady TAP ELD-Match 168 grain AR ammunitions is deployed by SED sniper/ observers in conjunction with Seekins SP-10M. This round is a match grade ammunition cable of extreme accuracy over short and long range distances ensuring the safety of citizens and victims.

Frequency of Use:

Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition / Training: Once per month (approximately 60-100 rounds per month per operator).

Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition / Deployment: With every Seekins SP10-M deployment- Fifteen (15) to twenty (20) times per year.

Justification:

The Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition is utilized in conjunction with the Seekins SP-10M precision rifle. Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition has been deployed by SED sniper/ observers times to assist in observation or to provide firing solutions during critical incidents when no other means/ resources were available or as necessary. There are multiple examples of this, here are a few:

- Officers responded to an altercation at a residence. Upon arrival, the subject fired a gun and barricaded inside. The subject later exited with a gun to a second subject's (hostage) head. SED responded and deployed sniper/ observers with the Seekins SP-10M to nearby rooftops to gain positions of observation. The Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition may have been utilized in a firing solution to save the hostage from the armed subject if it was determined necessary.
- During a high speed pursuit of a wanted subject, the subject “high-centered” his vehicle on a center divide of a residential/ business roadway. The subject was considered dangerous. Sniper/ observers were deployed with the Seekins SP-10M to elevated positions to observe the subject. Sniper/ observers also covered team movements and provided scene security. The Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to officers by the subject if it was determined necessary.

- SED officers responded to a shooting that had just occurred where with the suspect had shot his mother and at responding officers. SED sniper/ observers deployed to positions of observation, providing security for officers on scene. The Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to officers by the subject if it was determined necessary.
- SED officers deployed the Seekins SP-10M during dignitary protection assignments to assist federal agencies with scene/ site security. The Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to the dignitary if it was determined necessary.
- **Hornady TAP ELD- Match 168 Grain Heavy Barrier Sniper .308 Duty Ammunition**

The Sacramento Sheriff's Office utilizes a variety of firearm ammunition dependent on the situation, environment, and capabilities of the ammunition. The Sheriff's Office utilizes the Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition as ammunition for the Seekins SP-10M precision rifle. This ammunition is designed specifically for the AR-10 platform. TAP Heavy Barrier is loaded with a GMX TAP Heavy Barrier monolithic copper alloy bullet, it shoots cleaner than pure copper, fouls less and delivers excellent terminal performance. The GMX bullet penetrates heavy barriers such as 1-inch laminated glass with exceptional weight retention while still delivering superior terminal performance. This specific ammunition has a pinned primer that prevents the primer from "blowing back" into the chamber and causing failures in the firearm. SED sniper/ observers rigorously tested several brands of ammunition and determined the Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition to be the best ammunitions to fit their needs and performance with the Seekins SP-10M.

Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition is deployed by SED sniper/ observers in conjunction with Seekins SP-10M. This round is a match grade ammunition capable of extreme accuracy over short and long range distances ensuring the safety of citizens and victims. This ammunition may be utilized to penetrate lighter barriers, such as; laminated glass, siding, heavy duty windshields, smaller vehicle engine blocks, and natural barriers.

Frequency of Use:

Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition / Training: Once per quarter (approximately 60-100 rounds per month per operator).

Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition / Deployment: SED sniper/ observers carry a specific magazine of ten (10) rounds in a pack or other means on every deployment.

Justification:

Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition is utilized in conjunction with the Seekins SP-10M precision rifle. Hornady TAP ELD-Match 168 grain AR .308 caliber rifle

ammunition has been deployed by SED sniper/ observers times to assist in observation or to provide firing solutions during critical incidents when no other means/ resources were available or as necessary. There are multiple examples of this, here are a few:

- Officers responded to an altercation at a residence. Upon arrival, the subject fired a gun and barricaded inside. The subject later exited with a gun to a second subject's (hostage) head. SED responded and deployed sniper/ observers with the Seekins SP-10M to nearby rooftops to gain positions of observation. The Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition may have been utilized in a firing solution to save the hostage from the armed subject if it was determined necessary.
- During a high speed pursuit of a wanted subject, the subject "high-centered" his vehicle on a center divide of a residential/ business roadway. The subject was considered dangerous. Sniper/ observers were deployed with the Seekins SP-10M to elevated positions to observe the subject. Sniper/ observers also covered team movements and provided scene security. The Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to officers by the subject if it was determined necessary.
- SED officers responded to a shooting that had just occurred where with the suspect had shot his mother and at responding officers. SED sniper/ observers deployed to positions of observation, providing security for officers on scene. The Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to officers by the subject if it was determined necessary.
- SED officers deployed the Seekins SP-10M during dignitary protection assignments to assist federal agencies with scene/ site security. The Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition may have been utilized in a firing solution to save, protect, or prevent injury to the dignitary if it was determined necessary.
- **Combined Systems LC5 Launching Cups**
- **CTS 7290M Mini Flash-Bang (Diversionary Device)**
- **CTS Pyro CS Grenade - Baffled (Model 5230B)**
- **CTS Pyro CS Grenade (Model 5230)**
- **CTS Pyro CS Grenade (Model 8230)**
- **CTS OC Vapor Aerosol Grenade (Model 6340)**
- **CTS CS Vapor Aerosol Grenade (Model 6330)**
- **CTS OC/CS Vapor Aerosol Grenade (Model 6343)**
- **CTS CS Expulsion Grenade (Model 5430)**
- **CTS OC Expulsion Grenade (Model 5440)**
- **CTS CS Jet-Lite Rubber Handball Grenade (Model 9230)**
- **Defense Technology CS Han-ball Grenade (Model 1092)**

- **Defense Technology CS Barricade Penetrator (Model 2262)**
- **Defense Technology First Defense 1.3% MK-9 Fogger OC Aerosol (Model 43953)**
- **Defense Technology First Defense 1.3% MK-9 Stream OC Aerosol (Model 56895)**
- **CTS Sting-Ball Grenade (Model 9590)**
- **CTS Sting-Ball Grenade with CS Agent (Model 9593)**
- **CTS CS Tear-Ball Grenade (Model 9430)**
- **CTS Triple Phaser CS Smoke Grenade (Model 5231)**
- **CTS White Smoke Grenade (Model 6210)**
- **Pepper Ball VKS Launcher**
- **Pepper Ball VXR Live-X Projectile**

Chemical agents, their delivery systems and light sound diversionary devices (commonly referred to as flash-bangs) are utilized to de-escalate volatile situations by Sacramento Sheriff Office Deputies. Chemical agents as defined by California Penal Code 13652(d)(2): means any chemical that can rapidly produce sensory irritation or disabling physical effects in humans, which disappear within a short time following termination of exposure. For purposes of this section, the term includes, but is not limited to, chloroacetophenone tear gas, commonly known as CN tear gas; 2-chlorobenzalmalononitrile gas, commonly known as CS gas; and items commonly referred to as pepper balls, pepper spray, or oleoresin capsicum. Under this definition the Sacramento Sheriff's Office has the capacity to deliver all aforementioned chemical agents with the exception of chloroacetophenone (CN). CN is only used for training by the Sacramento Sheriff's Office and in accordance with the California Peace Officers Standards and Training (CA POST) requirements.

The various chemical agents can be delivered in multiple forms which provide a varying degree of effect. These range - from most effective in generating a desired effect to least effective - are solid's which are burned, liquids and then powders. The various munitions or delivery systems provide trained Deputies the ability to use the chemical agents in the safest manner possible applied to a multitude of situations for favorable resolution through the lowest form of force and intrusion as dictated by a suspect(s).

The Combined Systems LC5 Launching cups are designed to be affixed to the barrel of a shotgun and utilize a "blank" round to propel various models of CTS CS and OC grenades. The launching cup allows the Deputy using it to have a physical standoff (distance) from the intended target to reduce their exposure to potential injury from the suspect(s).

All CTS and Defense Technology "grenades" fall under that definition because they carry a payload which is released or delivered into the environment after primary ignition. The "payload" or chemical agent contained within the grenade are either ignited or burned, releasing a smoke which carries the chemical or they are expelled rapidly from the grenade using CO2 or aerosol as a liquid or powder form.

The exceptions to this in our inventory are the CTS sting-ball and CTS sting-ball with CS agent. These two items detonate and throw out .60 caliber rubber balls from a rubber grenade housing. The sting-ball with CS also carries with it a CS powder along with the rubber balls. These two devices are considered less lethal, have the same requirements for deployment as flash-bangs with the addition of needing to know the suspect(s) is in the location of deployment.

The CTS Ferret 40mm and Defense Technology CS barricade penetrator are both rounds which contain liquid CS agent and are designed to break glass and thin house siding after being fired from a 40mm launcher. This is to provide Deputies the ability to introduce chemical agents into a building through hard materials, at a distance and into areas which may not be otherwise accessible such as an attic space.

Smoke grenades are hand thrown grenades which burn a zinc chloride mixture that produces visually obscuring smoke. The smoke can be used to determine wind directions for outdoor chemical agent introduction, as a carrying mechanism for CS to allow it to stay aloft in the air for a longer period of time, as an obscurant to conceal movement, or as a ruse to disperse a crowd without having to use a chemical agent.

The Pepper ball VKS launcher is a compressed air gun which functions the same as a paint ball gun. The Sheriff's office uses Pepper ball's proprietary VXR live-X round because it provides a higher degree of accuracy than a standard ball shaped round while also delivering a small amount of powdered OC type agent at a much lower velocity than other less lethal munition options.

Light sound diversionary devices (flash-bangs) utilize flash powder to deflagrate, which emits heat, light and sound from the device. This is designed to very temporarily overwhelm a human being's sensory system. The fractions of a second which are potentially gained through the use of flash-bangs can provide deputies a window of opportunity to achieve resolution in high risk situations.

40mm munitions launchers provide us the capability to deliver less lethal munitions and various forms of chemical agents from greater distances and behind ballistically fortified positions to help increase safety. The single 40mm launcher is accurate and effective, however it is slow in its ability to deliver multiple rounds onto the intended target. The 40mm multiple launcher has the ability to be loaded with six (6) rounds and launch those rounds in quick succession if needed.

Frequency of Use:

1 OC fogger deployment within the last year.

12 live cup launcher deployments, 6-10 cup launcher deployments annual for training.

SED members currently instruct the following CA POST certified classes:

- SWAT school
- Chemical agent instructor
- Less Lethal munitions instructor
- Less Lethal user course
- Diversionary Devices
- Mobile Field Force Grenadier

Flash bang deployments average 60-100 annually to include incident and training deployments.

Chemical Agent deployments average 8-10 annually for incident deployment, and 20-30 times annually for training and CA POST classes.

Smoke – 4 deployments in last year, all during training

Sting-ball – 4 deployments in last year, all during training.

VKS pepper ball launcher with VXR-live X – 1 deployment in last year during training and instruction of Mobile Field Force Grenadier class.

40mm single launcher deployments average 20-30 times annually for incidents and training.

40mm multi launchers averages 1 deployment annually.

Justification:

The mission of the Sacramento Sheriff's Office first and foremost is the protection of life. The Sheriff's office also has a duty to the public to resolve critical incidents in a timely manner. Protracted operations may require the use of specialized equipment and a collaborative response from various units in the office.

Time:

Any critical incident will effectively put a strain on the daily functions of patrol and responding to citizens' calls for service. When officers are dealing with a critical incident, all other emergencies that citizens may have are often prioritized below the critical incident. During a critical incident, neighbors are evacuated from their homes for their safety for several hours, roads are closed and businesses may be shut until the incident is resolved. As the incident is prolonged, the county faces a financial burden as well. A barricaded subject allowed to stay at residence or business for multiple hours to days, will impact the county balance sheet. With the number of critical incidents the Sacramento County Sheriff's Office faces, that will put the county in a financial deficit. Chemical agents may be used to ensure that the incident is resolved in a timely manner, limiting the financial burden to tax payers as well as the deprivation of property to citizens within the vicinity of the incident.

Safety:

Chemical agents are used to help alleviate the need for officers to use potentially lethal options. In a situation where a suspect is shooting at officers and chemical agents are deployed, it may induce a cease fire and peaceful resolution to the situation. Cases around the nation have repeatedly proven this to be true, as chemical agents are utilized on an almost daily basis nationwide. Without the ability to use chemical agents, officers may be forced to enter barricaded residences, thus increasing the likelihood of a deadly encounter for either the officer or suspect.

Studies related to the safety of chemical agents have shown them to be very safe to those who are exposed to the agent, with only short-term discomfort being the byproduct of their use. Nationwide, only one documented fatality has occurred due to the use of chemical agents, due in part to a residence not properly being decontaminated prior to being re-inhabited by a solo female occupant in Mississippi in 2012. In order to prevent similar incidents from occurring, specific training practices and post-exposure policies have been established in much of the nation, across the State of California, and within our own agency. In addition to enhanced training, personnel deploying chemical agents must utilize a

calculation formula (LCT 50) to provide a safe, yet effective, dose of agent into a structure based upon its dimensions.

Past Use:

- In 2021 Deputies used chemical agent with a combination of other specialized equipment to remove a barricaded suspect armed with a crossbow and firearm, threatening to shoot officers. The suspect had a gas mask to defeat the chemical agents which were introduced into his residence. The suspect was barricaded for over 20 hours and required other agencies to assist due to the length of the incident. Ultimately, multiple flashbangs in rapid succession were utilized to create a distraction so deputies could make entry into the room the suspect was barricaded in and effect an arrest without the use of lethal force. The suspect at the time of arrest had a handgun (which turned out to be a pellet gun) and a crossbow in close proximity.
- In 2020 Deputies responded to a call for service where a suspect was threatening his neighbors and destroying property. The suspect barricaded in the house and armed himself with a deadly weapon. After hours of negotiation, the suspect became increasingly agitated. A chemical agent plan of action was implemented and quickly rendered the suspect incapacitated for deputies to effect a safe arrest of the suspect. The suspect rapidly recovered to full health once safely escorted by deputies to fresh air.
- In 2019 Deputies responded to a call for service where the suspect had beaten his mother to the point where he had broken numerous bones. The suspect stole a firearm and barricaded in a shed. During the encounter, the suspect pointed a firearm in a general direction where deputies were located. Deputies from another area verbally ordered him to drop the clearly visible gun. The suspect immediately stopped pointing the gun at anyone and retreated back into a shed where he barricaded himself. After hours of failed communication with the suspect, chemical agents were introduced into the shed. The suspect rapidly fled the chemical environment to deputies and was taken into custody without injury.

Training:

The Sacramento County Sheriff's Office has identified deputies responsible for being subject matter experts in the deployment of chemical agents. The subject matter experts teach a chemical agent instructor course as well as "SWAT School" bi-annually. Officers responsible for being subject matter experts themselves are exposed to the chemical agent quarterly at the minimum, to demonstrate the safety of the agent as well as proper decontamination. Every member responsible for deploying chemical agents has been instructed on the proper use and handling in a CA POST certified capacity.

Conclusion:

The loss of chemical agents will lead to a greater risk to officer safety and greater risk to the public. While the use of chemical agents poses a very low risk to suspects engaging in criminal activity, the benefit is colossal to a peaceful resolution of tactical events. Frankly speaking, law enforcement does not have an incapacitating tool with a wide margin of safety, to use over a varying distances other than

chemical agents. In a world where officers are required to respond to everything from armed hostage situations and domestic terrorism to felony assaults, chemical agents are invaluable.

- **LRAD Long Range Acoustical Device D100X**

The Sacramento Sheriff's Office utilizes two (2) types of LRAD. The Special Enforcement Detail utilizes the LRAD 100X BLK-Mag. The LRAD is a Long Range Acoustical Device capable of broadcasting up to 600 meters away. It has a high intensity directional acoustical array for long range, hailing, notification, and a distinctive warning tone. The LRAD is primarily used as a communication device during a critical incident, high risk search warrant service, or to broadcast public announcements. The LRAD may also be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of emergencies, natural disasters, evacuations and police incidents (missing persons, perimeters for wanted suspects/ K9 deployments, etc.)

Frequency of Use:

The LRAD 100X BLK-Mag/ Training: quarterly

The LRAD 100X BLK-Mag/ Deployment: Weekly

Justification:

The LRAD 100X BLK-Mag is used weekly by the Special Enforcement Detail and trained negotiators during high risk search warrant services and other critical incidents. The LRAD is utilized as a communication device to give directions, announce law enforcement intent, and safely resolve incidents at the lowest level possible. The LRAD provides law enforcement with a loud, clear, audio warning device that may be used under numerous instances related to public safety.

The LRAD is utilized as a communications device only, and it is used in situations in which a normal PA system would be ineffective to provide warnings, instructions, or requests to suspect(s) and/or civilians within an emergency area.

- **American Tech LRAD 1000X**

These large LRAD devices are mounted atop Folsom Dam. They are used by Folsom Dam Bureau law enforcement personnel to communicate with boaters on the lake and visitors on the shore, per the contract between the Sacramento Sheriff's Office and the Bureau of Reclamation.

Frequency of Use:

One (1) to two (2) times per week.

Justification:

The LRAD is utilized as a communication device to give directions, announce law enforcement intent, and safely resolve incidents at the lowest level possible. The LRAD provides law enforcement with a loud, clear, audio warning device that may be used under numerous instances related to public safety. Instances that may warrant the use of the LRAD at Folsom Dam may be to warn boaters that they are approaching an exclusionary area, such as near the Folsom Dam water gates.

- **CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS (Model 4330)**
- **Remington 870 Less Lethal Shotgun**
- **Less Lethal Shotgun Ammunition (Beanbag)**
- **40 MM Single Launchers**
- **40 MM Multi-Launchers**
- **Less Lethal 40MM Ammunition (Multi-Launcher)**

The Sacramento Sheriff's Office utilizes certain equipment to, when justified and reasonable, apply less than lethal force.

Less lethal launchers are intended for a wide variety of situations. Commonly for patrol officers, they may be used when attempting to contain or apprehend a dangerous person who would pose a greater risk to officers from a closer distance.

One possible example of a common situation appropriate for the use of a less lethal launcher might be in dealing with a person who is armed with a blade or impact weapon, and causing a threat to public safety necessitating their apprehension. Officers in this situation, without access to a less lethal launcher, might be faced with the necessity to use a higher level of force when the use of a less lethal launcher might have prevented the situation from escalating further.

The 40MM Single Launcher was originally put into service because, at the time, it was considered the industry standard for Less Lethal devices. When used in conjunction with Less Lethal 40MM Ammunition (Multi-Launcher), it provides a reliable means to apply less-lethal force at distance. Additionally, when used in conjunction with CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS (Model 4330), it provides specially trained officers the means to precisely administer chemical irritants from a safe distance.

The 40MM Multi-Launcher provides the same capabilities as the 40MM Single Launcher. However, the 40MM Multi-Launcher allows for additional projectiles to be launched before the officer must stop to reload. In dangerous and dynamic situations, this can be of great importance.

The Remington 870 Less Lethal Shotgun is the most common equipment intended to provide less lethal force at distance employed by the Sheriff's Office. The Sheriff's Office was able to convert its preexisting inventory of standard "lethal" shotguns into less lethal configurations. They provide a cost-effective method to widely field reliable less-lethal devices. When used in conjunction with Less Lethal Shotgun Ammunition (Beanbag), they deliver similar results to 40MM Single Launchers and 40MM Multi-Launchers.

Frequency of Use:

Remington 870 Less Lethal Shotgun: Daily

Less Lethal Shotgun Ammunition (Beanbag): Daily

40MM Single Launchers: 100-200 times per year

40MM Multi Launchers: 50-100 times per year

Less Lethal 40MM Ammunition: 150-300 times per year

CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS (Model 4330) 50-100 times per year

Justification:

The Remington 870 Less Lethal Shotgun is the Sheriff's Office's primary less lethal launcher. In many situations, officers rely on less lethal launchers to avoid the necessity to use lethal force. Less lethal launchers provide officers the means to deal with dangerous situations without having to close the distance with potentially armed or combative people. They can be used from greater, and thus safer, distances than other less lethal devices, such as Tasers or other conducted energy devices. Because they can be used from a distance, it creates less likelihood for the person causing the potential danger to get close enough to harm officers. In turn, this decreases the likelihood that officers will come under such threat and it becomes less likely it will be necessary for officers to use greater levels of force. In this way, these less lethal launchers, and their associated ammunition, fill a critical role in the tactical de-escalation process that other equipment would not be able to fulfill.

In the case of the CTS Ferret 40 MM Liquid Barricade Penetrator Round, CS (Model 4330) used in conjunction with the 40MM Single Launcher and/or 40MM Multi-Launcher, provide a different, but related, aspect of tactical de-escalation. When dealing with certain situations, such as when a potentially dangerous person barricades themselves inside of a structure and refuses to exit, officers should make every effort to avoid having to enter that structure and forcibly remove the person. Should allowing time and communicating with that person prove ineffective, this specialized equipment provides an alternative that is safer than sending officers into the structure, thereby endangering the community, barricaded person, and officers. A specially trained officer can use this equipment from a safe distance to precisely administer chemical irritants into that structure to further attempt to convince the subject to exit.

COUNTY OF SACRAMENTO
CALIFORNIA

OCT 04 2022

BY *Alorence Jones*
CLERK OF THE BOARD

For the Agenda of:
October 4, 2022

To: Board of Supervisors

Through: Ann Edwards, County Executive
Eric Jones, Deputy County Executive
Public Safety and Justice

From: Scott R. Jones, Sheriff, Sheriff's Office

Subject: Adopt An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy (Waived Full Reading And Continued From September 27, 2022; Item No. 52)

Supervisory District(s): All

RECOMMENDED ACTION

Adopt the attached Ordinance responsive to Assembly Bill 481 California Government Code sections 7070 through 7075 relating to the use of military equipment by law enforcement agencies.

BACKGROUND

No new material is associated with today's item. The material was introduced on September 27, 2022; Item No. 52. This item is continued to today for adoption.

On September 27, 2022, the Board introduced an ordinance responsive to Assembly Bill 481 California Government Code sections 7070 through 7075 relating to the use of military equipment by law enforcement agencies, waived full reading, and continued it to October 4, 2022, for adoption.

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
September 27, 2022
Timed: 2:30 p.m.

To: Board of Supervisors

Through: Ann Edwards, County Executive
Eric Jones, Deputy County Executive
Public Safety and Justice

From: Scott R. Jones, Sheriff, Sheriff's Office

Subject: Introduce An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment, And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy; Waive Full Reading And Continue To October 4, 2022 For Adoption (Continued From September 13, 2022; Item No. 33)

District(s): All

RECOMMENDED ACTION

1. Approval of the attached policy titled Military Equipment in accordance with California Assembly Bill No. 481.
2. Authorization for the continued use of military equipment as shown in the attached inventory and authorization to amend the inventory as changes occur.
3. Authorization to purchase and acquire military equipment in the future in compliance with the Military Equipment policy.
4. **Introduce** the attached Ordinance **responsive to** Assembly Bill 481 California Government Code sections 7070 through 7075 relating to the use of military equipment by law enforcement agencies.

BACKGROUND

California Assembly Bill No. 481 (AB 481) was authorized by Assembly Member David Chiu and approved by Governor Newsom on September 30, 2021. The purpose of AB 481 was to address the funding, acquisition, and

Introduce An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment, And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy; Waive Full Reading And Continue To October 4, 2022 For Adoption (Continued From September 13, 2022; Item No. 33)

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use of military equipment. AB 481 added Chapter 12.8, Section 7070 through 7075 of the Government Code.

AB 481 requires the adoption of a military equipment use policy, the establishment of a concern or complaint process regarding military equipment, and the provision of an annual report to the governing board. The annual report must report on the use of the equipment, complaints received, internal audits, the cost of the equipment, and an updated inventory.

A law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, is required to hold a governing body meeting to approve the policy. If the governing body does not approve the continuing use of military equipment within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease use of the military equipment until it receives the approval of the governing body. A draft policy must be presented to the governing body by no later than May 1, 2022, to commence an approval process and the policy must be made available on the law enforcement agency's internet website at least 30 days prior to any public hearing.

On March 15, 2022, the Sacramento Sheriff's Office (SSO) posted to its internet website at <https://www.sacsheriff.com/pages/transparency.php> information regarding AB 481 including the draft policy and the inventory of military equipment obtained prior to January 1, 2022.

AB481 defines military equipment as:

- **Category 1:** Unmanned, remotely piloted, powered aerial or ground vehicles.
- **Category 2:** Mine-resistant ambush-protected vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded.
- **Category 3:** High mobility multipurpose wheeled vehicles, commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles and motorized dirt bikes are specifically excluded.

Introduce An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment, And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy; Waive Full Reading And Continue To October 4, 2022 For Adoption (Continued From September 13, 2022; Item No. 33)

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- **Category 4:** Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- **Category 5:** Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- **Category 6:** Weaponized aircraft, vessels, or vehicles of any kind.
- **Category 7:** Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded.
- **Category 8:** Firearms of .50 caliber or greater. However, standard-issue shotguns are specifically excluded.
- **Category 9:** Ammunition of .50 caliber or greater. However, standard-issue shotgun ammunition is specifically excluded.
- **Category 10:** Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the California Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
- **Category 11:** Any firearm or firearm accessory that is designed to launch explosive projectiles.
- **Category 12:** Flashbang grenades and explosive breaching tools, tear gas, and pepper balls, excluding standard, service-issued handheld pepper spray.
- **Category 13:** Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices.
- **Category 14:** The following projectile launch platforms and their associated munitions: 40mm projectile launchers, bean bag, rubber bullet, and specialty impact munition weapons.
- **Category 15:** Any other equipment as determined by a governing body or a state agency to require additional oversight.

Notwithstanding Categories 1-15, military equipment does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

Introduce An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment, And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy; Waive Full Reading And Continue To October 4, 2022 For Adoption (Continued From September 13, 2022; Item No. 33)

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As required by AB 481, attached is a comprehensive listing of all military equipment obtained prior to January 1, 2022. This equipment has been utilized by the Sacramento Sheriff's Office for many years preceding this legislation. There has been no acquisition of any military equipment after January 1, 2022.

The SSO's AB 481 Inventory and Policy will have the additional oversight of the Professional Standards Division, the Office of the Inspector General, and the Community Review Commission, on an annual basis. Additionally, use of this equipment is regulated by existing statutes and policy. AB 481 was discussed at the Community Review Commission on September 20, 2022.

The military equipment in this inventory is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The term "military equipment", as used in AB 481, in fact, does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long-range acoustic devices, and flashbangs. The Sacramento County Sheriff's Department is committed to using the most up-to-date tools and equipment to safeguard the community in Sacramento. These items provide peace officers with the ability to safely resolve volatile situations that otherwise might rise to the level of a lethal force encounter. To that end, the items in this inventory also provide Sheriff's Deputies with vital tools that facilitate compliance with its stringent use of force policy. Other items deemed to be "military equipment" via AB 481 include foundational equipment such as rifles. These rifles allow peace officers to address lethal threats with greater precision and from a greater distance

The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties. These items allow the Sheriff's Department to assess, address and resolve a variety of situations in the safest manner possible. All the items in this inventory are used in accordance with applicable laws and policies to ensure civilian civil rights and safety are protected.

The Sheriff's Office is not seeking to purchase new equipment at this time. However, if it should seek to in the future it will be cost-effective compared to

ITEM 16.4.**ATTACHMENT 6**

Introduce An Ordinance Related To Approval Of A Military Equipment Policy, Authorization For Continued Use Of Military Equipment, And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Policy; Waive Full Reading And Continue To October 4, 2022 For Adoption (Continued From September 13, 2022; Item No. 33)

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available alternatives that can achieve the same objective of officer and civilian safety.

All prior military equipment use complied with the military equipment use policy that was in effect at the time. (See Government Code section 7071(d).)

This item was brought before the Board of Supervisors on Tuesday, April 26, 2022. At that time the Board had questions regarding the use and justification of items provided in "Attachment 3 – Military Equipment Inventory". The Board requested that the Sheriff's Office bring this item back to the Board with the additional information. Attachment 4 – AB481 Summary-Use-Justification has been included in order to answer those questions. In addition, individual meetings were held with a majority of the Board of Supervisors to further demonstrate and explain each item on the inventory.

FINANCIAL ANALYSIS

There is no cost associated with the implementation of AB 481.

Attachment(s):

RES – Resolution

Ordinance – clean

Ordinance – red line

ATT 1 – Assembly Bill 481

ATT 2 – Military Equipment Policy

ATT 3 – Military Equipment Inventory

ATT 4 – AB481 Summary-Use-Justification

RESOLUTION NO. 2022-0812

ADOPT AN ORDINANCE RELATED TO APPROVAL OF A MILITARY EQUIPMENT POLICY, AUTHORIZATION FOR CONTINUED USE OF MILITARY EQUIPMENT, AND AUTHORIZATION TO PURCHASE AND ACQUIRE MILITARY EQUIPMENT IN THE FUTURE IN ACCORDANCE WITH POLICY (WAIVED FULL READING AND CONTINUED FROM SEPTEMBER 13, 2022, ITEM NO. 33; WAIVED FULL READING AND CONTINUED FROM APRIL 27, 2022, ITEM NO. 4)

WHEREAS, on September 30, 2021 California Assembly Bill No. 481 was signed into law, effective January 1, 2022, for the purpose of addressing the funding, acquisition, and use of military equipment in law enforcement agencies.

WHEREAS, California Assembly Bill No. 481 requires each law enforcement agency to obtain approval from the governing body for continued use of military equipment obtained prior to January 1, 2022, and authorization for all future purchases and acquisitions of military equipment in accordance with the military equipment policy.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Sacramento, a political subdivision of the State of California, hereby authorizes the following:

1. Approve the Sacramento County Sheriff's Office policy, titled Military Equipment, in accordance with California Assembly Bill No. 481; and
2. Authorize the continued use of military equipment obtained by the Sacramento County Sheriff's Office, prior to January 1, 2022, as inventoried and allow authority to amend the inventory as changes occur; and
3. Authorize the Sacramento County Sheriff's Office to purchase and acquire military equipment in the future in compliance with the Military Equipment policy.

ITEM 16.4.**ATTACHMENT 6**

ADOPT AN ORDINANCE RELATED TO APPROVAL OF A MILITARY EQUIPMENT POLICY, AUTHORIZATION FOR CONTINUED USE OF MILITARY EQUIPMENT, AND AUTHORIZATION TO PURCHASE AND ACQUIRE MILITARY EQUIPMENT IN THE FUTURE IN ACCORDANCE WITH POLICY (WAIVED FULL READING AND CONTINUED FROM SEPTEMBER 13, 2022, ITEM NO. 33; WAIVED FULL READING AND CONTINUED FROM APRIL 27, 2022, ITEM NO. 4)

Page 2

4. Adopt the attached Ordinance amending Assembly Bill 481 California Government Code sections 7070 through 7075 relating to the use of military equipment by law enforcement agencies.

5. Require that as part of the annual report required under AB 481, the Sheriff will include demographic data regarding the use of equipment covered in the Military Equipment policy.

6. Direct that the annual report required by AB 481 be presented within second quarter of every calendar year.

ADOPT AN ORDINANCE RELATED TO APPROVAL OF A MILITARY EQUIPMENT POLICY,
AUTHORIZATION FOR CONTINUED USE OF MILITARY EQUIPMENT
AUTHORIZATION TO PURCHASE AND ACQUIRE MILITARY EQUIPMENT IN THE
FUTURE IN ACCORDANCE WITH POLICY (WAIVED FULL READING AND CONTINUED
FROM SEPTEMBER 13, 2022, ITEM NO. 33; WAIVED FULL READING AND CONTINUED
FROM APRIL 27, 2022, ITEM NO. 4)

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On a motion by Supervisor Nottoli, seconded by Supervisor Frost, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 4th day of October 2022, by the following vote:

AYES: Supervisors Desmond, Frost, Serna, Nottoli

NOES: Supervisors Kennedy

ABSENT: None

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: *Flourence Evans*
Clerk, Board of Supervisor

2319955

Don Nottoli
Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

OCT 04 2022
BY *Flourence Evans*
CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chair of the Board of Supervisors, County
of Sacramento on October 4, 2022

By *Jim Clark*
Deputy Clerk, Board of Supervisors

ORDINANCE NO. 1596**AN ORDINANCE RELATED TO APPROVAL OF A MILITARY EQUIPMENT POLICY, AUTHORIZATION FOR CONTINUED USE OF MILITARY EQUIPMENT, AND AUTHORIZATION TO PURCHASE AND ACQUIRE MILITARY EQUIPMENT IN THE FUTURE IN ACCORDANCE WITH POLICY**

The Board of Supervisors of the County of Sacramento, State of California, ordains as follows:

Section 1. Findings.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070.
- C. Assembly Bill 481 allows the governing body of a county to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.
- D. The proposed military equipment use policy is found within the policies of the Sacramento Sheriff's Office and is titled Military Equipment.
- E. The above referenced order was published for 30 days on the Sheriff's website and accessible to the public for review as required by Assembly Bill 481.

F. The Sheriff's Office Policy titled Military Equipment referenced above meets the requirements of Assembly Bill 481 and California Government Code Section 7070(d).

G. The Military Equipment in the inventory of the Sheriff's Department has been used for many years prior to this legislation, and is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

H. The Sheriff's Office Policy titled Military Equipment referenced above will safeguard the public's welfare, safety, civil rights and civil liberties.

I. If the Sheriff seeks to purchase new equipment the Sheriff's Office Policy titled Military Equipment referenced above will ensure that the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

J. Additional oversight of the Sacramento Sheriff's Office use of this Military Equipment will be conducted by the Sacramento Sheriff's Office Professional Standards Division, the County of Sacramento Office of the Inspector General and the Community Review Commission.

K. Use of the Military Equipment will be in accordance with existing policy and law.

The Sheriff's Department's prior military equipment use complied with the military equipment use policy that was in effect at the time.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Sacramento, a political subdivision of the State of California, hereby authorizes the following:

1. Approves the Sacramento County Sheriff's Office policy, titled Military Equipment, in accordance with California Assembly Bill No. 481; and

2. Authorizes the continued use of military equipment obtained by the Sacramento County Sheriff's Office, prior to January 1, 2022, as inventoried and provides authority to amend the inventory as changes occur; and

3. Authorizes the Sacramento County Sheriff's Office to purchase and acquire military equipment in the future in compliance with the Military Equipment policy.

Section 2. Severability.

If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Section 3. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on September 27, 2022, and on October 4, 2022, further reading was waived by unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

ITEM 16.4.

ATTACHMENT 6

On a motion by Supervisor Nottoli, seconded by Supervisor Frost, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 4th day of October 2022, by the following vote:

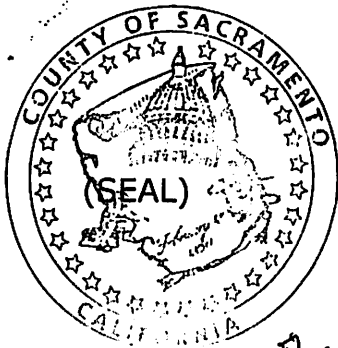
AYES: Supervisors Desmond, Frost, Serna, Nottoli

NOES: Supervisors Kennedy

ABSENT: None

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: *Florence Evans*
Clerk, Board of Supervisor

2319955

Don Nottoli

Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

OCT 04 2022
BY *Alorence Evans*
CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chair of the Board of Supervisors, County
of Sacramento on October 4, 2022

By *[Signature]*
Deputy Clerk, Board of Supervisors

MEMORANDUM



ITEM 16.5.

DATE: October 17, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2020-220-1 WITH DOKKEN ENGINEERING TO INCREASE THE CONTRACT AMOUNT FROM \$450,000 TO AN AMOUNT NOT TO EXCEED \$800,000 AND EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2023, TO DECEMBER 31, 2024, FOR ON-CALL STORMWATER SUPPORT SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 2020-220-1 to increase the contract amount from \$450,000 to an amount not to exceed \$800,000 and extend the contract term from December 31, 2023, to December 31, 2024, for the provision of on-call stormwater support services by Dokken Engineering.

BACKGROUND

The work conducted under this contract includes development support, stormwater regulatory compliance, construction site inspections, public outreach, employee training, biological surveys, environmental permitting (401, 402, 404 permits), habitat conservation plan implementation, wetland delineation, CEQA implementation, and other on-call stormwater support services as needed.

On January 4, 2021, City Council approved Contract No. 2020-220 in an amount not to exceed \$450,000 with Dokken Engineering for the provision of stormwater support services over a three-year contract term.

Dokken Engineering has provided an excellent performance record and an effective understanding of the city's desired level of services. The City is seeking to execute a contract amendment with Dokken Engineering to increase the contract amount from \$450,000 to an amount not to exceed \$800,000 and to extend the contract term from December 31, 2023, to December 31, 2024. The amendment is needed to support the City with increased demand for regulatory compliance and environmental permitting services.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the contract will be from the City's Stormwater Utility Fund. There is no impact to the City's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2020-220-1 WITH DOKKEN ENGINEERING TO INCREASE THE CONTRACT AMOUNT FROM \$450,000 TO AN AMOUNT NOT TO EXCEED \$800,000 AND EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2023, TO DECEMBER 31, 2024, FOR ON-CALL STORMWATER SUPPORT SERVICES

WHEREAS, the City entered into Contract No. 2020-220 with Dokken Engineering on January 4, 2021, in the amount of \$450,000 for the provision of stormwater support services; and

WHEREAS, Dokken Engineering has provided an excellent performance record and an effective understanding of the city's desired level of service; and

WHEREAS, the City wishes to increase the maximum compensation amount from \$450,000 to an amount not to exceed \$800,000; and

WHEREAS, the City wishes to extend the contract term from December 31, 2023, to December 31, 2024; and

WHEREAS, the amount exceeds the maximum amount that the City Manager has authorization to approve; and

WHEREAS, the contract will be funded through the City's Stormwater Utility Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 2020-220-1 with Dokken Engineering in a form approved by the City Attorney to increase the contract amount from \$450,000 to an amount not to exceed \$800,000 and extend the contract term from December 31, 2023, to December 31, 2024, for on-call stormwater support services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND DOKKEN ENGINEERING
FOR STORMWATER SUPPORT SERVICES**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Dokken Engineering, a ("Professional") as of October 17, 2022. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated January 4, 2021, for the provision of stormwater support services; and

WHEREAS, Dokken Engineering has provided an excellent performance record and an effective understanding of the city's desired level of services; and

WHEREAS, this First Amendment will increase the total compensation amount from \$450,000 to an amount not to exceed \$800,000, and extend the end date of the PSA from December 31, 2023 to December 31, 2024, for the provision of on-call stormwater engineering services; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from December 31, 2023 to December 31, 2024. 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, 2024. 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 \$450,000. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Eight Hundred Thousand Dollars (\$800,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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.
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 Dalia Fadl ("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:

Dokken Engineering
Attn: Pamela Dalcin-Walling
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Email Address (for Insurance Update Requests):
pdwalling@dokkenengineering.com

Any written notice to City shall be sent to:

Dalia Fadl
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

SIGNATURE PAGE FOLLOWING

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

John Klemunes, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

MEMORANDUM



ITEM 16.6.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
Micah Runner, Deputy City Manager
SUBJECT: **A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH PLACEWORKS FOR ENVIRONMENTAL SERVICES FOR THE ENVIRONMENTAL IMPACT REVIEW OF THE MILLS CROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute contract 2021-342-2 with Placeworks increasing the contract amount by an amount not to exceed \$168,344 to complete a Subsequent Environmental Impact Report (SEIR) for the Mills Crossing project.

BACKGROUND

The Mills Crossing project has entered into the predevelopment phase under a 2-phase Predevelopment Agreement. Phase 1 predevelopment activities will complete the project's environmental review, create the detailed building architectural designs, and perform other steps necessary to ready the project for construction. These include development of a needs assessment and program, pre-design services, basis of design, schematic design services, entitlement package, design development services, financing, and estimated cost of operation, and culminating in preparation of a Guaranteed Maximum Price (GMP) to deliver the project complete and operational.

As anticipated, the environmental review of the project must be completed in order to move the project forward into the 2nd phase Development Agreement and construction of the Mills Crossing project.

The SEIR is proposed to be a focused environmental impact report since development has already been assumed and reviewed in the City's General Plan. Topics proposed to be focused out include aesthetics, agricultural resources, geology and soils, hazards, and hydrology and water quality, because the conditions related to these topics haven't changed and the type of development proposed would not substantially change the level of impact relative to these topics. These topics will be addressed in a section of the SEIR titled "Effects Adequately

Addressed in the General Plan EIR.” The proposed scope includes technical studies for certain footprint-related topics because site-specific information would be needed to disclose potential effects that were not addressed with adequate detail in the General Plan EIR for a project-specific analysis. Those include biological resources, cultural resources, air quality and greenhouse gas emissions, and noise analysis.

The environmental review will proceed concurrently with the detailed design activities, and the preparation and completion of the SEIR will not infringe or limit the anticipated public outreach for the design process. The SEIR is anticipated to take 9-12 months for completion and will have multiple opportunities for public feedback. This process will include public Notice of Preparation, a public scoping meeting, Notice of Availability when the Draft EIR is prepared, 45-day public review period, and at least one public hearing. Comments are welcomed at any time during the process. The project design activities will follow a separate public outreach process with the City’s development team and architects over the next year while the SEIR process is ongoing.

FISCAL IMPACT AND FUNDING SOURCE

The SEIR contract will be for a not to exceed amount of \$168,344 to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-342-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING A CONTRACT AMENDMENT WITH
PLACEWORKS FOR THE ENVIRONMENTAL IMPACT REVIEW OF THE MILLS CROSSING
PROJECT**

WHEREAS, the City of Rancho Cordova (the “City”) owns fee simple title in that certain property consisting of approximately 9.85 acres located in the City at 10153-10179 Folsom Blvd (the “Property”); and

WHEREAS, the City is in the process of developing a mixed-use community- and transit-oriented project on the Property (the “Mills Crossing Project” or the “Project”); and

WHEREAS, the City has been working with Griffin | Swinerton, LLC (the “Developer”) to develop the Mills Crossing Project and executed a 2-phase Predevelopment Agreement with the Developer as of July 18, 2022; and

WHEREAS, the environmental review of the Project is an essential task in phase 1 of the Predevelopment phases to meet California Environmental Quality Act (“CEQA”) requirements and allow the project to proceed to a Development Agreement and ultimate construction of the Project; and

WHEREAS, the City desires to enter into a Professional Services Agreement Amendment with Placeworks, a California Corporation, to complete the necessary environmental review in an amount not to exceed \$168,344.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his or her designee, to execute Contract No. 2021-342-2 with Placeworks. in the amount of \$168,344 for environmental impact report preparation for the City’s property at 10153-10179 Folsom Blvd and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 16.6.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
PLACEWORKS**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Placeworks, a California Corporation ("Professional") as of October 17, 2022. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated January 1, 2022 for the purpose of providing environmental planning services; and

WHEREAS, the Parties entered into a Professional Services Agreement Amendment ("PSA 1st Amendment") dated May 18, 2022 to expand the scope of work to include Phase 1 Environmental Site Assessments for City property acquisitions; and

WHEREAS, this Amendment will expand the scope to have Professional provide additional environmental planning support in the preparation of the Subsequent Environmental Impact Report ("SEIR") for the City's Mills Crossing Project, extend the term one additional year to June 30, 2023, and increase the contract budget amount by an additional \$168,344; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from June 30, 2023 to June 30, 2024. 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 June 30, 2024, 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 One Hundred Thousand Dollars (\$100,000.00). 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 Two Hundred Sixty-Eight Three Hundred Forty-Four Dollars (\$268,344.00), 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. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall replace and supersede the PSA's **Exhibit A**.
4. 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.
5. 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.
6. **Contract Administration.** This Agreement shall be administered by Darcy Goulart ("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:

Patrick Hindmarsh

Placeworks

101 Parkshore Drive, Suite 112

Folsom, CA 95630

Email Address (for Insurance Update Requests):

phindmarsh@placeworks.com

Any written notice to City shall be sent to:

Darcy Goulart, Planning Manager

2729 Prospect Park Drive

Rancho Cordova, CA 95670

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Keith McCann, CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney
Date: _____

EXHIBIT A
SCOPE OF SERVICES



September 22, 2021

Darcy Goulart, Planning Manager
CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: ENVIRONMENTAL SERVICES TO BE PROVIDED BY PLACEWORKS FOR THE PLANNING DEPARTMENT

Dear Ms. Goulart:

Per your request, we offer this proposal to provide Environmental Coordinator services to the Planning Department. Patrick Hindmarsh will be the main point of contact for this task, which will be a subtask under our current contract with the City. Based on Patrick's previous experience at the City of Rancho Cordova, we assume the following services will be provided:

- PlaceWorks staff will be routed application materials for new assignments and we will work with assigned planners to determine the appropriate level of CEQA compliance that would be required.
- For projects that qualify for an exemption, we can assist the planner with CEQA language for staff reports and prepare the Notices of Exemption, if requested.
- If a Negative Declaration or Mitigated Negative Declaration is required, PlaceWorks staff can prepare that for the City.
- For projects that require an EIR, PlaceWorks can assist the City in preparing a Request for Proposals and assist the City in selecting the consultant team for the project.
- PlaceWorks will review environmental documents prepared by other consultants for CEQA adequacy.
- If requested, PlaceWorks can also provide peer review of technical studies for air quality, greenhouse gases, and noise submitted by other consultants.
- Patrick will be available to attend weekly/biweekly staff meetings and other meetings or hearings upon request.
- Services will be billed on a time and materials basis.
- PlaceWorks will conduct Phase 1 Environmental Site Assessments for City site acquisition projects in accordance with ASTM and USEPA Standards and Practices for All Appropriate Inquiries.

If you have any questions or want to discuss the scope of work, please contact Patrick at (916) 822-1822 or phindmarsh@Placeworks.com. Thank you for the opportunity to assist the City. We look forward to working with you again.

Sincerely,
PLACEWORKS

Mark Teague, AICP
Managing Principal

Patrick Hindmarsh
Project Manager

October 7, 2022

Stephan Heisler, Housing Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Proposal to Provide Consultant Services for Environmental Review for the Mills Crossing Project

Dear Mr. Heisler:

Please accept the attached submittal as PlaceWorks' proposal to provide Consultant Services for Environmental Review Mills Crossing Project.

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 130 employees in seven offices throughout California. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 45 years. Serving both public- and private-sector clients throughout the state, PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services. Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

To complement our in-house services, we are partnering with ECORP for biological resources, cultural resources, air quality and greenhouse gas emissions, and noise analysis. We believe this team of professionals is well suited to assist City staff with this project.

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work is distinctly different, so is our thinking.

Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

Sincerely,
PLACEWORKS



Mark Teague

PLACEWORKS

EIR SCOPE OF WORK

Project Understanding and Assumptions

It is our understanding that the proposed would include the following components on an approximately 10-acre site:

1. COMMUNITY-COMMERCIAL BUILDINGS:

- 20,000 to 30,000 sq feet Community Health Clinic
- 30,000 to 40,000 sq feet Community Arts Center, with planned uses:
 - flexible “black box” theater,
 - artist studio workspaces
 - classrooms
 - rehearsal space
 - gallery/exhibit spaces
- 30,000 to 50,000 sq feet Flex Community-Commercial Center, with planned uses:
 - meeting hall
 - commercial-community office and co-working hub, flexible meeting space
 - commercial teaching kitchen, maker space, and workforce training space
 - flexible small tenant uses such as AV Production/Podcast studio, day care/childcare, dance/movement, exercise center
 - ancillary retail, e.g. café, fresh food market, food hall, professional services, etc.

2. HOUSING:

- 55-60 multi-family affordable apartments
- 50-60 zero lot line, townhouse-style for sale homes

3. PUBLIC OPEN SPACE:

- 1.3-1.5-acre neighborhood & community greens
- 0.8-1.0-acre plaza

4. PARKING STRUCTURE:

275-325 stall parking structure

The site was assumed for development in the General Plan. We proposed preparation of a Subsequent Environmental Impact Report (SEIR) based on the City’s General Plan EIR. Because the project site was assumed for development in the City’s General Plan, it is our opinion that certain footprint-related topics can be focused out in the EIR as adequately addressed in the General Plan EIR. The topics that we propose to focus out include aesthetics, agricultural resources, geology and soils, hazards, and hydrology and water quality, because the conditions related to these topics haven’t changed and the type of development proposed would not substantially change the level of impact relative to these topics. These topics will be addressed in a section of the SEIR titled “Effects Adequately Addressed in the General Plan

EIR.” This scope of works includes technical studies for certain footprint-related topics because site-specific information would be needed to disclose potential effects that were not addressed with adequate detail in the General Plan EIR for a project-specific analysis. Those include biological resources, cultural resources, air quality and greenhouse gas emissions, and noise analysis.

PROJECT TASKS

Task 1.1: Project Management, Administration, & Hearings. Mark Teague, AICP, will be the Principal in Charge and Patrick Hindmarsh will be responsible for managing the EIR. PlaceWorks will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers considering the project. To the maximum extent possible, we will coordinate throughout the process to streamline process and avoid or anticipate any changes that could result in delay. The scope assumes regular meetings with City to keep apprised of the update process.

PlaceWorks will attend up to two public hearings for certification of the EIR —two City Council hearings — to present the findings of the environmental review and respond to any CEQA-related questions from commissioners and City Council members. Four hours are assumed for each public hearing, which includes preparation of a PowerPoint, meeting preparation, and attendance time.

Task 1.2: NOP & Scoping Meeting. PlaceWorks will prepare a Notice of Preparation (NOP) of a Draft EIR. The NOP will clearly identify the public review period, contact person, scoping meeting date, and address established for submitting comments on the project. As this EIR will be comprehensive, we recommend using the abbreviated Notice of Preparation method discussed in Section 15060(d) of the CEQA Guidelines that allows the City to dispense with an initial study. Our budget assumes that PlaceWorks will distribute the NOP to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. It is assumed that the City will be responsible for all newspaper notices, site postings, internal distribution and any direct mailings, submittal to the County Clerk, and will post the NOP on the City’s website. The schedule for the NOP is based largely on when a project description can be developed. While the finer details of the project description can wait until the plan is drafted, the NOP needs to have sufficient detail to allow the public and agencies to understand the project. This will be particularly important for the areas where we want to refine the vision of the City.

PlaceWorks will organize and conduct one public scoping meeting to explain the CEQA process and the extent of the project. The scoping meeting is required by CEQA for a project of this type and is intended to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. We recommend that the formal scoping meeting be held one to two weeks after the release of the NOP so that the public has time to read through the NOP, and public concerns about environmental issues can be identified. As CEQA does not require a response to NOP comments, we will include a summary of them in the EIR, with reference to where each comment is addressed or an explanation for why it is not addressed (e.g., not an environmental issue).

Task 1.3: Technical Studies. PlaceWorks will team with ECORP for air quality (AQ), greenhouse gas emissions (GHG), noise, and biological and cultural resources. The following is a summary of the scopes used to prepare the budget estimates:

Task 1.3.1: Cultural Resources Inventory. ECORP will conduct a cultural resources inventory of the Mills Crossing Project Area, which consists of approximately 9.7 acres of land at the corner of Folsom Boulevard and La Loma Drive in Rancho Cordova, Sacramento County.

The cultural resources inventory will be conducted by or under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeology. This study will be conducted pursuant to compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations in 36 CFR 800.

ECORP will conduct a records search and literature review with the California Historical Resources Information System's (CHRIS) North Central Information Center (NCIC). The CHRIS records search will identify the locations and extent of previous surveys conducted within 0.5-mile of the Project area and will determine if there are any known cultural resources (i.e., pre-contact [prehistoric] or historic archaeological sites or historic-period features) located within or near the Project area. ECORP will request a search of the Sacred Lands File from the California Native American Heritage Commission (NAHC). The Sacred Lands Files search will identify any known sensitive or sacred Native American resources located within or near the Project area that have been previously reported to the NAHC.

Where ground conditions can accommodate, ECORP will complete an intensive field survey using pedestrian transect intervals spaced 15 meters apart. The Project area will be examined for evidence of cultural resources, including pre-contact and historic-period (i.e., over 50 years of age) archaeological deposits and built environment features.

A summary of all findings will be provided in an inventory report, following OHP's recommended content and format. The report will provide the historic context, regulatory context, as well as the methods, field results, and recommendations.

Task 1.3.2: Biological Resources Assessment/Preliminary Wetland Assessment. ECORP will conduct a biological resources assessment for the approximately 9.7-acre Mills Crossing project located in the City of Rancho Cordova, Sacramento County, California. ECORP will conduct a review of existing biological information in the region and documentation specific to the project, including a literature review. The literature review will include available information such as aerial photography and database queries of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS) for potentially occurring special-status species in the vicinity of the project. This assessment will also include aerial photograph interpretation and a reconnaissance-level site investigation to identify and characterize vegetation communities present onsite and the approximate extent of potential aquatic resources (preliminary aquatic resources assessment). Vegetation communities, including riparian vegetation, will be assessed and mapped using the Manual of California Vegetation (Sawyer et al., 2009). The assessment will also include an evaluation of special-status species with potential to occur onsite based on the literature review and reconnaissance-level site visit.

A summary of the findings will be incorporated into the biological resources assessment report. The report will provide the regulatory context, as well as the methods, results, and recommendations for appropriate mitigation measures to address potential impacts to biological resources for incorporation

into the California Environmental Quality Act (CEQA) review document. Potential impacts to biological resources will be assessed using the CEQA Appendix G Checklist. As part of the biological resource assessment, ECORP will also identify the likely required permits and approvals to implement the project design and construct the project. This scope assumes that the project boundary will be provided in AutoCAD format to ECORP at the start of preparation, and that no changes to the original project boundary or land use components occur.

Task 1.3.3: Air Quality and Greenhouse Gas Emissions Assessment. ECORP proposes to evaluate potential air quality and GHG emission-related impacts in a technical report. The analysis will be supported by modeling documentation, which would be included as an appendix to the technical report. The assessment of air quality and greenhouse gas (GHG) emissions will quantify emissions generated by the Proposed Project using the most recent version of the California Emissions Estimator Model (CalEEMod) modeling software. CalEEMod is a statewide land use emissions computer model designed to quantify pollutant emissions associated with operations from a variety of land use projects. Project criteria air pollutant and GHG emissions will be compared to the thresholds of significance promulgated by the Sacramento Metropolitan Air Quality Management District (SMAQMD). The analysis will also describe and address the requirements set forth by the SMAQMD Guide to Air Quality Assessment in Sacramento County. Project consistency with the latest SMAQMD Air Quality Attainment Plans will also be evaluated. These include the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2015), the PM_{2.5} State Implementation Plan (2013), and the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County (2010).

Task 1.3.4: Noise. The evaluation of noise impacts associated with the Project will be completed by staff members who are noise experts. The applicable noise criteria for the Project area (i.e., the City of Rancho Cordova General Plan Noise Element and Municipal Code) will be reviewed and discussed for land uses adjacent to, and nearby, the Project Site as they will be the basis for the Project impact determination and whether mitigation is necessary. In order to establish the existing ambient noise levels currently experienced at the Project Site, and thus noise/land use compatibility for the proposed residential land uses, ECORP will conduct a noise survey involving a series of short-term (15-minute) baseline noise measurements at up to five separate locations in the Project vicinity. Additionally, one long-term (24-hour) ambient noise level measurement will be conducted on the Project Site.

Construction would occur during implementation of the Proposed Project. Noise levels from construction sources will be analyzed using the Federal Highway Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. In order to evaluate the potential health-related effects (physical damage to the ear) from construction noise, construction noise will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at the nearby residences. In addition to construction noise, an analysis of vibration impacts will be prepared based on the California Department of Transportation's vibration analysis guidance.

The evaluation of the Project's contribution to noise increases over existing conditions will be addressed. The analysis of onsite noise will rely on the SoundPLAN 3D noise model, which will be used to calculate the propagation/spread of onsite Project noise levels from onsite Project operations. The SoundPLAN 3D noise model predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings and barriers. A

noise contour graphic will be prepared to depict the noise levels at the surrounding receptors. The modeling results and noise contour graphics will be discussed and summarized in the analysis.

Another major source of noise associated with the Project would be offsite automobile traffic. Potential noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format.

ECORP proposes to evaluate noise impacts in a technical report. Where appropriate, the analysis would be supported by modeling documentation, which would be included as an appendix to the report.

Task 1.4: Administrative Draft EIR. PlaceWorks will prepare an EIR in accordance with Section 15168 of the CEQA Guidelines. The EIR will rely on General Plan policies, existing regulations, ordinances, and adopted standards before recommending mitigation. Any mitigation measures will be discussed with the City to ensure that the measure is feasible. The completed Administrative Draft EIR (ADEIR) will be submitted to City staff for review and comment. As appropriate, PlaceWorks' project manager will meet with City staff to discuss the comments and make changes to the EIR. PlaceWorks will prepare a Screencheck DEIR that incorporates modifications made to the ADEIR for the City to ensure that all agreed to revisions are incorporated prior to publication. It is assumed that review of the Screencheck DEIR will not result in any new technical analysis or substantial text revisions. For the purposes of this proposal, we assume that one round of review of the Screencheck Draft EIR by City staff will be necessary. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are requested.

Task 1.5: Public Draft EIR. PlaceWorks will prepare the public Draft EIR for distribution and provide a draft Notice of Availability (NOA) for publication. Unless requested otherwise by the City, our budget assumes that PlaceWorks will reproduce and distribute the public draft EIR and NOA to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. It is assumed that the City will be responsible for all newspaper notices and site postings, the County Clerk, and if necessary, will post the EIR on the City's website.

Task 1.6: Final EIR/Response to Comments/Mitigation Monitoring and Reporting Program. PlaceWorks will prepare responses to comments received on the EIR during the 45-day public review period. The Response to Comments will contain an introduction describing the EIR public review process, copies of all comment letters received, written responses to comments, and revisions to the Draft EIR, if required. PlaceWorks will also provide a draft of the Mitigation Monitoring and Reporting Program (MMRP). Responses will be prepared by PlaceWorks, with input from the City, as needed. Responses will focus on comments that address the adequacy of the environmental document. Comments that do not address the adequacy of the EIR will be noted as such and no further response will be provided. As required by CEQA, responses to public agency comments will be provided to those agencies a minimum of 10 days prior to consideration of the project by the City Council.

Task 1.7: Findings of Fact and Notice of Determination. PlaceWorks will prepare draft findings of fact (FoF) for each of the significant impacts identified in the EIR and the determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures. Coordinating with the City, PlaceWorks will also draft statement of overriding considerations for unavoidable significant impacts

that may be identified in the EIR. The FoF will be incorporated into the resolution(s) for approval of the project. PlaceWorks will draft the Notice of Determination (NOD) for the City to review before the City files the forms with the County Clerk.

Budget Summary		Totals
1.1	Project Management, Administration, & Hearings	\$8,374
1.2	NOP & Scoping Meeting	\$6,755
1.3	Technical Studies	
1.3.1	<i>Cultural Resources</i>	\$11,275
1.3.2	<i>Biological Resources</i>	\$9,570
1.3.3	<i>AQ/GHG</i>	\$5,835
1.3.4	<i>Noise</i>	\$7,320
1.4	Admin Draft EIR	\$81,742
1.5	Public Draft EIR	\$6,814
1.6	Final EIR/ MMRP	\$19,268
1.7	Findings of Fact	\$9,741
	Expenses	\$1,650
Totals		\$168,344

MEMORANDUM



ITEM 16.7.

DATE: October 17, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-219 WITH 50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$158,000 FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES FOR ENCOURAGEMENT AND EDUCATION OF SUSTAINABLE TRANSPORTATION WITHIN THE CITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with 50 Corridor Transportation Management Association in a not to exceed amount of \$158,000 for transportation demand management services.

BACKGROUND

The City of Rancho Cordova has created a partnership with the 50 Corridor Transportation Management Association (50 TMA) to provide programs and innovative solutions that encourage the use of sustainable modes of transportation such as active modes, carpooling, and transit. The 50 TMA provides services for communities in Rancho Cordova, Folsom, and unincorporated Sacramento County, along with private employers along the US-50 corridor.

The funding for this agreement comes from a levy on the communities contained within Transit Zones 1, 2, and 3. These funds are returned to source, therefore the services outlined in the attached agreement are limited to these communities.

The scope of services contained in the agreement include:

1- Demand Analysis and Performance Metrics. This task will collect available, anonymous data from Rancho Cordova residents to establish a baseline of information describing where people want and need to go. This data will help tell the story of current travel patterns and can inform decision making for future transportation investments.

2- Sustainable Trips. Ridershare matching, discount transit fare, encouragement and incentives, and guaranteed ride home services have proved to reduce private vehicle trips. This task will allocate resources to provide and market these proven strategies.

3- Active Transportation Events. Bicycle repair tune ups, family-friendly bike rides, and safety workshops have been well received in the communities. This task will continue these traditions along with additional events supporting May is Bike Month.

4- Smart Routes to School. This task takes the education and encouragement into the elementary schools of McGarvey Elementary School and Sunrise Elementary school which are located in the identified zones.

FISCAL IMPACT AND FUNDING SOURCE

The contract is not to exceed \$158,000 funded by the annual levy and collection of charges for the Rancho Cordova transit related services benefit districts, Zone 1, 2, and 3. There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-219

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-219 WITH 50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$158,000 FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES FOR ENCOURAGEMENT AND EDUCATION OF SUSTAINABLE TRANSPORTATION WITHIN THE CITY

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2022-219 with 50 Corridor Transportation Management Association for an amount not to exceed \$158,000 for transportation demand management services that encourages and promotes sustainable transportation within the City for fiscal year 2022-23; and

WHEREAS, the services provided will encourage walking and bicycling to school for the building of healthy habits and reducing traffic congestion; and

WHEREAS, the services will encourage carpooling, taking transit, and bicycling to work through education and incentive programs; and

WHEREAS, the services will promote a positive image of the City and encourage thoughtful, sustainable travel behaviors; and

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

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

WHEREAS, this contract will be funded by the annual levy and collection of charges for the Rancho Cordova transit related services within benefit districts Zone 1 & 2.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract No. 2022-219 with 50 Corridor Transportation Management Association in an amount of \$158,000 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 16.7.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and 50 Corridor Transportation Management Association ("Professional") as of July 1, 2022.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2023**, 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 \$158,000, 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

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from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (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 make the final payment 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.

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- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

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

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$158,000). 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.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

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

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

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

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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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 and all 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, and any attorneys' fees and costs incurred by the City to enforce this Section.

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

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods 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 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, agent or subcontractor to become eligible for a claim for PERS benefits.

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

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Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

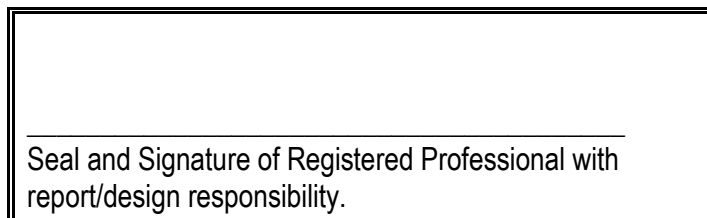
Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this

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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 Drew Hart ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Executive Director
50 Corridor TMA
Mail Only: 11230 Gold Express Drive, 310-263, Gold River, CA 95670
Email Address (for Insurance Update Requests)
execdirector@50corridor.com
- Any written notice to City shall be sent to:
Drew Hart
Senior Transportation Planner, Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES



**Corridor
TMA**

Exhibit A - Scope of Services

Background

The purpose of this exhibit is to outline the Transportation Demand Management (TDM) services that the 50 Corridor Transportation Management Association (TMA) proposes to provide to the City of Rancho Cordova in Transit Zones 1, 2, and 3.

Rancho Cordova Transit Zones

Transit Zone 1

The boundaries of Transit Zone 1 and the former County Service Area 10 Benefit Zone 1 are congruent. Transit Zone 1 covers the Zinfandel Special Planning Area, which is generally located south of International Boulevard, north of Mather Boulevard, east of Femoyer Street, and West of the Folsom South Canal.

Transportation service fees are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services described in the CSA Formation Report and in conditions of development included in County Ordinance No SCZ 2000-018 and related planning documents, including a Transportation System Management Plan and AQ-15 Plan.

Transit Zone 2

The boundaries of Transit Zone 2 and the former County Service Agreement 10 Benefit Zone 2 are congruent. Transit Zone 2 covers the Sunrise Douglas Community Plan and SunRidge Specific Plan Areas, which are generally located south of Douglas Boulevard (plus a small triangular section adjoining to the north), north of Kiefer Boulevard, east of Sunrise Boulevard, and west of Grant Line Road. Transportation service fees are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services described in the CSA Formation Report and in conditions of development included in County Ordinance SCZ 2002-014 and related planning documents, including a Transportation System Management Plan and AQ-15 Plan. In particular, Transit Zone 2 has a targeted goal of 30% reduction in daily vehicle trips.

Transit Zone 3

Transit Zone 3 covers the Capital Village Area, which is generally located south of Disk Drive, north of International Drive, east of Zinfandel Drive, and west of Prospect Park Drive. Transportation service fees

are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services.

50 TMA History

The 50 Corridor TMA was founded in 1994 as the Folsom-Rancho Cordova-El Dorado Transportation Management Association. In its 28-year history, it has served as a public private partnership delivering programs and innovative solutions that empower people to choose modes of transportation that enhance economic, environmental and public health. This includes serving as the exclusive TMA to six different residential communities:

1. Capital Village (City of Rancho Cordova)
2. Folsom Plan Area (City of Folsom)
3. North Vineyard Station Specific Plan Area (Unincorporated Sacramento County)
4. Rosemont (Pilot) Community (Unincorporated Sacramento County)
5. Sunrise Douglas Community Plan/SunRidge Specific Plan Areas (City of Rancho Cordova)
6. Zinfandel Special Planning Area (City of Rancho Cordova)

We also have member employers representing over 20,000 employees along the US-50 corridor and manage the Sacramento TMA, which represents over 90,000 employees within the City of Sacramento. To all of these constituents, we serve as a point of reference for new innovations and options in sustainable transportation, providing information, education, and direct services to help residents and workers choose sustainable modes of transportation.

50 TMA Approach

The COVID-19 pandemic has forced us to rethink Transportation Demand Management; while the mass movement towards work-from-home means many people are no longer commuting regularly to an office or work site, it does not necessarily mean they are driving less. In fact, many studies show that work-from-home results in higher Vehicle Miles Traveled (VMT) because people make more trips, are less likely to trip-chain, and have more flexibility to carry out household-serving trips throughout the day. For these and other reasons, the 50 TMA does not limit our TDM approach to commute trips. Rather, we provide information and strategies to help individuals assess all of their travel habits and to identify those trips they can most conveniently shift to sustainable modes. We make these strategies broadly appealing so that everyone has an opportunity to shift their behavior and so that small changes by many people can create change at scale.

Our approach to TDM is backed by the latest research, including best practices, case studies, and academic literature. The gold standard reference for measuring trip reduction and VMT reduction effectiveness in our region is the Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, published in August 2021 by the Sacramento Air Quality Management District, among other government agencies. Estimates of VMT reduction effectiveness included in the Scope of Services below are taken from this resource, unless otherwise footnoted.

Scope of Services

The 50 Corridor Transportation Management Association will provide the City of Rancho Cordova the following scope of services for Transit Zones 1, 2, and 3 for July 2022 through June 2023. Costs include staff time per the billing rate summary, hard program costs, marketing, data purchase, and reporting. Marketing costs include: printing, postage, and ad-buys. Hard program costs include but are not limited to: subsidies, event expenses (food, rentals, vendor services), and incentives. These costs are estimates; funds may be reallocated between tasks and zones with approval from the City.

Task 1 - Demand Analysis and Performance Metrics

Increasing transit service frequency has the potential to reduce VMT by more than 11%, while extending transit network coverage or hours can reduce VMT by nearly 5%. A best practice for transit planning or transportation demand management programming begins with a baseline understanding of where people want and need to go; in other words, where there is demand for travel. This task proposes to establish such a baseline of demand analysis, while also reviewing planning documents in order to align future TDM tasks with up-to-date information about travel behavior in each Transit Zone.

Work associated with this task would include the following:

- Review original Transportation Impact Analyses and associated planning documents and conditions of approval for each Transit Zone to understand vehicle trip estimates and trip reduction mandates.
- Analyze current travel behavior to and from each Transit Zone using (anonymized) big data from cell phones and other devices equipped with Location Based Services, which can be purchased from StreetLight Data, Inc. This data product includes trip origins and destinations by time of day for weekdays and weekend days, averaged over the course of a year or viewed seasonally and will allow us to see where there is the most demand for travel from residents of each Transit Zone and how those and other trips might best be served by transit and other TDM strategies. Two years of data will be analyzed: 2019 to represent pre-pandemic travel behavior and 2022 to represent post-pandemic travel behavior.
- Deliver memo and slidedeck presentation to City staff detailing results of origin-destination analysis, including performance to date vis-a-vis trip reduction mandates, recommendations for TDM strategies to meet those mandates, and metrics for monitoring effectiveness moving forward.
- Memo and presentation will also highlight opportunities to improve transit service to each Transit Zone. Final memo will incorporate one round of consolidated comments from City staff.

Task 2 - Sustainable Trips

Trip reduction programs have been shown to reduce VMT by between 4% and 26% depending on the level of reporting and penalties for missing trip reduction targets. Such programs include a standard suite of TDM strategies, including:

- Rideshare matching

- Discounted transit fare
- Encouragement and incentives for bicycling
- Vanpool coordination
- Guaranteed ride home

Marketing alone to support such strategies has been shown to reduce VMT by up to 4%. In fact, a pilot carried out in Rancho Cordova in 2003-2004 achieved a 4% reduction in VMT, or about 160,000 miles per year, through individualized marketing to promote light rail as an alternative to driving.¹ Work completed towards this task will take this pilot as inspiration and draw on best practices from other TMAs around the country.

Community-based travel planning is a related trip-reduction strategy that can be integrated with our marketing efforts. This might include sending maps to residents' homes that show transit routes and bikeways from their neighborhood to popular nearby destinations identified in Task 1. Such community-based travel planning has been shown to reduce VMT by over 2%.

Work associated with this task would include the following:

- Provide incentives to residents and employees within the Transit Zones when they carpool, walk, bike, and take transit. May also include subsidies for vanpools, carsharing, or electric mobility, such as in-home electric vehicle chargers and electric-assist bicycles when those subsidies are determined to be the most effective emissions reduction strategy for a household.
- Provide guaranteed ride home to support mode shift, including subsidized rides by Yellow Cab and Enterprise rental car to support residents when they choose sustainable modes and need a ride home. We will also expand this service to include Lyft and/or Uber rides for added convenience.
- Marketing for sustainable trips incentive programs and guaranteed ride home, as well as education around sustainable transportation options and community-based travel planning via direct mail, social media ads, email, and other marketing channels. New resident welcome packs and coordination with local real estate agents and developer staff. This task also includes staff time to administer incentives, guaranteed ride home, and develop and carry out related marketing campaigns.

Task 3 - Active Transportation Events

Reducing barriers to bicycling has been shown to reduce VMT by over 4%. Work associated with this task would include the following:

- Bicycle tune-ups, family-friendly bike rides, bike safety and education workshops, ebike demonstrations and test-rides, and/or ebike conversion workshops to encourage bicycling for public health, convert recreational riders into active transportation cyclists, and empower riders to make more trips by bicycling.

¹ *Federal Transit Administration Individualized Marketing Demonstration Program*, 2006. Available at: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/IMDP_Final_Report.pdf

- Support and promote May is Bike Month through Love to Ride online platform and in-person events.
- Marketing for active transportation events and education around active transportation options via direct mail, social media ads, email, and other marketing channels.
- Staff time to plan and carry out active transportation events and to develop and carry out related marketing campaigns.

Task 4 - Smart Routes to School

School pools and smart routes to school programs do not have quantified VMT benefits, according to the *Handbook for Analyzing Greenhouse Gas Emission Reductions*, but the Handbook does include the strategies as options that may have co-benefits when combined with other VMT reduction strategies. It also means there simply may not be enough research to support a quantified VMT reduction.

Work associated with this task would include the following:

- Continue trip tracking program at Robert J. McGarvey Elementary School, using Active4.me barcode scanning technology, 6th grade student leader volunteers, and parent volunteers. Support the program with prizes, such as books and ice cream parties. Continue outreach to parents and faculty at Sunrise Elementary School about restarting their Smart Routes to School program, which was discontinued during the pandemic. (The fee estimate below does not include budget for Sunrise Elementary because they have not expressed interest in restarting the program at this time.)
- Continue bicycling education and safety programs at McGarvey Elementary School, including events to support Clean Air Day and May is Bike Month.

Task 5 - Project Management

Work associated with this task would include staff time to complete monthly invoices and periodic reports to City staff and/or City Council.

EXHIBIT B
COMPENSATION SCHEDULE



**Corridor
TMA**

Exhibit B - Cost Estimate

Cost Estimate

	Zone 1 Zinfandel/Stone Creek	Zone 2 Anatolia	Zone 3 Capital Village	Total
Task 1 - Demand and Performance	\$9,000	\$13,000	\$8,000	\$30,000
Task 2 - Sustainable Trips	\$12,000	\$47,000	\$7,000	\$66,000
Task 3 - Active Transportation Events	\$10,000	\$20,000	\$7,000	\$37,000
Task 4 - Smart Routes to School	\$0	\$10,000	\$0	\$10,000
Task 5 - Project Management	\$5,000	\$6,000	\$4,000	\$15,000
Total	\$36,000	\$96,000	\$26,000	\$158,000
Number of Households	1,705	6,733	1,064	9,502
Cost per Household	\$21	\$14	\$24	\$17

Billing Rate Summary

Staff Position	Hourly Rate	Hourly Pay Range
Executive Director	\$150	\$50 - \$60
Part Time Staff (without benefits)	Actual hourly wage x 2	\$20 - \$50
Full Time Staff (with benefits)	Actual hourly wage x 2.5	\$25 - \$50

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																			
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																				
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																				or										Employer identification number																			
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Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶	Date ▶																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																				
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																				
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

Form W-9 (Rev. 10-2018)

Page **3**

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

5039343.1

MEMORANDUM



ITEM 16.8.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-120 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. IN AN AMOUNT NOT TO EXCEED \$799,469 FOR ON-CALL CONCRETE MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2022-120 with Central Valley Engineering & Asphalt, Inc. in an amount not to exceed \$799,469 for on-call concrete maintenance services.

BACKGROUND

City staff released a Request for Bids document for on-call concrete maintenance services on September 2, 2022. The work scope includes repair, replacement and installation of sidewalks, gutters, curbs and medians in the public right of way. On-call contracts for concrete maintenance services improve safety and aesthetics by allowing repairs to be completed quickly and efficiently.

Bids for this contract were solicited on the City's website, CIPList.com, the Rancho Cordova Chamber of Commerce, and the Sacramento, Placer and El Dorado County Builders Exchanges on September 2, 2022. Bids for the project were publicly opened on September 21, 2022. A total of three (3) bids were received. The lowest responsive bid was in the amount of \$799,469 from Central Valley Engineering & Asphalt, Inc. The bid summary sheet is provided as [Attachment 2](#).

FISCAL IMPACT AND FUNDING SOURCE

The contract will be funded by Measure A maintenance funds and has no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Bid Summary

3. Contract No. 2022-120

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-120 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. IN AN AMOUNT NOT TO EXCEED \$799,469 FOR ON-CALL CONCRETE MAINTENANCE SERVICES

WHEREAS, the City solicited bids for on-call concrete maintenance services under the requirements of state law on September 2, 2022; and

WHEREAS, the City publicly opened bids on September 21, 2022; and

WHEREAS, the lowest responsive bidder was Central Valley Engineering & Asphalt, Inc; and

WHEREAS, the work scope includes repair, replacement and installation of sidewalks, gutters, curbs and medians in the public right of way; and

WHEREAS, adoption of this resolution will allow the City Manager to execute a three-year contract with Central Valley Engineering & Asphalt, Inc. in an amount not to exceed \$799,469; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the contract will be funded by Measure A maintenance funds, and has no impact to the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-120 with Central Valley Engineering & Asphalt, Inc. in an amount not to exceed \$799,469 in a form approved by the City Attorney for on-call concrete maintenance services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on 17th day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 16.8.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

ITEM 16.8.

ATTACHMENT 2

	On-Call Concrete Maintenance Services													
	Rancho Cordova City Hall													
	2729 Prospect Park Drive, Rancho Cordova, CA 95670													
	September 21, 2022 - 11:00 A.M.													
Letter Designation	Contractor	Bid Grand Total	Cost Form	Bid Schedule	Contractor's License	DIR Form	Experience Qualification	Employee Qualifications	Designation of Subs	Operations Plan	Exceptions to Agreement	Bid Bond	Non-Collusion Affidavit	Signature Page
A	Central Valley Engineering & Asphalt, Inc.	\$799,469.00	X	X	X	X	X	X	NA	X	X	X	X	X
B	B & M Builders, Inc.	\$1,065,266.00	X	X	X	X	X	X	X	X	X	X	X	X
C	Biondi Paving, Inc.	\$912,278.00	X	X	X	X	X	X	X	X	X	X	X	X
D														
E														
F														
G														
H														
I														
J														
K														
L														
M														
N														
Attendees:														
Kelly Thompson, Deputy City Clerk														
Victor Ramos, Operations and Maintenance Technician														

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CENTRAL VALLEY ENGINEERING & ASPHALT, INC.
FOR ON-CALL CONCRETE MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. ("Contractor") as of October 17, 2022.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for On-Call Concrete Maintenance Services ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on September 2, 2022 on the City of Rancho Cordova website and on CIPList.com ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the "Plans and Specifications".

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2022-120 as provided for and set forth in said Plans and Specifications, which are hereby incorporated and made a part of this Agreement. All of the work done under this Agreement shall be under the supervision of and be performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by

the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through June 30, 2025, as described in Section 2.3 of the attached.

Section 4. PAYMENT. Attached hereto as Exhibit A and by reference incorporated, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. Actual payment will be based upon the quantities as measured in the field. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. The total contract amount is set at a not to exceed amount of \$799,469 for the term of this Agreement.

Section 5. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed

that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

9.1 Contractor's Performance. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

9.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor 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, and any attorneys' fees and costs incurred by the City to enforce this Section.

- 9.3 **No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. NONDISCRIMINATION AND EQUAL OPPORTUNITY. The Contractor 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 or applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 11.2 **Contract Administration.** This Agreement shall be administered by Operations & Maintenance Division Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.3 **Notices.** Any written notice to Contractor shall be sent to:
- Warren Holt
Central Valley Engineering & Asphalt, Inc.
216 Kenroy Lane
Roseville, CA 95678
bayley@cenvalley.com
- Any written notice to City shall be sent to:
- Victor Ramos
City of Rancho Cordova
O&M Division
3303 Luyung Drive
Rancho Cordova, CA 95742
- 10.4 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Warren Holt, President

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the:

- County of Sacramento, Municipal Services, Standard Construction Specifications
<https://saccountyspecs.saccounty.gov/Pages/default.aspx>
- Standard Specifications, State of California, California State Transportation Agency, Department of Transportation
http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2018_StdSpecs/2018_StdSpecs.pdf

and this RFB, herein referred to as Special Provisions.

2.2 DESCRIPTION OF WORK STANDARDS

All Bidders accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general concrete maintenance, including curb/gutter and sidewalk replacement, sidewalk saw-cutting, tree root removal, root barrier installation, and ADA ramp installation within the City, as further designated in this RFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by concrete maintenance contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies, and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work, and noncompliance may result in work stoppage by the Contract Manager.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards that create life-threatening situations or potential bodily harm shall be remedied immediately by the Contractor.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing concrete maintenance work and traffic control regulations during work, as applicable to individual locations being

ITEM 16.8.

On-Call Concrete Maintenance Services
Request for Bids

Equipment: Selected Contractor must furnish all tools and equipment needed to provide a high level of workmanship, ensure continuous and safe operation, and complete work per the current City and standard specifications. The City may require equipment demonstration during the selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan**.

2.3 COMMENCEMENT OF WORK

Bidders acknowledge that the submittal of a bid does not constitute any acceptance of work by the City. Additionally, the receipt of an award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City plans to award a contract for On-Call Concrete Maintenance Services by October 17, 2022. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Bidder unable to meet this timeframe shall not be considered for award.

2.4 TERM OF AGREEMENT

Any contract resulting from a submitted Bid is expected to be a three (3) year contract starting from the time at which the contract is fully executed. If mutually agreeable to both parties, any resultant contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2) additional years.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This agreement may be terminated by the City upon sixty (60) calendar days prior to written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work that has been completed up to the effective date of such termination.

2.5 SUBCONTRACTORS

Bidders requiring additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same work standards as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled-out **Section 5.4, Designation of Subcontractors**.

2.6 ADDITIONAL CONTRACT PROVISION

Further Special Provisions guiding the execution of a contract for On-Call Concrete Maintenance Services are fully described in **Appendix C, Additional Contract Provisions**. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Contract Provisions as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Contractor's License Certification Form (Section 5.1)
- ☒ Department of Industrial Relations Contractor Registration Form (Section 5.2)
- ☒ Contractor Experience and Qualifications (Section 5.3)
- ☒ Employee/Staff Experience & Qualifications (Section 5.4)
- ☒ Designation of Subcontractors (Section 5.5)
- ☒ Operations Plan (Section 5.6)
- ☒ Exceptions to Agreement (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

SECTION 4
BID SCHEDULE

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for On-Call Concrete Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the Bidder agrees if this bid is accepted, that he/she will contract with the City, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus, and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the Bidder will take in full payment therefore the following amount to wit:

BID GRAND TOTAL \$ \$799,469

(List total Base Bid Grand Total from Bid Schedule – bottom line)

Company Name: Central Valley Engineering & Asphalt, Inc.

Primary Contact: Warren Holt Title: President

Business Address: 216 Kenroy Lane

City, State, Zip: Roseville, CA 95678

Telephone No.: 916-791-1609 Fax No: 916-791-6424

Email Address: Bayley@cenvalley.com

Website Address: https://cenvalley.com/

Authorized Signature: 

4.2 BID SCHEDULE *(Required submittal form)*

Maintenance Type	3 Year Estimated Quantity	Unit Price	Total Amount
1. Remove & Replace PCC Sidewalk (4" Thick) (Minimum 100 SF)	600 SF	\$ 30	\$ 18,000
2. Remove & Replace PCC Sidewalk (4" Thick) (Minimum 300 SF)	1,500 SF	\$ 30	\$ 45,000
3. Remove & Replace PCC Sidewalk (6" Thick) (Minimum 10 SF)	100 SF	\$ 45	\$ 4,500
4. Remove & Replace PCC Sidewalk (6" Thick) (Minimum 100 SF)	500 SF	\$ 40	\$ 20,000
5. Remove & Replace Curb Access Ramp (Minimum 128 SF)	512 SF	\$ 40	\$ 20,480
6. Remove & Replace Curb Access Ramp (Minimum 512 SF)	1,536 SF	\$ 40	\$ 61,440
7. Remove & Replace Type 1A PCC Curb & Gutter (Minimum 50 LF)	500 LF	\$ 95	\$ 47,500
8. Remove & Replace Type 1A PCC Curb & Gutter (Minimum 300 LF)	1,500 LF	\$ 90	\$ 135,000
9. Remove & Replace Type 2 PCC Curb & Gutter (Minimum 20 LF)	200 LF	\$ 95	\$ 19,000
10. Remove & Replace Type 2 PCC Curb & Gutter (Minimum 100 LF)	800 LF	\$ 90	\$ 72,000
11. Remove & Replace Type 3 PCC Curb & Gutter (Minimum 10 LF)	100 LF	\$ 80	\$ 8,000
12. Remove & Replace Type 3 PCC Curb & Gutter (Minimum 50 LF)	300 LF	\$ 75	\$ 22,500
13. Remove & Replace Type 4A PCC Curb & Gutter (Minimum 10 LF)	100 LF	\$ 60	\$ 6,000
14. Remove & Replace Type 4A PCC Curb & Gutter (Minimum 100 LF)	300 LF	\$ 55	\$ 16,500
15. Remove & Replace Type 6 PCC Curb & Gutter (Minimum 10 LF)	50 LF	\$ 75	\$ 3,750
16. Remove & Replace Type 6 PCC Curb & Gutter (Minimum 500 LF)	100 LF	\$ 70	\$ 7,000
17. AC Repair Adjacent to Curb/Ramps	4,000 SF	\$ 42	\$ 168,000
18. Tree Root Trim & Barrier Placement	500 LF	\$ 35	\$ 17,500
19. Sidewalk Horizontal Cutting (Minimum 10 LF)	100 LF	\$ 10.99	\$ 1,099
20. Sidewalk Horizontal Cutting (Minimum 50 LF)	500 LF	\$ 10	\$ 5,000
21. Methacrylate Pedestrian Overcrossing (POC) (Minimum 4,600 SF)	9,200 SF	\$ 11	\$ 101,200
	Grand Total		\$ 799,469

Mobilization shall be included in the prices paid for the various contract items of work, and no separate payment will be made.

The three-year estimated quantities shown are given to provide Bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

Labor and Equipment Rates

The following hourly labor and equipment rates shall apply to all work not covered under the unit prices included in the Bid Schedule. Hourly and equipment rates shall consist of all costs to supply the necessary labor and equipment, including, but not limited to, overhead and profit.

Labor	Extra Work	Emergency Response
Foreman	\$ <u>125</u>	\$ <u>190</u>
Equipment Operator	\$ <u>120</u>	\$ <u>185</u>
Truck Driver	\$ <u>100</u>	\$ <u>165</u>
Laborer	\$ <u>90</u>	\$ <u>150</u>
Flagman	\$ <u>90</u>	\$ <u>150</u>
Other (Describe <u>Cement Mason</u>)	\$ <u>110</u>	\$ <u>175</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Equipment		
Pickup Truck	\$ <u>60</u>	\$ <u>70</u>
Dump Truck	\$ <u>75</u>	\$ <u>85</u>
Sign Truck	\$ <u>55</u>	\$ <u>65</u>
Skid-Steer	\$ <u>45</u>	\$ <u>55</u>
Skip Loader	\$ <u>55</u>	\$ <u>65</u>
Other (Describe <u>Excavator</u>)	\$ <u>65</u>	\$ <u>75</u>
Other (Describe <u>Roller</u>)	\$ <u>50</u>	\$ <u>60</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

Section 5**CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS,
AND OPERATIONS PLAN****5.1 CONTRACTOR'S LICENSE CERTIFICATION**

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a Contractor shall be licensed as a Contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a Contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this Project, the City must verify that the Contractor was properly licensed when the Contractor submitted his/her bid. In order for the City to verify the license status of a Contractor, the Contractor, at the time he/she submits his/her bid, shall provide in writing to the City his/her Contractor's license number, name on the license, classification, and expiration date of the license.

No bids submitted to the City shall be invalidated by the failure of the Bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the Bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Bidder.

CERTIFICATION

In accordance with the California Business and Professions Code, I do hereby, under the Penalty of Perjury, certify that the following Contractor's license information is accurate and correct.

Contractor's License No. 773404

Expiration Date: 3/31/2024

Contractor's Classification: A

Central Valley Engineering & Asphalt, Inc.

Contractor's Name (Printed)

9/21/2022

Date

Bidder's Signature

(Same signature as on Bid)

Warren Holt

Bidder's Name (Printed)

President

Bidder's Title

5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM

Any person or entity submitting a bid to engage in the business or act in the capacity of a Contractor shall register as a Contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a Contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding a contract, the City must verify that the Contractor was properly registered when the Contractor submitted his/her bid. In order for the City to verify the registration status of a Contractor, the Contractor, at the time he/she submits his/her bid, shall provide in writing to the City his/her Contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the Bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. Any Bidder or Contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following Contractor's registration information is true and correct.

Contractor's Registration No. 100001249

Expiration Date: 6/30/2025

Central Valley Engineering & Asphalt, Inc.
Contractor's Name (Printed)


Bidder's Signature

(Same signature as on Bid)

9/21/2022
Date

Warren Holt
Bidder's Name (Printed)

President
Bidder's Title

5.3 CONTRACTOR EXPERIENCE AND QUALIFICATIONS

Please provide a listing of similar contracts related to the On-Call Concrete Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
1	R&R curb, gutter & sidewalks	\$72,300	Citrus Heights Water District	Tim Cutler 916-725-6873
4	R&R asphalt, curb, gutter & sidewalks	\$691,000	Sac Suburban Water	Hector Segoviano Superintendent 916-679-3982
5	R&R asphalt, curb, gutter & sidewalks	\$785,268	City of Roseville Water	Joel Cabezuela 916-223-7529
3	R&R curb, gutter, sidewalks	\$1,048,138	City of Folsom	Ryan Chance, PE 916-461-6713

5.4 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS

Please provide the names and experience/qualifications of any employees responsible for undertaking the tasks in this Contract.

Employee/Staff Name	Title & Position	Years w/ Firm	Years of Experience in Trade	Specialized Certifications
Rob Hannah	Project Manager	1	30	OSHA Safety; CPR
Joey Hannah	Superintendent	1	13	OSHA Satey, CPT, CSE, CPR, UP-PAT
Justin Ferrara	Concrete Superintendent	1	21	OSHA Safety, CPT, CSE, CPR, UP-PAT

Use additional sheets of paper as necessary for additional references or employees.

5.5 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime contractor shall list the portion of the work which such Subcontractor will do.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR

ITEM 16.8.

On-Call Concrete Maintenance Services
Request for Bids

5.6 OPERATIONS PLAN *(Required submittal forms)*

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract. Provide a separate sheet if necessary.

Quantity	Name, Type, and Capacity	Model Year and Condition	Location
	PLEASE SEE ATTACHED		

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this contract:

216 Kenroy Lane

Street address

Roseville, CA 95678

City, State, Zip Code

Will Customer Service representatives be available during regular business hours to answer calls?

☒ Y ☐ N *(circle one)*

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan should include who will be contacted, at what number, and where they will be responding from.

Please contact Joey Hannah in case of emergency 916-501-3750

List the 24-hour emergency number if available

Central Valley Engineering & Asphalt, Inc.

Contractor Experience Statement

Contract Year	Project Name	Contract Amt	Location/Agency Name	Contact Name	Phone Number
2021	Winding Ln Curve & Lost Ave Intersection	\$ 327,000	City of Rocklin	Keith Jukes	916-625-5511
2021	Median Improvements	\$ 367,000	City of Rocklin	Keith Jukes	916-625-5511
2021	Access Curb Ramp Improvement	\$ 795,000	County of Sacramento	Christopher Abruscato	916-875-2772
2021	Signalized Intersection Safety Improvements	\$ 977,000	City of Citrus Heights	Leslie Blomquist	916-727-4770
2020	Rocklin Road Bike/Pedestrian Path	\$ 212,680	City of Rocklin	Keith Jukes	916-625-5511
2020	East Bidwell Street Widening	\$ 756,454	City of Folsom	Ryan Chance	916-355-8346
2020	Spring 2020 Roadway Base Repair	\$ 154,835	City of Auburn	Mengil A. Deane	530-823-4211
2019	Paving Repairs at Gate E & Levee Rd.	\$ 319,000	CA Construction Authority	Michael Sellens	916-263-6155
2019	Residential Street Resurfacing	\$ 987,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2019	Asphalt Concrete Repairs	\$ 714,000	City of Elk Grove	Robert French	916-478-3648
2019	Iron Point Railroad Reconstruction	\$ 720,000	City of Folsom	Ryan Chance	916-355-8346
2019	Utility Trench Backfill	\$ 304,000	City of Roseville	Daniel Pruden	916-746-1891
2019	Barge Canal Trail Phase 1	\$ 937,000	City of West Sacramento	Jeramy Chapdelaine	916-617-4766
2019	44th Street Beautification Phase 2	\$ 208,000	County of Sacramento	Ali Chehade	916-875-2721
2019	ADA Path of Travel Upgrades	\$ 256,000	County of Sacramento	Mike Fallon	916-956-9764
2019	Boreham and Gayle Lane Phase 1 & 2	\$ 288,000	Nevada Irrigation District	Cameron Price	530-271-6808
2019	Rocklin Parking Lot Maintenance	\$ 318,000	Sierra Community College	Colin Irwin	916-660-7655
2019	800 South First Street	\$ 729,000	Sillveyville Cemetary Dist.	Melissa Apaka	707-678-5578
2018	2018 Accessibility & Drainage	\$ 752,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2018	Greenback/Madison/Folsom Auburn	\$ 2,103,000	City of Folsom	Ryan Chance	916-355-8346
2018	Cimmaron Overlay and Pavement Repair	\$ 733,000	City of Folsom	Ryan Chance	916-355-8346
2018	RFB 18-06 Asphalt Project	\$ 230,000	Sacramento Metro Fire Dist.	John Raeside	916-616-2482
2018	Parkway Drive	\$ 288,000	City of Folsom	Ryan Chance	916-355-8346
2017	Stone Creek Pedestrian Signals	\$ 444,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	Bridgewater/Stillwater Paving Project	\$ 898,000	Riverlake Community Assoc.	Skip Brown	916-761-1817
2017	AC Overlay 2017 - Drayton Heights	\$ 2,185,000	County of Sacramento	Ali Chehade	916-875-2721
2017	Joiner Pky & 12 Bridges Dr Pavement	\$ 998,000	City of Lincoln	Roland Neufeld	916-434-2481
2017	2017 Pavement Repairs	\$ 500,000	Rancho Murieta	Skip Brown	916-761-1817
2017	2017 Street Rehabilitation Project	\$ 1,419,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	Nevada City Highway Sidewalk Ext	\$ 514,000	County of Nevada	Martin Jackson	916-677-6869
2017	Douglas Rd/Grant Line Signalization Proj.	\$ 891,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	2017 Accessibility & Drainage	\$ 512,000	City of Citrus Heights	Stu Hodgkins	916-727-4770

Equipment List

Quantity	Name, Type and Capacity	Condition	Location
4	Asphalt Pavers	Good	Roseville, CA
7	Rollers	Good	Roseville, CA
12	Tractors/Mini Excavators	Good	Roseville, CA
3	Transfers / 10-Wheelers	Good	Roseville, CA

SECTION 6**EXCEPTIONS, GUARANTEES AND CERTIFICATIONS****6.1 EXCEPTIONS TO AGREEMENT** *(Required submittal forms)*

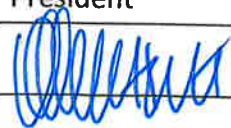
Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the Bidder takes exception to the RFB specifications, they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, Bidder is in complete agreement with the proposed terms, conditions, and business arrangements described in the RFB including the attached Agreement. The Bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the Bidder's firm to the Agreement in the manner set forth below.

Date: 9/21/2022

Name: Warren Holt

Title: President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS

The City will require all bids to be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a Bidder's Bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total as indicated in **Section 4, Bid Schedule**.

The bid bonds for the three acceptable lowest Bidders shall be retained until the City of Rancho Cordova has accepted the successful Bidder. All other Bidder's Bonds shall be returned to the Bidder ten (10) working days after bid opening.

Performance and Payment Bonds will be required for the execution of a contract with the selected Contractor.

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 9/21/2022Central Valley Engineering & Asphalt, Inc.

Legal Company or Corporation Name

Corporation

Business Type (Corporation, Partnership, etc.)

Warren Holt

Print Name



Signature

President/ Treasurer

Title

James Castle

Print Name



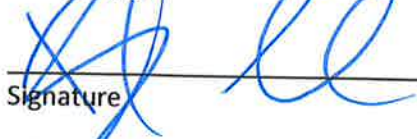
Signature

CFO/ Secretary

Title

Bob Leppek

Print Name



Signature

Vice President

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

STATE OF CALIFORNIA)

)

COUNTY OF SACRAMENTO)

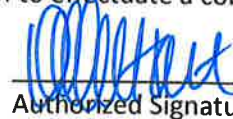
Warren Holt *(name)* being first duly sworn, deposes and says that he or she is President *(title)* of Central Valley Engineering & Asphalt, Inc. *(company name)* the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Central Valley Engineering & Asphalt, Inc.

Company Name (Printed)

9/21/2022

Date



Authorized Signature

Warren Holt

Name (Printed)

President

Title

Subscribed and sworn to before me

this ____ day of _____, 2022.

See attached

Signature of Notary Public

EVEREST.**BID BOND**

- ☒ **Everest Reinsurance Company**
☐ **Everest National Insurance Company**

Everest National Insurance Company
 461 5th Avenue – 4th Floor
 New York, N.Y. 10017

KNOW ALL MEN BY THESE PRESENTS: That we Central Valley Engineering & Asphalt, Inc. (hereinafter called the Principal), and Everest Reinsurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto City of Rancho Cordova (hereinafter called the Obligor) in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10% of Total Amount Bid), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for On-Call Concrete Maintenance Services.

Now, Therefore, If the Obligor shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligor the difference in money between the amount of the bid of said Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 20th day of September, 2022.

Jimie Geuzas

(Witness)

Sharon Lee

(Witness)

Central Valley Engineering & Asphalt, Inc.

(Principal)

(Seal)

By *Warren Holt, President*

Everest Reinsurance Company

(Surety)

(Seal)

Mary Collins

By Mary Collins, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 20, 2022 before me, Kathleen Le, Notary Public
(insert name and title of the officer)

personally appeared Mary Collins,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

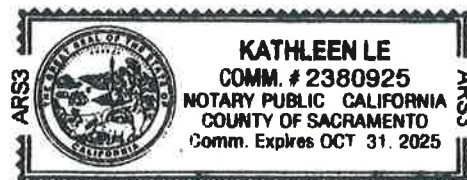
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kathleen Le

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On September 21, 2022 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

personally appeared Warren Holt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

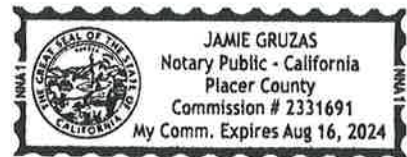
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jamie Gruzas

(Seal)



EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Sena, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, and Sharon Smith

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 20th day of September 20 22.

APPENDIX B
INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the Contractor, his agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk manager, the interests of the City and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the City before performance commences. The City reserves the right to require that the Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by City Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKER'S COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General

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Liability, Automobile Liability, Employer's Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Worker's Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CLAIMS MADE ON PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of the Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The City, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the City, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.
2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the City is named as an additional insured.
4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the City. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.
6. WORKER'S COMPENSATION WAIVER OF SUBROGATION: The worker's compensation policy required hereunder shall be endorsed to state that the worker's compensation carrier waives its right of subrogation against the City, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:
 - a. The City shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against the City.

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8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
10. SUBCONTRACTORS: CONTRACTOR shall require all subcontractors to maintain adequate insurance. Subcontractors shall name the CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by its subcontractors. All subcontractors shall be subject to all terms and conditions stated herein.

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 5 in Appendix A.

C.3) PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01, "Preservation of Property" of the Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8:30 a.m. except work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" or by special approval of the Contract Manager.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any) requires a MANDATORY Traffic Control Plan (TCP), for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager, or their designee, is based upon general conformance with Federal, State, and local

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regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location, **noncompliance may result in work stoppage by the Contract Manager.**

The Contract Manager, or their designee, shall review and approve all TCPs on the basis of general conformance with applicable regulations and standards. Such review and approval of a TCP does not relieve the Contractor of responsibility for public and worker safety.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made, therefore.

C.5) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.6) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in concrete maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.7) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.8) DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

C.9) PAYMENT

Attention is directed to Section 8, "Measurement and Payment," of the Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month, the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

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The Contractor's invoice shall include:

- Invoice Number
- Invoice Date
- City's Contract Number
- Period Service Provided (Date from – Date to)
- A breakdown of each work order completed with a description of the work performed, the quantity of the work performed, unit cost, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

C.10) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager, or their designee, as not meeting the requirements of the specifications, the City shall withhold payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold payments or percentages thereof for work that is not completed on schedule.

C.11) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (60-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 60-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.12) INSPECTION

The Contractor might receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff might occur the following day the Contractor has serviced the areas.

The lack of inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his duties to provide services as required by these specifications.

C.13) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this RFB (Appendix A), and to all other terms and conditions in this RFB.

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C.14) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to the City of Rancho Cordova Public Works Department, 3303 Luyung Drive, Rancho Cordova, CA 95742, Attn: Victor Ramos. The Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with the City of Rancho Cordova.

C.15) INDEMNITY

The Contractor indemnifies the City as stated in Section 9 of Appendix A.

C.16) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.17) TERMINATION

Any contract resulting from this RFB may be canceled by either party upon sixty (60) calendar days advance notice in writing.

C.18) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09 B, "Noise" of the Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.19) COOPERATION

Attention is directed to Section 5-5, "Cooperation with Other Entities," of the Standard Construction Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: **Underground Service Alert (USA) – 811.**

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C.20) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications. The Contractor shall limit his operations to weekdays between the hours of 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Contract Manager.

No work will commence before 8:30 a.m. on the City's main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to the closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties, and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.21) OBSTRUCTIONS

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for Underground Service Alert (**U.S.A.**) is **811**. The Contractor shall take adequate measures to ensure that their operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, "Safety, Public Convenience, and Traffic Control," of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.22) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications, and these Special Provisions.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with the State's Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

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Implementation, inspection, maintenance, and modification of the WPCP shall be in accordance with the States's Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above State handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of and comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.23) QUANTITIES

The quantities shown in the Bid Schedule are given to provide Bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

C.24) MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization," of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.25) WORK ORDER

Requests for maintenance are made via a Work Order (WO). WOs are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via email and will be made directly to Contractor or

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designated Supervisor. Requests for services after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

C.26) EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance-related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification**. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task; and
- Initial response to maintenance site and evaluation of problem & site conditions; and
- Implementation of appropriate traffic controls; and
- Perform the requested task; and
- Field check for proper operation and restore the site to a safe condition.

Response: An emergency response may be initiated by the City or the Contractor (if an emergency condition is observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The Contractor must have a supervisor available at all times; and
- The Contractor shall make the site safe immediately or as soon as possible; and
- The Contractor shall immediately advise the City of any emergency by phone and follow up with a written report (email) by the end of the next business day; and
- Corrective action shall be taken immediately.

The Contractor shall be able to provide all necessary materials, equipment, and labor in the time frames referenced above.

C.27) DUST CONTROL

Attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times, including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to alleviate the dust hazard immediately.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

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C.28) CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the Standard Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

The Contractor shall insure the subbase is compacted to the requirements set forth in Section 25, "Aggregate Subbases," of the Standard Specifications before placing the aggregate base.

The aggregate base and aggregate subbase shall be placed in layers not to exceed 5" thick and shall have relative compaction of 95% Class 2 aggregate. An aggregate base that is used to provide temporary access to work areas, driveways and all necessary work shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.29) CONCRETE STRUCTURES

Concrete structures shall consist of PCC Curb Ramps, PCC Curb, Gutter and Sidewalk, and Type 4A Curb. All concrete structures shall be constructed in accordance with the details in Appendix D and Section 27, "Curbs, Gutters, Sidewalks, and Drainage Structures" of the Standard Construction Specifications.

New concrete shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications, except that only non-pigmented curing compounds conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

Should lawn sod removed during excavation operations not be suitable for replacement in its original location due to Contractor negligence, new sod shall be furnished and placed by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads and lines shall be protected from damage. Sewer shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The Contractor shall diligently prosecute the work without delays until completion once an existing facility has been disturbed. A facility is defined as one distinct location proposed for improvements. The Contractor shall finish improvements within ten (10) working days per location. The commencement of days will begin when demolition takes place and will end when the facility is complete in place, open for pedestrian traffic, barricades are removed, and the location is inspected and accepted by the Contract Manager.

PCC Sidewalk

The new back of sidewalk shall match existing concrete driveways and walkways within a one-half inch (1/2") without adjusting the cross-section. Expansion joints shall be constructed at twenty-foot (20') intervals. Control joints and scoring shall match the adjacent sidewalk. Boundaries of sidewalk removed shall be saw cut unless directed otherwise by the Contract Manager.

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In locations where the existing sidewalk has a cross slope greater than two percent (2%), the Contractor shall construct a four-foot transition from the existing cross slope to the standard one and a half percent (1.5%) cross slope. The Contractor can match the existing cross slope if the PCC sidewalk removal and replacement area is twelve (12) feet or less.

PCC Curb Ramp

No utility pull box, utility pole, traffic signal pull box, traffic signal pole foundation, or any other facility that is visible on or above the surface of a curb ramp may be located within the area of a curb ramp. For the purpose of these specifications, the area of the curb ramp shall be the area including and bounded by the one-foot (1') wide tactile strip on either side of the inclined portion of the ramp, the curb and gutter section and the curb along the back of sidewalk.

All PCC curb ramps shall be constructed in accordance with this section, the details in Appendix D and all applicable Federal, State, and local codes and regulations. Any variations from the details or code requirements must be approved in writing by the Contract Manager prior to starting demolition.

Sidewalk ramps shall have three feet by four feet (3'x4') cast in place prefabricated detectable warning surface composed of vitrified polymer including aluminum oxide and shall be "Armor-Tile" or approved equal conforming to the applicable Detail, in the "4 Series Drawings: Streets" of the Standard Construction Specifications or approved equal. The detectable warning surface's color shall be yellow.

PCC Curb and Gutter

Expansion joints shall be constructed at twenty-foot (20') intervals. Control joints and scoring shall match adjacent curb and gutter. The new back of curb shall match the existing concrete driveways and walkways. Minor adjustments of the height of curb may be required within one-half inch (1/2") without adjusting the cross-section.

Remove & Replace PCC Sidewalk (4" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (4" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, formwork, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

Remove & Replace PCC Sidewalk (6" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (6" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, formwork, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

Remove and Replace Curb Access Ramp

The Contract unit price paid per square foot for remove and replace Curb Access Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing the sidewalk ramp complete in place, including excavation, placing aggregate base, preparing the subgrade, all formwork, finishing and curing the concrete, scoring, dowels, placing the detectable warning surface, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

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Remove & Replace Type 1A PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 1A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all formwork, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

Remove & Replace Type 2 PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 2 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, formwork, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

Remove & Replace Type 3 PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 3 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all formwork, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

Remove & Replace Type 4A PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 4A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all formwork, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these Specifications and Special Provisions, and as directed by the Contract Manager.

C.30) AC REPAIR ADJACENT TO CURB/RAMP

Asphalt Concrete shall conform to Section 23, "Asphalt Concrete," of the Standard Construction Specifications and these Special Provisions.

Type "A" asphalt concrete shall be used. The paving aggregate shall be a one-half inch (1/2") maximum, medium gradation. The paving asphalt shall be viscosity grade PG 64-10 as specified in Section 92, "Asphalts Binders," of the Standard Specifications.

The minimum pavement replacement section shall consist of a twenty-four-inch (24") wide pavement section of three inches (3") Type "A" asphalt concrete over six inches (6") of Class 2 aggregate base.

The contract unit price paid per square foot of AC Repair Adjacent to Curb/Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in producing, providing, and placing asphalt concrete and aggregate base as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager.

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C.31) TREE ROOT TRIM AND BARRIER PLACEMENT

Removal of tree roots shall conform to Section 15, "Clearing and Grubbing," of the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager. The Contractor shall remove tree roots where noted in the "Tree Root Trim" section of the "Locations List" found in these Special Provisions.

The Contractor shall retain, at his sole expense, a certified Arborist (issued from the International Society of Arboriculture or approved equal) to provide tree and tree root inspection services. The Arborist shall inspect trees and tree roots when required by the Contractor or the Contract Manager. The Arborist shall provide written tree care and tree root-cutting recommendations for each tree specified.

Tree roots shall be neatly trimmed when recommended by the Arborist and approved by the Contract Manager. Roots shall be neatly trimmed by means of a root cutter, and roots greater than two inches in diameter shall be coated with a heavy coat of an approved tree seal compound or shall be as recommended by the Arborist.

Roots shall be removed in such a manner as not to injure adjacent standing trees, plants, and other landscaping which are to be preserved. Hand digging within the root zone is required in order to expose roots with minimal damage. The root zone is defined as the area of ground within the dripline of the tree and extending to a depth of 24 inches. Tree roots over 12 inches below grade may be left in place. If severing of roots cannot be avoided, a sharp tool such as pruning shears, loppers, or a handsaw shall be used to produce a clean cut in order to reduce wound size and encourage healing. The Inspector shall observe all root trimming activities. A maximum of 25% of the root mass may be trimmed and treated with root barrier.

Aggregate base shall be compacted around remaining roots to required density.

Install root barrier in accordance with the manufacturer's instruction.

All material shall be removed from the right-of-way and shall become the property of the Contractor. Lawn sod removed during excavation operations which is not suitable for replacement in its original location due to Contractor negligence shall be replaced with new sod by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads, and lines located near the existing tree shall be protected from damage. Sewer cleanouts near existing trees shall also be protected from damage and remain debris-free. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The contract unit price paid per linear foot of Tree Root Trim and Barrier Placement shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Tree Root Trim and Barrier Placement including but not limited to tree root removal, excavation, and barrier placement and sod replacement as specified in the Standard Construction Specifications, these Special Provisions, or as directed by the Contract Manager.

C.32) SIDEWALK HORIZONTAL CUTTING

Sidewalk cutting shall provide for the temporary or permanent elimination of a lifted sidewalk, up to two (2) inches in height, on a public sidewalk caused by the vertical displacement of the surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

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Cutting shall be done by means of a hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard and around objects that may be encountered. A vacuum and other applicable measure shall be implemented to minimize dust from the cutting operation. The finished surface shall be to the satisfaction of the Contract Manager.

C.33) METHACRYLATE RESIN BRIDGE DECK TREATMENT (POC)

Methacrylate treatment shall conform to Section 60-3.03B, "Methacrylate Resin Bridge Deck Treatment," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

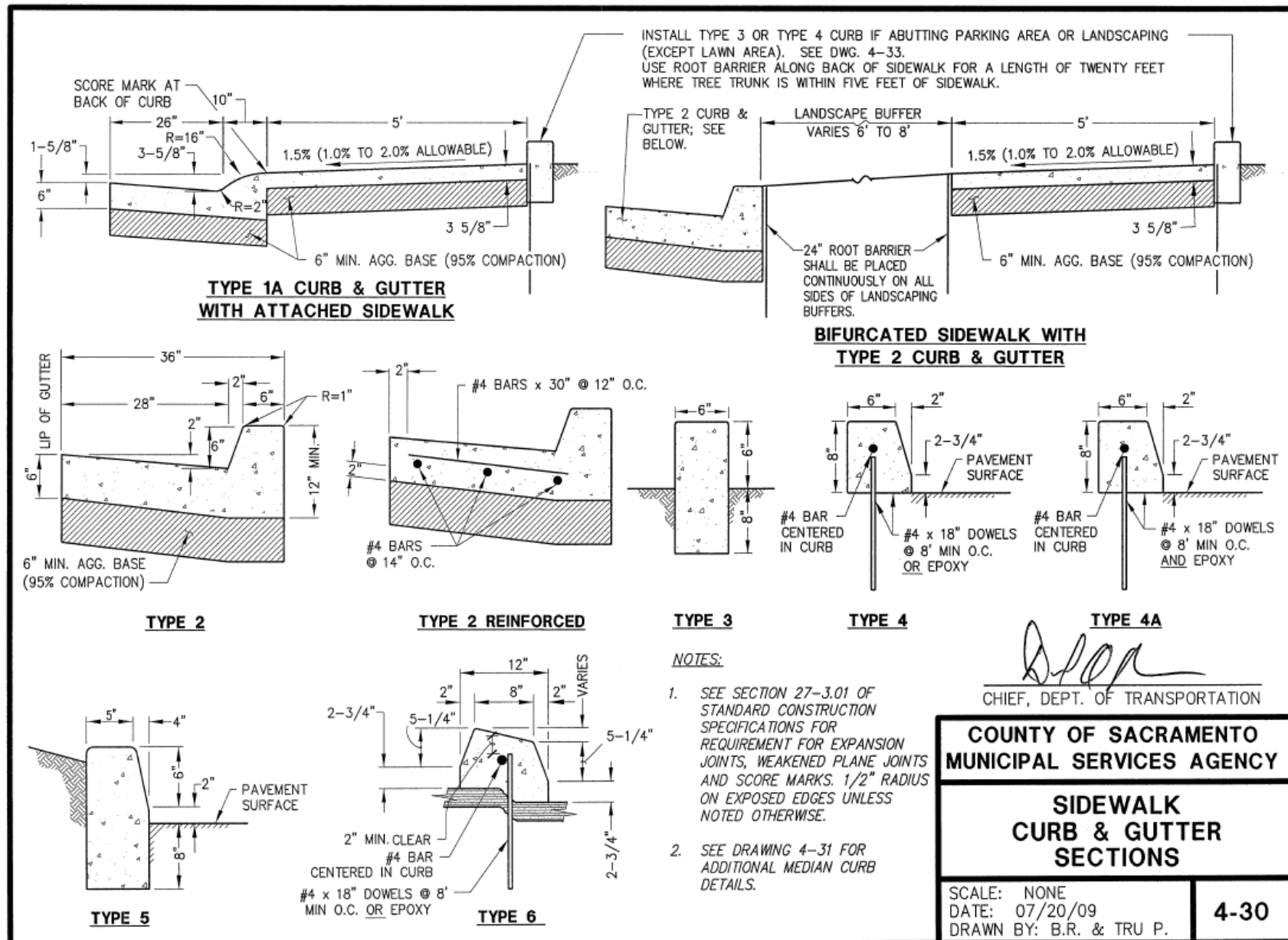
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APPENDIX D STANDARD DETAILS



MEMORANDUM



ITEM 16.9.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Lorianne Ulm, Community Engagement Analyst II
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-212 WITH REBUILDING TOGETHER SACRAMENTO IN AN AMOUNT NOT TO EXCEED \$300,000 FOR FUNDING THE REBUILDING TOGETHER SACRAMENTO CRITICAL REPAIR PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2022-212 with Rebuilding Together Sacramento to provide critical repair services to residences owned by low and moderate-income persons, the elderly, or disabled, in the City of Rancho Cordova, which will benefit the City of Rancho Cordova and its residents by increasing the health and safety of residents of Rancho Cordova.

BACKGROUND

On June 20, 2022, the City Council approved Resolution No. 118-2022, for projects and programs to be funded from the approved Measure R 1/2 cent sales tax measure. Exhibit A to Resolution No. 118-2022 allocated \$500,000 for community development, community building, community service activities, and beautification projects, programs, and incentives.

In an effort to provide additional support to our community, city staff is working closely with Rebuilding Together Sacramento to provide critical repair and maintenance work on residences owned by low and moderate-income persons, the elderly, or disabled, in the City of Rancho Cordova, which will benefit the City of Rancho Cordova and its residents by increasing the health and safety of residents of Rancho Cordova.

FISCAL IMPACT AND FUNDING SOURCE

The contract will be funded through Measure R, Community Enhancement and Investment Funds.

ATTACHMENT(S)

1. Resolution
2. Rebuilding Together Sacramento CEIF Funding Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH REBUILDING TOGETHER SACRAMENTO IN AN AMOUNT NOT TO
EXCEED \$300,000 FOR FUNDING THE REBUILDING TOGETHER SACRAMENTO
CRITICAL REPAIR PROGRAM**

WHEREAS, the City of Rancho Cordova will enter into an Agreement with Rebuilding Together Sacramento in an amount not to exceed \$300,000 for the Rebuilding Together Sacramento Critical Repair Program; and

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

WHEREAS, funding for the Contract Agreement will be from Measure R, Community Enhancement and Investment Funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-212 in and amount not to exceed \$300,000 for funding of the Rebuilding Together Sacramento Critical Repair Program. In the form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND REBUILDING TOGETHER SACRAMENTO
FOR USE OF CITY FUNDS

This Agreement is made by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Rebuilding Together Sacramento, a California Nonprofit Corporation (“Provider”) (each may herein be referred to as a “Party” or collectively as “Parties”) as of November 1, 2022.

Whereas, City has allocated City funds to Provider for the purpose of supporting critical repair and maintenance work to be performed on residences owned by low- and moderate-income persons, the elderly, or disabled, in the City of Rancho Cordova, which will benefit the City of Rancho Cordova and its residents by increasing the health and safety of residents of Rancho Cordova and increasing property values; and

Whereas, there are many uncertainties with the COVID-19 pandemic, and while California has moved past its “Blueprint for a Safer Economy,” there may be future state and/or Sacramento County actions and/or orders which may restrict or prohibit certain activities.

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
2. Term. The term (the “Term”) of this Agreement shall be as set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Three Hundred Thousand Dollars \$300,000. The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have sixty (60) days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. Maintenance and Use. [INTENTIONALLY OMITTED]

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers; and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by the Measure H Community Enhancement and Investment Fund from the City of Rancho Cordova." That language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be made in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

City of Rancho Cordova: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attn: City Manager

To Provider: Rebuilding Together Sacramento
P.O. box 255584
Sacramento, CA 95865

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the court of competent jurisdiction for the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The Parties may amend this agreement only by a writing signed by all Parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

Signatures on following page.

ITEM 16.9.

ATTACHMENT 2
Contract No.: 2022-212

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:

PROVIDER:

Cyrus Abhar
City Manager

Carrie Grip
Executive Director

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Address: P.O. Box 255584, Sacramento, CA 95865

Telephone: 916-455-1880 ext. 2

Email: cgrip@rebuildingtogethersacramento.org

Contact Person/Title: Carrie Grip/ Executive Director

Funding Allocation: \$300,000

Term: November 1, 2022 – October 31, 2024

1. Services to be Provided: Provider shall use the funds to provide critical health and safety repairs to eight to twelve (8-12) homes per contract year throughout the City. Each year during the Term of this Agreement, Provider will primarily utilize volunteers, and may use some paid labor to perform extensive health, safety, and efficiency repairs for homes owned by residents with low or moderate income. Work performed will vary based upon the needs of each individual home, but may include, but not be limited to water heaters, plumbing, electrical, roofs, and heating and air conditioning, appliance replacement, and accessibility modifications. Any major existing code violations shall be addressed so the home is code compliant with both the California Building Code and Rancho Cordova Municipal Code when the work performed by Provider is complete.

2. Units of Service to be Provided: See above.

3. Use of Funds: Provider shall use the funds as follows:

Year One (November 1, 2022 – October 31, 2023)

\$44,000 Project Management (Personnel, Insurance, Mileage, Office Cost)

\$106,000 Home Related Expenses (supplies, contractors, equipment, permits, equipment rentals, house testing, abatement, and volunteer support)

\$150,000 Total

Year Two (November 1, 2023 – October 31, 2024)

\$44,000 Project Management (Personnel, Insurance, Mileage, Office Cost)

\$106,000 Home Related Expenses (supplies, contractors, equipment, permits, equipment rentals, house testing, abatement, and volunteer support)

\$150,000 Total

ITEM 16.9.

ATTACHMENT 2 Contract No.: 2022-212

Funds can be used for improvements made to homes within Rancho Cordova throughout the term of this Agreement.

Provider shall meet with the City Manager, or designee, sixty (60) days prior to the end of year 1 of this Agreement to evaluate Provider's performance and the success of the program offered. If the City, in its sole discretion, determines that the services have not been successful at providing enhanced programming, the City may terminate this Agreement.

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Provider and all of the Provider's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. The Provider shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Provider related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to

be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Provider which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Provider, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services: The services funded through this Agreement must be provided to low or moderate-income, owner-occupied homeowners residing in the City of Rancho Cordova. Structure types include single-family, manufactured, or mobile homes, duplexes, and townhouse units.

Provider shall keep documentation confirming eligibility requirements were met by recipients.

5. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows: City shall pay Provider for the items set forth in Section 3, above, based on monthly invoices establishing that reimbursable costs have been incurred. Provider shall submit invoices no more frequently than once per month.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

6. Reports: Provider shall file the following reports (each a “**Report**” and collectively the “**Reports**”) with City on the dates set forth below:

6.1 Report for Use of City Funds: May 31, 2023, October 31, 2023, May 31, 2024, and October 31, 2024. The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the May of 2024 report, then the final Use of Funds Report is not required to be submitted in October of 2024.

ITEM 16.9.**ATTACHMENT 2
Contract No.: 2022-212**

6.2 Outcomes Report: May 31, 2023, October 31, 2023, May 31, 2024, and October 31, 2024. The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs. If all funds granted herein have been fully documented in the May of 2024 report, then the final Outcomes Report is not required to be submitted in October of 2024.

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Address: P.O. Box 255584, Sacramento, CA 95865

Telephone: 916-455-1880 ext. 2

Email: cgrip@rebuildingtogethersacramento.org

Contact Person/Title: Carrie Grip/ Executive Director

Report Due Date: May 31, 2023, October 31, 2023, May 31, 2024, and October 31, 2024

Report Accounting Period: November 1, 2022 – May 31, 2023 (Report 1), June 1, 2023 – October 31, 2023 (Report 2), November 1, 2023 – May 31, 2024 (Report 3), June 1, 2024 – October 31, 2024 (Report 4).

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the May of 2024 report, then the final Use of Funds Report is not required to be submitted in October of 2024.

EXHIBIT C

OUTCOMES REPORT

Address: P.O. Box 255584, Sacramento, CA 95865
Telephone: 916-455-1880 ext. 2
Email: cgrip@rebuildingtogethersacramento.org
Contact Person/Title: Carrie Grip/ Executive Director

Report Due Date: May 31, 2023, October 31, 2023, May 31, 2024, and October 31, 2024

Report Accounting Period: November 1, 2022 – May 31, 2023 (Report 1), June 1, 2023 – October 31, 2023 (Report 2), November 1, 2023 – May 31, 2024 (Report 3), June 1, 2024 – October 31, 2024 (Report 4).

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs. If all funds granted herein have been fully documented in the May of 2024 report, then the final Outcomes Report is not required to be submitted in October of 2024.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work or expending any City allocated funds under this Agreement, Provider, at its own cost and expense, shall procure “occurrence coverage” insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers’ Compensation.** Provider 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 Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider’s insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance shall be waived by the City upon written verification that Provider does not have any employees.

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general 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 or general liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general or

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

2.2 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED].

3. Automobile Liability Insurance.

3.1 General requirements. When applicable, Provider, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be

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

3.2 Minimum scope of coverage. 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.

3.3 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. All Policies Requirements.

4.1 Verification of coverage. Prior to beginning any work under this Agreement, Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2 Subcontractors. Provider 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.

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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 **Waiver of Subrogation.** Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider 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 Provider, its employees, agents, and subcontractors.

4.5 **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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

5180989.1

MEMORANDUM



ITEM 16.10.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-225 WITH SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD) IN AN AMOUNT NOT TO EXCEED \$250,000 TO PAY FOR RANCHO CORDOVA COMMERCIAL UTILITY ARREARAGE PAYMENTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution would authorize the City Manager to Execute Contract No. 2022-225 with Sacramento Municipal Utility District (SMUD) in an amount not to exceed \$250,000 to pay for Rancho Cordova commercial utility arrearage payments.

BACKGROUND

In March 2020, a state and local emergency was declared in response to the emergence of COVID-19. Subsequent State and local health orders were implemented to prevent the spread of COVID-19 and led to the inability of certain businesses to open and required others to operate under a limited capacity. As a result, many local businesses fell behind on their monthly payment obligations, such as utilities. The City is developing various COVID relief programs for the economic benefit of its citizens and businesses; as the financial effects of COVID-19 continue to loom over local businesses The City Council desires to authorize financial assistance for businesses and other organizations that were financially impacted by COVID-19, specifically those who fell into arrears on utility payments.

The Sacramento Municipal Utility District is engaged in the business of providing electric utility services to most of Sacramento County, as well as small portions of Placer and Yolo counties. As outlined in an Interagency Agreement for the Disclosure of Customer Information, the City obtained SMUD customer information in furtherance of the City's official duties to determine potential recipients of financial assistance. The potential recipients are local small businesses that have remained open despite the surmounting challenges of the COVID-19 pandemic. The list also includes small businesses who have established payment plans in an effort to reestablish good standing on their electricity bill. All accounts were not previously in arrears and fell into arrears between March 1, 2020 through August 15, 2022 during the COVID-19

pandemic. In the Utility Assistance Agreement between the City of Rancho Cordova and SMUD ("Agreement"), the City would be assisting small businesses who have continued to stay in operation despite the pandemic and SMUD will write off accounts for businesses that have subsequently closed and would have gone into collection. The assistance to small businesses will include customers who have not been able to pay their electricity bill and those who have entered into payment plans to try to bring their SMUD account current.

The Agreement would assist roughly 200 small businesses still in operation and an additional 120 business owners who had to close because the effects of COVID-19 were insurmountable. On average, the small businesses included in this agreement are \$1,200 in arrears on their utility payments. This Agreement will not exceed \$250,000 in one-time funds available through the American Rescue Plan Act of 2021 and Measure R.

FISCAL IMPACT AND FUNDING SOURCE

Funding for Contract No. 2022-225 with SMUD will come from ARPA and Measure R.

ATTACHMENT(S)

1. Resolution
2. Utility Assistance Agreement between City of Rancho Cordova and SMUD

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT
2022-225 WITH SACRAMENTO MUNICIPAL UTILITY DISTRICT IN AN AMOUNT NOT TO
EXCEED \$250,000 FOR SMALL BUSINESS UTILITY ARREARAGE PAYMENTS**

WHEREAS, in March of 2020, a State and local emergency was declared in response to the emergence of COVID-19; and

WHEREAS, subsequent state and local health orders implemented to prevent the spread of COVID-19 led to the inability of certain businesses to open and required others to operate in a limited capacity. As a result, many local businesses fell behind on their monthly payments obligations, such as utilities; and

WHEREAS, the City is developing various COVID relief programs for the economic benefit of its citizens and businesses; and

WHEREAS, the financial effects of COVID-19 continue to loom over local businesses, and the City Council desires to authorize financial assistance for businesses and other organizations that were financially impacted by COVID-19, specifically those who fell into arrears on utility payments; and

WHEREAS, SMUD is a municipal utility district engaged in the business of providing electric utility services to most of Sacramento County, as well as small portions of Placer and Yolo counties; and

WHEREAS, pursuant to an Interagency Agreement for the Disclosure of Customer Information between the Parties, on September 1, 2022, the City obtained SMUD customer information in furtherance of the City's official duties to determine potential recipients of financial assistance; and

WHEREAS, the City has allocated \$248,333.65, available through the American Rescue Plan Act of 2021 and Measure R, for the purposes of assisting local businesses who went into arrears in their monthly utilities obligations, for the period between March 1, 2020, through August 15, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-225 with Sacramento Municipal Utility District in an amount not to exceed \$250,000 for Small Business Utility Arrearage Payments in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by the following vote:

AYES:

NOES:

ITEM 16.10.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

**UTILITY ASSISTANCE AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA
AND THE SACRAMENTO MUNICIPAL UTILITY DISTRICT**

This Utility Assistance Agreement (“Agreement”) by and between the City of Rancho Cordova (“City”), a California municipal corporation, and the Sacramento Municipal Utility District (“SMUD”), together the City and SMUD are the “Parties,” is entered into on the 17th day of October, 2022 (“Effective Date”), based on the facts and for the purposes set forth in the following recitals.

RECITALS

Whereas, in March of 2020, a State and local emergency was declared in response to the emergence of COVID-19; and

Whereas, subsequent State and local health orders implemented to prevent the spread of COVID-19 led to the inability of certain businesses to open and required others to operate under a limited capacity. As a result, many local businesses fell behind on their monthly payments obligations, such as utilities; and

Whereas, the City is developing various COVID relief programs for the economic benefit of its citizens and businesses; and

Whereas, the financial effects of COVID-19 continue to loom over local businesses, and the City Council desires to authorize financial assistance for businesses and other organizations that were financially impacted by COVID-19, specifically those who fell into arrears on utility payments; and

Whereas, SMUD is a municipal utility district engaged in the business of providing electric utility services to most of Sacramento County, as well as small portions of Placer and Yolo counties; and

Whereas, pursuant to an Interagency Agreement for the Disclosure of Customer Information between the Parties, on September 1, 2022, the City obtained SMUD customer information in furtherance of the City’s official duties to determine potential recipients of financial assistance; and

Whereas, the City has allocated \$248,333.65, available through the American Rescue Plan Act of 2021 and Measure R, for the purposes of assisting local businesses who went into arrears in their monthly utilities obligations, for the period between March 1, 2020, through August 15, 2022; and

Whereas, on October 17th, 2022 the City passed Resolution Number [XX] for the execution of this Agreement; and

Whereas, the Parties hereto desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. The Agreement. This Agreement shall consist of the payment by the City to SMUD of the amount of arrears from businesses within the City between the dates of March 1, 2022, through August 15, 2022 (“Eligible Businesses”), for the purposes of assisting businesses and other organizations that were directly affected by the economic impacts of COVID-19.

2 Agreement Costs. The total Agreement costs have been determined to be \$248,333.65 paid by City to SMUD. City and SMUD have the following responsibilities:

a. City Responsibility. City shall provide SMUD with a list and assistance amounts applicable to each Eligible Businesses. City shall be responsible for paying SMUD the cost of arrearages for each Eligible Business for a total cost not to exceed \$248,333.65.

b. SMUD Responsibility: SMUD shall be responsible for providing customer information necessary for the City to perform its official duties, as stated in the Interagency Agreement for the Disclosure of Customer Information, Contract No. CED22-015, dated [DATE], attached hereto. Upon full payment by City to SMUD, SMUD shall discharge any arrears of Eligible Businesses up to the amount paid by the City.

3. Payment by City to SMUD. City shall pay not to exceed \$248,333.65, to SMUD. SMUD shall apply the funds for the purposes set forth in Subsection 2.b., above. City shall pay as follows: Send either a physical to check to SMUD to 6301 S Street, MS 151 (ATTN: Lobby Supervisor), Sacramento CA 95817-1818 or process an ACH/Wire transaction using SMUD’s process/instructions.

4. Commencement of Agreement. City shall commence the payments upon execution of this Agreement and City Council approval of Resolution Number [XX].

5. Record Retention and Agreement Completion Report. SMUD shall at all times maintain a complete and current set of records documenting the Agreement costs and the expenditure to which the funds provided by City have been applied. Within 60 days after completion of the Agreement, SMUD shall make available a report detailing the total Agreement costs and expenditures for all City funds. If any funds advanced by City remain unexpended for the purposes set forth in Subsection 2.b., above, those unexpended funds shall be returned to City within 30 days.

6. Confidential Information. The Parties agree that that “Confidential Information” shall have the meaning set forth in the Interagency Agreement for the Disclosure of Customer Information, Contract No. CED22-015, dated [DATE], attached hereto. All rights and obligations therein remain in full force and are not superseded or altered by this Agreement.

7. **Term.** The term of this Agreement shall commence upon the date first set forth above and terminate on December 31, 2022.

8. **Termination.** Either Party may terminate this Agreement upon 30 days' prior written notice. Notwithstanding expiration or termination of this Agreement, the obligation of the Parties to protect the Confidential Information in compliance with applicable law, and with the security and privacy provisions set forth herein shall survive the Agreement and remain in full force and effect. Notice pursuant to this Section 8, shall be deemed served on the date of mailing. This Agreement shall commence on Effective Date and expires on December 31, 2022.

9. **Indemnification.**

The City shall indemnify, defend, and hold harmless SMUD, its officers agents employees, and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the City, its officers, agents employees, or anyone directly or indirectly acting on behalf of the City, regardless of whether caused in part by a party indemnified hereunder.

SMUD shall indemnify, defend, and hold harmless the City, its officers agents employees, and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of SMUD, its officers, agents employees, or anyone directly or indirectly acting on behalf of SMUD, regardless of whether caused in part by a party indemnified hereunder.

It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to that party's negligence.

10. **Amendments.** The Parties may amend this Agreement only by a writing signed by both Parties.

11. **Entire Understanding.** This Agreement constitutes the entire understanding between the City and SMUD regarding the subject matter of this Agreement.

12. **Notices.** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To SMUD:

Sacramento Municipal Utility District
Attention: Manager – Residential & Assistance Delivery

To CITY:

City of Rancho Cordova
Attention: Economic Development

ITEM 16.10.

ATTACHMENT 2
Contract No.: 2022-225

6301 S Street, MS A104
Sacramento, CA 95817-1899

2729 Prospect Rancho Cordova, CA
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date and year first above written.

City of Rancho Cordova:

By: _____
Cyrus Abhar, City Manager

Date: _____

Attest:

By: _____
Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

By: _____
Adam Lindgren, City Attorney

Date: _____

SMUD:

By: _____
Kim Rikalo, Manager – Residential & Assistance Delivery

Date: _____

Approved as to Form:

By: _____
Lourdes White, Senior Attorney

Date: _____

5201799.1

MEMORANDUM



ITEM 17.1.

DATE: October 17, 2022

TO: Honorable Mayor and Council Members

FROM: Jeremiah Zillig, Acting Building Official

SUBJECT: **ORDINANCES REPEALING AND REPLACING VARIOUS CHAPTERS OF TITLE 16 “BUILDINGS AND CONSTRUCTION”, BY ADOPTING BY REFERENCE STATE BUILDING CODES AND MAKING LOCAL AMENDMENTS TO PORTIONS THEREOF, AND ADOPTING OTHER RELATED CODES; A RESOLUTION DETERMINING THE NEED FOR LOCAL MODIFICATIONS TO THE CALIFORNIA BUILDING STANDARDS CODE**

RECOMMENDATION

Adopt the Resolution, waive the first reading and introduce the Ordinances.

RESULT OF RECOMMENDED ACTION

The recommended ordinances would come back for a second reading and adoption at the next regular City Council meeting. Adoption of the Resolution and the Ordinances would result in the City’s building codes being updated to current industry best practices and will coincide with new building codes mandated by the state of California to protect property, health, life and safety.

BACKGROUND

Every three years, the California Building Standards Commission, along with other state agencies, reviews and amends the parts of Title 24 of the California Code of Regulations, a.k.a. the California Building Standards Code (the “CBSC”). The 2022 CBSC has an effective date of January 1, 2023 and includes the following:

1. 2022 California Administrative Code
2. 2022 California Building Code, Volumes 1 & 2
3. 2022 California Historical Building Code
4. 2022 California Residential Code
5. 2022 California Existing Building Code
6. 2022 California Plumbing Code
7. 2022 California Energy Code
8. 2022 California Electrical Code
9. 2022 California Mechanical Code
10. 2022 California Green Building Code
11. 2022 California Referenced Standards
12. 2022 California Fire Code

Staff also recommends that the Council adopt the following amended Chapter 16.40 “Moving Buildings”, which has been revised to clarify position titles, responsibilities, insurance requirements and appeals.

These codes are applicable and enforceable at the local level. The City of Rancho Cordova may amend the CBSC as necessary to account for local climatic, geological or topographical conditions, or to clarify code requirements locally where state application is absent or unclear, but the City may not lessen the standards found in the adopted building codes.

AMENDMENT DRAFTING PROCESS

The overall philosophy of the adoption has been to keep the mandatory code requirements to the minimum specified by model code organizations. These code organizations promulgate codes based on many years of development and tens of thousands of hours from professionals of many jurisdictions. Every aim was taken to avoid the addition of unnecessary restrictions.

Even though the goal was to minimize the changes to state codes, several amendments have been made. Some are a result of coordination with local requirements by SMUD and/or the Sacramento Metropolitan Fire District. All modifications to building standards are connected to climatic, geographic and/or topographical findings as required by state regulation. Most of these are continuations of existing practices and amendments to previous code adoptions. See Attachment 1 for a brief description of each locally proposed amendment to a building standard.

FINDINGS AND FILING REQUIREMENTS

State law requires that all local amendments to building standards in the California Building Standards Code be filed with the California Building Standards Commission. When filed, the amendments must be accompanied by local findings identifying the local climatic, geological or topographical conditions necessitating the changes. The local findings are made in the Resolution of Findings, Attachment 2. The filing will be made after the Council’s adoption of the attached ordinances and the Resolution of Findings.

2022 CALIFORNIA BUILDING CODE ADOPTION AND SIGNIFICANT CHANGES

Many of the amendments to the 2022 California Building Codes were statutory provisions resulting in very few significant changes to building designs and permitting requirements. The codes are adopted by local jurisdictions by adopting Ordinances that incorporate the codes by reference and allow local amendments thereto. The City has determined that it is necessary to amend state building standards found in the 2022 California Building Standards Code as follows: the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, and the 2022 California Fire Code. The City’s amendments to these codes are outlined in Rancho Cordova Ordinances, Attachments 3 through 15 as follows:

Attachment	City Code	Code Adoption / Amendments
3	16.02 Administrative Code	Adopt With Local Amendments
4	16.04 Building Code	Adopt With Local Amendments
5	16.05 Historical Building Code	Adopt by Reference Without Amendments
6	16.06 Residential Code	Adopt With Local Amendments
7	16.10 Existing Building Code	Adopt by Reference Without Amendments
8	16.24 Plumbing Code	Adopt With Local Amendments
9	16.26 Energy Code	Adopt by Reference Without Amendments
10	16.28 Electrical Code	Adopt With Local Amendments
11	16.32 Mechanical Code	Adopt by Reference Without Amendments
12	16.36 Swimming Pool	Adopt With Local Amendments
13	16.38 Green Building Code	Adopt by Reference Without Amendments
14	16.40 Moving Buildings	Adopt by Reference Without Amendments
15	17.04 Fire Code	Adopt With Local Amendments

PUBLIC HEARING

State law authorizes local jurisdictions to adopt codes by reference (Cal. Gov't Code sections 50022.2 et seq.). Government Code section 50022.3 requires that a public hearing on the proposed code adoptions be set after the first reading of the ordinances. If the first reading of the ordinances occurs tonight, a public hearing on this item will be scheduled for the November 7, 2022, City Council meeting.

REQUESTED MOTION

That the City Council adopt this Resolution determining a need for local amendments to the California Building Standards Codes; introduce and waive the first reading of Ordinances which repeal and replace Rancho Cordova Municipal Code Sections 16.02, 16.04, 16.05, 16.06, 16.10, 16.24, 16.26, 16.28, 16.32, 16.36, 16.38, 16.40 and 17.04, and set a public hearing for consideration of the proposed Ordinances on November 7, 2022, at 5:30 p.m. or as soon thereafter as the matter may be heard.

ATTACHMENT(S)

1. Summary of 2022 Building Code Updates
2. Resolution of Findings
3. Ordinance Repealing and Replacing Chapter 16.02, "Uniform Administrative Code"
4. Ordinance Repealing and Replacing Chapter 16.04, "Building Code"
5. Ordinance Repealing and Replacing Chapter 16.05, "Historical Building Code"
6. Ordinance Repealing and Replacing Chapter 16.06, "Residential Building Code"
7. Ordinance Repealing and Replacing Chapter 16.10, "Existing Building Code"
8. Ordinance Repealing and Replacing Chapter 16.24, "Plumbing Code"
9. Ordinance Repealing and Replacing Chapter 16.26, "Energy Code"
10. Ordinance Repealing and Replacing Chapter 16.28, "Electrical Code"
11. Ordinance Repealing and Replacing Chapter 16.32, "Mechanical Code"
12. Ordinance Repealing and Replacing Chapter 16.36, "Swimming Pools and Spas"
13. Ordinance Repealing and Replacing Chapter 16.38, "Green Building Code"
14. Ordinance Repealing and Replacing Chapter 16.40, "Moving Buildings"
15. Ordinance Repealing and Replacing Chapter 17.04, "Fire Code"

SUMMARY OF 2022 BUILDING CODE UPDATES

Administrative Code (Attachment 3):

Unlike the following codes, this is not a technical code. This code replaces the model administrative code provided in the California Codes. This code writes the rules and regulations for processing permits, collecting fees and gives rights and responsibilities to the Building Official to perform its duties. This code is not subject to the California Building Standards Commission selection.	
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Building Code (Attachment 4):

The 2022 California Building Code is adopted by reference.	
This is an amendment which requires 4 inches of crushed rock beneath residential slab-on-grade construction. The model code allows sand or gravel under a slab, which does not provide adequate protection from moisture to come up through the slab. This region has high water tables and expansive soils and has areas which have experienced moisture and mold problems before the introduction of this amendment in past years.	1907.1
Section 115921(c) Definition of "enclosure" is amended to include a clarification of "permanent", and state that accesses shall be also denied from neighboring properties.	3109.2

Historical Building Code (Attachment 5):

The 2022 California Historical Building Code is adopted by reference.	
No local amendments.	

Residential Building Code (Attachment 6):

The 2022 California Residential Building Code is adopted by reference.	
This is an amendment which requires 4 inches of crushed rock beneath residential slab-on-grade construction and allows in addition to a polyethylene vapor retarder, other approved equivalent methods or materials to be used to retard vapor transmission through the floor slab. This region has high water tables and expansive soils and has areas which have experienced moisture and mold problems before the introduction of this amendment in past years.	R506.2.3

Existing Building Code (Attachment 7):

The 2022 California Existing Building Code is adopted by reference.	
No local amendments.	

Plumbing Code (Attachment 8):

The 2022 California Plumbing Code is adopted by reference.	
Administrative regulations for private sewage disposal systems. This administratively allows Sacramento County Environmental Management to maintain regulatory authority over septic systems.	103.5
Requirement for cathodic protection of buried metallic pipe. This area has certain locations which are highly corrosive to ferrous pipes. Experience has demonstrated premature failures in the ferrous pipe.	312.4(B) 312.4(C)
This amendment administratively defines when the public sewer is available and limits the use of septic systems to coordinate with improvement standards and the Sacramento County Environmental Management Department design standards.	713.4
This amendment administratively defines the rainfall design data for use in our geographic location.	D101.1

Energy Code (Attachment 9):

The 2022 California Energy Code is adopted by reference.	
No local amendments	

Electrical Code (Attachment 10):

The 2022 California Electrical Code is adopted by reference.	
This amendment requires that common areas in buildings (site lighting, parking lot lighting, lobbies, etc.) be controlled from a house meter and not billed to a tenant.	210-25(A)
This amendment provides an additional level of safety for unprotected overhead service entrances.	230-28(A) and (B)
This amendment limits the length of unprotected service entrance conductors. This is a safety issue for firefighters and those involved in building remodeling and construction.	230-70(D)
This amendment increases the depth of cover for underground service to match SMUD requirements.	300-5(L).

Mechanical Code (Attachment 11):

The 2022 California Mechanical Code is adopted by reference.	
No local amendments	

Swimming Pool Code (Attachment 12):

The 2022 California Building Code, Chapter 31, Section 3109 and the 2022 California Residential Building Code, Appendix AX	
- Section 115921(c) Definition of “enclosure” is amended to include a clarification of “permanent”, and state that accesses shall be also denied from neighboring properties. - Section 115922(a) The use of an enclosure, as defined in the section above, is a requirement, and two more safety devices from the list of seven are also required.	CBC 3109.2
- Section 115921(c) Definition of “enclosure” is amended to include a clarification of “permanent”, and state that accesses shall be also denied from neighboring properties. - Section 115922(a) The use of an enclosure, as defined in the section above, is a requirement, and two more safety devices from the list of seven are also required.	CRC Appendix AX

Green Building Code (Attachment 13):

The 2022 California Green Building Code is adopted by reference.	
No local amendments	

Moving Buildings (Attachment 14):

RCMC Chapter 16.40., Moving Buildings is amended and adopted.	
Clarification of position titles, responsibilities, insurance requirements, and appeals processes	16.40

Fire Code (Attachment 15)

The 2022 California Fire Code is adopted by reference.	
See Attachment 15 RCMC Title 17, Section 17.04 for amendments.	

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DETERMINING THE NEED FOR LOCAL MODIFICATIONS TO THE CALIFORNIA BUILDING
STANDARDS CODE****RECITALS**

WHEREAS, Title 24 of the California Code of Regulations, also known as the California Building Standards Code ("CBSC"), contains construction standards applicable to local jurisdictions throughout the state including the City of Rancho Cordova ("City"); and

WHEREAS, when reasonably necessary due to local climatic, geological, or topographical conditions, Health and Safety Code Sections 17958.5 and 18941.5 permit the City to establish more restrictive building standards than those outlined in the CBSC; and

WHEREAS, before making changes to the CBSC under Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City is adopting local amendments to chapters within the California Building Code, California Plumbing Code, California Electrical Code, California Fire Code, and the California Residential Code;

WHEREAS, these local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Rancho Cordova, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work, live and play within the City's boundaries; and

WHEREAS, once adopted, the City is required to file its local amendments and findings with the California Building Standards Commission.

Section 1: Findings. This Resolution and the referenced Ordinances referenced are being adopted pursuant to the following findings:

CEQA Compliance. CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment..." The proposed resolution of findings and the ordinance amendments are not a "project" within the meaning of CEQA because the resolution and amendments seek to update the existing building codes to current industry best practices and to coincide with new codes mandated by the State. Because no new building codes are being added resulting in the expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinances will result in a significant effect on the environment. Thus, the proposed ordinances are not

subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinances do not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the new California Building Standards Code. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby declares and finds the following:

- A. The City, according to the authority granted it under California Health and Safety Code Sections 17958.5 and 18941.5, has determined that there is a need to establish building standards that are more restrictive than those adopted by the state of California and found in Title 24 and Title 25 of the California Code of Regulations. These new building standards have been determined by the City of Rancho Cordova to address the problems, concerns and future direction by which the City can establish and maintain an environment which will afford an appropriate level of fire and life safety to all who live, work and play within its boundary.
- B. The City has determined that it is necessary to amend state building standards found in the 2022 California Building Standards Code as follows: the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, and the 2022 California Fire Code. The City’s amendments to these codes are outlined in Rancho Cordova Ordinances as follows:

Attachment	City Code	Code Adoption / Amendments
3	16.02 Administrative Code	Adopt With Local Amendments
4	16.04 Building Code	Adopt With Local Amendments
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13	16.38 Green Building Code	Adopt by Reference Without Amendments
14	16.40 Moving Buildings	Adopt by Reference Without Amendments
15	17.04 Fire Code	Adopt With Local Amendments

- C. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state-building standards at the local level must be reasonably necessary due to local climatic, topographical and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact address and present the local climatic, topographical, and/or geological conditions, which either singularly or in combination, has caused the aforementioned amendments to be adopted:

1. CLIMATIC

- a. The Rancho Cordova area has extreme variations in weather patterns: summers are arid and hot, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. As a result, the climate in the Rancho Cordova area can have a great influence on fire behavior and other major emergency events in the City.
- b. The City of Rancho Cordova has a mix of urban and rural areas and is undergoing a tremendous amount of developmental and population growth. The population growth has impacted service levels causing a fiscal strain on emergency services and the result is increased response times. Also, the intensive use of land in urban areas means bigger buildings, which can also create complex problems for fire safety.
- c. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow more than six feet high before it dries out. Ten square feet of this type of fuel is equivalent to the energy content of one gallon of gasoline. The building of homes within the weed-covered rural areas and the existence of combustible weeds on vacant urban lots coupled with windy conditions creates a recipe for disaster.
- d. Average yearly rainfall for the City is approximately 17.87 inches. This rainfall normally occurs from October to April. Low-level fog ("tule fog") is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also contribute to freezing and slick roadways.
- e. During the summer months, there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees Fahrenheit and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months ranges from 2 to 30 mmHG, which is arid. The City contains several areas of grasslands, which, in conjunction with the dry and windy conditions create a hazardous situation, which has led to extensive grass and brush fires in recent years. Development is extending from the urban core into the grass-covered areas. Wind-driven fires could and have led to serious consequences in similar areas of the state.
- f. In the past, several consecutive years of drought conditions have occurred, thus reducing the available water supply. Groundwater, as well as surface supplies, have

been affected. The drought conditions have led to lower water tables, reduced fire flow testing, water contamination, water conservation efforts, and increased demands on water systems due to extreme population growth. These impacts have negatively impacted water use and availability for the fire service. The degradation of water systems reduces the quality of fixed fire protection as well as fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi. to 30 psi. This change will make many fire protection systems ineffective and corrective measures such as adding pressure increasing booster pumps will be necessary at great cost to the community.

- g. The City of Rancho Cordova is in an area with localized pockets of high water tables. Additionally, the semi-arid climate in Rancho Cordova receives 16.4 inches mean rainfall in the 9 months from October to April with an average of 40 days of fog. The combination of effects leaves hot, dry summers, and cool, damp winters. Either or both of these factors can cause prolonged soil saturation, which can cause an increased risk of moisture intrusion into homes.

2. TOPOGRAPHICAL

- a. The City is bisected by numerous topographical features including a river, creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks; including light rail, drainage canals, and sprawling industrial facilities, such as Aerojet Rocketdyne and Mather Business Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays emergency response. These features are located between many of the fire stations located within the City of Rancho Cordova. As a result of the OSHA "two in-two out" rule, which requires two firefighters ready to make fire attack only when two others are present, no delays must affect the timely response of the firefighters.
- b. Heavy traffic congestion on the City's major streets already acts as a barrier to timely response for fire and emergency vehicles. As a result of increased development, some roadways in the City are expected to have significantly increased traffic flow rates in the future. In the event of an accident, other emergency sections of the City could be isolated, or response time could be sufficiently slowed to increase the risk of injury or damage.
- c. Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space, and endangered species habitat have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access.
- d. Large areas of rural grasslands and rolling hills significantly increase response times to residential development in the City. Available infrastructure features, such as water supplies, do not provide sufficient fire flow in these areas. The rural geographical areas not yet provided with adequate fire protection are subject to a higher degree of risk without mitigating measures.

- e. The City of Rancho Cordova is located within the Sacramento Valley. Summer weather conditions often create an inversion layer of high pressure which traps air pollution in the valley and combines with the hot weather to create unhealthful effects of rising ozone levels. Automobile use is a major source of air pollution.
- f. The City of Rancho Cordova contains several communities for which fire protection efforts are provided through "mutual aid" agreements allowing for each community to support each other. Although this system has its benefits, it can reduce fire station coverage during first and multiple response incidents. For example, a first alarm assignment draws two fire engines, one ladder truck and a water tender in a rural area emptying three fire stations. A home as little as 1,500 sq. ft. can draw a second alarm assignment in some instances. This could take out of service as much as six fire stations. This situation would cause a "move-up" of other fire stations to cover the empty stations. Thus, up to 15 fire stations could ultimately be affected for a second alarm assignment/dispatch. If exacerbated by simultaneous calls/events, long term commitments to emergencies, station brownouts, out of service emergency vehicles, etc., extended response times will occur.

3. GEOLOGICAL

- a. The Rancho Cordova Area is subject to ground tremors from seismic events as the City is in Seismic Category D. Water inundation has occurred in the portion that lay in river Delta areas. Intricate levee systems hold back a portion of the floodwater, however, development has moved into areas that have the potential for flooding.
- b. The City of Rancho Cordova is in an area with localized pockets of clay and expansive soils. These soil conditions are a source of concern for footing and foundation design. Additionally, expansive soils can hold large amounts of moisture for extended periods. Either of these factors or a combination of both has been found to create an increased risk of moisture intrusion under slabs in certain, common construction methods.
- c. Rancho Cordova and its surrounding region contain many pockets of "hot" or corrosive soils. Galvanic corrosion is self-generating and occurs on the surface of a metal exposed to an electrolyte (such as moist, salt-laden soil). The action is similar to that which occurs in a wet, or dry, cell battery. Differences in electrical potential between locations on the surface of the metal (pipe) in contact with such soil may occur for a variety of reasons, including the joining of different metals (iron and copper or brass for example). This can be due to the characteristics of the soil in contact with the pipe surface, e.g., pH, soluble salt, oxygen and moisture content, soil resistivity, temperature and presence of certain bacteria. Any one or a combination of these factors may cause a small amount of electrical current to flow through the soil between areas on the pipe or metal surface. Where this current discharges into the soil from such an area, metal is removed from the pipe surface and corrosion occurs. Premature failure of the buried metallic pipe due to galvanic action has been experienced in the Rancho Cordova area for decades.
- d. The City of Rancho Cordova is situated in Seismic Category D as defined by the International Code Council. This area contains a higher risk of seismic activity than most areas in the country. Catastrophic earthquakes account for 60% of worldwide casualties associated with natural disasters. Economic damage from earthquakes is

increasing, even in technologically advanced countries, as shown by the 1989 Loma Prieta, CA, (\$6 billion), 1994 Northridge, CA, (\$25 billion), and 1995 Kobe, Japan, (> \$100 billion) earthquakes. Additionally, a high degree of hazard to occupants has been found to occur from unsupported fixtures, appliances, and appurtenances in ceilings. These fixtures, though small in size, have been found to create a significant hazard to occupants in the event of seismic activity.

- D. Based upon the local climatic, topographical and geological conditions identified in Section C, the specific amendments identified in Rancho Cordova Ordinances 16.02 Administrative Code, 16.04 Building Code, 16.06 Residential Code, 16.24 Plumbing Code, 16.28 Electrical Code, and 16.36 Swimming Pool, are found to be reasonable and necessary modifications to the requirements established pursuant to Sections 17958.5 and 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence failures, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property, and protection of the environment.
- E. California Health and Safety Code Section 17958.7 requires that building standards modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table identifies the sections of the California Building, Residential, Plumbing, Electrical, Fire Codes, that have been amended by the City and the corresponding local climatic, geological and topographical conditions, as identified in Section C, that have necessitated the modification of the state's building standards.

2022 California Building Code Section:	<i>Local Condition</i>
1907.1	1g,3b
2022 California Residential Code Section:	
R506.2.3	1g,3b
2022 California Plumbing Code Section:	
312.4	3b,3c
Table 312	3b,3c
2022 California Electrical Code Section:	
230.28(C)and (D)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230.70(D)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
300.5(L)	Amendment per SMUD electric utility provider requirements.
2022 California Fire Code Section:	
Findings for amendments to the 2019 California Fire Code, to be codified in Title 17, Chapter 17.04 of the RCMC	

BE IT FURTHER RESOLVED that a copy of this Resolution and the adopted Ordinances shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7, and that a copy of this Resolution and the adopted Ordinances shall also be filed with the California State Fire Marshal's Office and the Department of Housing and Community Development.

ITEM 17.1.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO ADMINISTRATIVE PORTIONS OF THE 2022 CALIFORNIA BUILDING CODE BASED ON THE 2021 INTERNATIONAL BUILDING CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2021 INTERNATIONAL RESIDENTIAL CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA PLUMBING CODE BASED ON THE 2021 UNIFORM PLUMBING CODE, AND THE 2022 CALIFORNIA MECHANICAL CODE BASED ON THE 2021 UNIFORM MECHANICAL CODE

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

Section 1. Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.02
ADMINISTRATIVE CODE

Sections:

- 16.02.010 Title.
- 16.02.020 Purpose.
- 16.02.030 Adoption of the Administrative Codes.
- 16.02.040 Scope.
- 16.02.050 Amendments to the 2022 California Building Code.
- 16.02.060 Amendments to the 2022 California Residential Code.
- 16.02.070 Amendments to the 2022 California Existing Building Code.
- 16.02.080 Amendments to the 2022 California Plumbing Code.
- 16.02.090 Amendments to the 2022 California Mechanical Code.
- 16.02.100 Administration of the Technical Codes.

16.02.010 Title.

This chapter shall be known and cited as the Rancho Cordova Administrative Code.

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Codes.

A. 2022 California Building Code. Except as otherwise amended by RCMC section 16.02.060, sections 101 through 116 of the 2022 Edition of the California Building Code, Part 2, Title 24 of the

California Code of Regulations, including appendices C (Group U-Agricultural Buildings), I (Patio Covers), P (Emergency Housing), are hereby adopted and incorporated by reference herein.

B. 2022 California Historical Building Code. Chapter 8-1 of the 2022 Edition of the California Historical Building Code, Part 8, Title 24 of the California Code of Regulations, is adopted as is, with no modifications or amendments.

C. 2022 California Residential Code. Except as otherwise amended by this chapter, sections R101 through R114 of the 2022 Edition of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, including appendices AH (Patio Covers), AJ (Existing Buildings and Structures), AQ (Tiny Houses), AR (Light Straw-Clay Construction), AS (Strawbale Construction), AX (Swimming Pool Safety Act), AZ (Emergency Housing), are hereby adopted and incorporated by reference.

D. 2022 California Existing Building Code. Sections 115 through 117 of the 2022 California Existing Building Code are hereby adopted and incorporated by reference.

E. 2022 California Plumbing Code. Except as otherwise amended by this chapter, sections 101 through 106 of the 2022 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

F. 2022 California Mechanical Code. Except as otherwise amended by this chapter, sections 101 through 106 (excluding sections 104.2, 107, and Table 104.5) of the 2022 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures; including, but not limited to, docks, harbors, wharves, marinas, boathouses, signs, and building service equipment within this jurisdiction.

16.02.050 Amendments to the 2022 California Building Code.

A. Section [A] 105.2, "Work exempt from permit" is amended to read as follows:

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. It is permissible that these structures still be regulated by Section 710A, despite exemption from permit. All structures must meet set-back and height requirements as determined by the City Planning Department.

2. Fences not over 7 feet high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swing and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Repair or replacement of current-carrying parts of any switch, conductor, or control device.
3. Reinstallation of attachment receptacles but not the outlets therefore.
4. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
5. Temporary wiring for experimental purposes in suitable experimental laboratories.
6. The wiring for temporary theater, motion picture, or television stage sets.

7. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
8. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
9. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.
10. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kw) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Sign:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign

permit unless a structural change is made. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.

3. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.
 - d. Promotional signs.
 - e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

B. Section [A] 105.4.1 "Certificate of Construction," is added to read as follows:

[A] 105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

C. Section [A] 105.4.2, "Certificate of Release," is added to read as follows:

[A] 105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Multi-family dwellings.
2. Most commercial projects. The following commercial projects **do not** require Certificate of Release from the fire protection district (list is not all inclusive; contact the Building & Safety Division to verify):
 - a. Miscellaneous mechanical, plumbing, and electrical permits
 - b. Re-roofing or roof repairs
 - c. Public Pools
 - d. Signs (pole, wall and monument)
 - e. Partial Permits (with no work effecting structural components or fire suppression)
 - f. Demolition permits
 - g. Incidental repairs not effecting fire suppression.

D. Section [A] 105.7, "Placement of Permit," is amended to read as follows:

[A] 105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

E. Section [A] 109.2, "Schedule of permit fees," is amended to read as follows:

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 107.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

F. Section [A] 109.6, "Refunds," is amended to read as follows:

[A] 109.6 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

G. Section [A] 109.7, "Reinspections," is added to read as follows:

[A] 109.7 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

H. Section [A] 111.1, "Change of occupancy," is amended to read as follows:

[A] 111.1 Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of occupancy are not required for work exempt from permits under Section 105.2.
2. Certificates of Occupancy are not required for R-3 One- or Two-Family Dwellings or Townhouse occupancies.
3. Accessory buildings or structures (Residential Only).

I. Section [A] 111.2, "Certificate issued." is amended to read as follows:

[A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable.*

6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

J. Section [A] 112.1 "Connection of service utilities" is amended to read as follows:

[A] 112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

K. Section [A] 112.2 "Temporary connections" is amended to read as follows:

[A] 112.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

L. Section [A] 112.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 112.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

M. Section [A] 112.4 "Authority to condemn building service equipment" is added to read as follows:

[A] 112.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

N. Section [A] 114.3.1, "Connection after order to disconnect," is added to read as follows:

[A] 114.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

O. Section [A] 114.4, "Violation Fee," is amended to read as follows:

[A] 114.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.060 Amendments to the 2022 California Residential Code.

A. Section R105.2, "Work exempt from permit" is amended to read as follows:

R105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. All structures must meet set-back and height requirements as determined by the City Planning Department.
2. Fences not over 7 feet high.
14. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks, and driveways.
5. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Swings and other playground equipment accessory to detached one and two-family dwellings.
9. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Electrical Permits. An Electrical permit shall not be required for:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Listed cord-and-plug connected temporary decorative lighting.
3. Reinstallation of attachment receptacles but not the outlets therefore.
4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

5. Low-energy power, control, and signal circuits of Classes I and II
6. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

B. Section R105.2.2.1, "Limits on repair for R-3 and U occupancies", is added to read as follows:

R105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

C. Section R105.4.1, "Certificate of Construction," is added to read as follows:

R105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

D. Section R105.4.2, "Certificate of Release," is added to read as follows:

R105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.
2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.
3. Any new dwelling with a private access road.
4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

E. Section R105.7, "Placement of Permit," is amended to read as follows:

R105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

F. Section R106.3.4, "Deferred submittals," is added to read as follows:

R106.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have

the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

G. Section R108.2, "Schedule of permit fees," is amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section R106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section R106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

H. Section R108.3, "Building permit valuations," is amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as structures, electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

I. Section R108.5, "Refunds," is amended to read as follows:

R108.5 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

J. Section R108.7, "Re-inspection fee," is added to read as follows:

R108.7 Re-inspection fee. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

K. Section R110.1, "Use and occupancy," is amended to read as follows:

R110.1 Use and change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of Occupancy are not required for R-3 One or Two-Family Dwellings or Townhome occupancies.
2. Certificates of occupancy are not required for work exempt from permits under Section R105.2.
3. Accessory buildings or structures.

L. Section R111.1 "Connection of service utilities" is amended to read as follows:

R111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

M. Section R111.2 "Temporary connections" is amended to read as follows:

R111.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

N. Section R111.3 "Authority to disconnect service utilities" is amended to read as follows:

R111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, or in case of emergency where necessary to eliminate an immediate hazard to life or property.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or building service equipment of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

O. Section R111.4 "Authority to condemn building service equipment" is added to read as follows:

R111.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

P. Section R113.3.1, "Connection after order to disconnect," is added to read as follows:

R113.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

Q.. Section R113.4, "Violation Fee," is amended to read as follows:

R113.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC 16.18.205(F).

16.02.070 Amendments to the 2022 California Existing Building Code.

A. Section [A] 108.7, "Reinspection Fees" is added to read as follows:

[A] 108.7 Reinspection Fees. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

B. Section [A] 109.5, "Inspection Requests" is amended to read as follows:

[A] 109.5 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

C. Section [A] 110.2, "Certificate issued" is amended to read as follows:

[A] 110.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable.*
6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

D. Section [A] 111.1 "Connection of service utilities" is amended to read as follows:

[A] 111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

E. Section [A] 111.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

F. Section [A] 111.3.1 "Authority to condemn building service equipment" is added to read as follows:

[A] 111.3.1 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

I. Section [A] 111.3.2, "Connection after order to disconnect," is added to read as follows:

[A] 111.3.2 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

16.02.080 Amendments to the 2022 California Plumbing Code.

A. Section 104.2, "Exempt Work" is amended to read as follows:

104.2 Exempt Work. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. A permit shall not be required for the following:

Plumbing Permits. A plumbing permit shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Gas Service Permits. A permit for gas service shall not be required for:

1. Portable heating, cooking or clothes drying appliances (Residential Only).
2. Portable heating appliance (Non-Residential).
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
4. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid (Residential Only).

B. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

C. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

D. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

E. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

F. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

G. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

H. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

I. Section 105.2.4, "Advance Notice" is deleted.

J. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

K. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

L. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

M. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

N. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

O. Table 104.5 "Plumbing Permit Fees" is deleted.

16.02.090 Amendments to the 2022 California Mechanical Code.

A. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

B. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

C. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

D. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

E. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

F. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

G. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

H. Section 105.2.4, "Advance Notice" is deleted, and incorporated into section 105.2.3

I. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

J. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

K. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

L. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

M. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been

ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

N. Table 104.5 "Mechanical Permit Fees" is deleted.

16.02.100 Administration of the Technical Codes.

A. Rancho Cordova Building Code. The Rancho Cordova Building Code contained within Chapter 16.04 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

B. Rancho Cordova Residential Building Code. The Rancho Cordova Residential Building Code contained within Chapter 16.06 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Residential Code, as adopted and amended by this Chapter.

C. Rancho Cordova Electrical Code. The Rancho Cordova Electrical Code contained with Chapter 16.28 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

D. Rancho Cordova Energy Code. The Rancho Cordova Energy Code contained with Chapter 16.26 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

E. Rancho Cordova Historical Building Code. The Rancho Cordova Historical Building Code contained within Chapter 16.05 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Historical Building Code, as adopted by this Chapter.

F. Rancho Cordova Existing Building Code. The Rancho Cordova Existing Building Code contained within Chapter 16.10 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Existing Building Code, as adopted by this Chapter.

G. Rancho Cordova Plumbing Code. The Rancho Cordova Plumbing Code contained within Chapter 16.24 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Plumbing Code, as adopted by this Chapter.

H. Rancho Cordova Mechanical Code. The Rancho Cordova Mechanical Code contained within Chapter 16.32 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Mechanical Code, as adopted by this Chapter.

I. Rancho Cordova Green Building Code. The Rancho Cordova Green Building Code contained within Chapter 16.38 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

H. Rancho Cordova Swimming Pool and Spa Code. The Rancho Cordova Swimming Pool and Spa Code contained within Chapter 16.36 of the Rancho Cordova Municipal Code, shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter.

K. Rancho Cordova Moving Buildings Code. The Rancho Cordova Moving Buildings Code are contained within RCMC chapter 16.40, "Moving Buildings."

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.04, "BUILDING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA BUILDING CODE BASED ON THE 2021
INTERNATIONAL BUILDING CODE**

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

Section 1. Title 16, Chapter 16.04, "Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.04
BUILDING CODE**

Sections:

- 16.04.010 Title.
- 16.04.020 Purpose.
- 16.04.030 Adoption of Building Codes.
- 16.04.040 Amendment of Adopted Codes.

16.04.010 Title.

This chapter shall be known and cited as the Rancho Cordova Building Code.

16.04.020 Purpose.

The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.04.030 Adoption of building codes.

The 2022 California Building Code, Part 2, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Building Code, 2021 Edition, published by the International Code Council, including Appendix C (Group U-Agricultural Buildings), Appendix I (Patio Covers), and Appendix P (Emergency Housing), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.04.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.04.030, the State Code is amended as follows:

- A. Section 1907.1, "General," is amended to read as follows:

1907.1 General. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 17.1.

ATTACHEMENT 4

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING CHAPTER 16.05, "HISTORICAL BUILDING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
HISTORICAL BUILDING CODE**

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

Section 1. Title 16, Chapter 16.05, "Historical Building Code," is hereby adopted, to read as follows:

**Chapter 16.05
HISTORICAL BUILDING CODE**

Sections:

- 16.05.010 Title.
- 16.05.020 Purpose.
- 16.05.030 Adoption of Historical Building Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Historical Building Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Historical Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of Historical buildings and structures within this jurisdiction.

16.05.030 Adoption of the Historical Building Code.

The 2022 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 17.1.

ATTACHMENT 5

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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.06, “RESIDENTIAL CODE” OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2021
INTERNATIONAL RESIDENTIAL CODE**

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

Section 1. Title 16, Chapter 16.06, “Residential Code,” is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.06
RESIDENTIAL BUILDING CODE**

Sections:

- 16.06.010 Title.
- 16.06.020 Purpose.
- 16.06.030 Adoption of building codes.
- 16.06.040 Scope
- 16.06.050 Amendment of adopted codes.

16.06.010 Title.

This chapter shall be known and cited as the Rancho Cordova Residential Building Code.

16.06.020 Purpose.

The purpose of the Rancho Cordova Residential Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.06.030 Adoption of building codes.

The 2022 California Residential Code, Part 2.5, (hereinafter referred to as the “CRC”) Title 24 of the California Code of Regulations (hereinafter referred to as the “State Code”), incorporating the International Residential Code, 2021 Edition, as published by the International Code Council, including Appendices AH (Patio Covers), AJ (Existing Buildings and Structures), AQ (Tiny Houses), AR (Light Straw-Clay Construction), and AS (Strawbale Construction), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.06.040 Scope.

The provisions of the Rancho Cordova Residential Building Code shall serve as the organizational, and enforcement rules and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of

residential buildings and structures; including, but not limited to, one and two-family dwellings, townhomes, docks, boathouses, and building service equipment within this jurisdiction.

16.06.050 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.06.030, the State Code is amended as follows:

A. Section R506.2.3, "Vapor retarder," is amended to read as follows:

R506.2.3 Vapor retarder. Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. For driveways, walks, patios and other flatwork not likely to be enclosed at a later date.
4. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 17.1.

ATTACHMENT 6

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING CHAPTER 16.10, "EXISTING BUILDING CODE" OF THE RANCHO CORDOVA
MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA EXISTING
BUILDING CODE**

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

Section 1. Title 16, Chapter 16.10, "Existing Building Code," is hereby adopted, to read as follows:

**Chapter 16.10
EXISTING BUILDING CODE**

Sections:

- 16.10.010 Title.
- 16.10.020 Purpose.
- 16.10.030 Adoption of Existing Building Code.

16.10.010 Title.

This chapter shall be known and cited as the Rancho Cordova Existing Building Code.

16.10.020 Purpose.

The purpose of the Rancho Cordova Existing Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of existing buildings and structures within this jurisdiction.

16.10.030 Adoption of the Existing Building Code.

The 2022 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 17.1.

ATTACHMENT 7

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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.24, "PLUMBING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA PLUMBING CODE BASED ON THE 2021
UNIFORM PLUMBING CODE**

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

Section 1. Title 16, Chapter 16.24, "Plumbing Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.24
PLUMBING CODE**

Sections:

- 16.24.010 Title.
- 16.24.020 Purpose.
- 16.24.030 Adoption of plumbing codes.
- 16.24.040 Amendment of adopted codes.

16.24.010 Title.

This chapter shall be known and cited as the Rancho Cordova Plumbing Code.

16.24.020 Purpose.

The purpose of the Rancho Cordova Plumbing Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare.

16.24.030 Adoption of plumbing codes.

The 2022 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Plumbing Code, 2021 Edition, as published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.24.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.24.030, the State Code, is amended as follows:

- A. 103.5, "Private Sewage Disposal Systems," is added to read as follows:

103.5 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

- B. Section 312.4 is amended to read as follows:

312.(A) Piping subject to corrosion, erosion, or mechanical damage shall be protected in an approved manner.

312.4(B) Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

312.4(C) All buried ferrous piping shall be provided with cathodic protection installed according to Table 312 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water.

When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.

2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.
3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.
4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.
5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 314.0.

C. Table 312 is added to read as follows:

Table 312

ANODE SELECTION CHART

Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
	Pipe Size					
Anode Size	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	—	—	—	—	—
3 lb. anode	150'	100'	50'	50'	—	—
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	—	500'	350'	300'	250'	150'
32 lb. anode	—	—	500'	500'	450'	350'

D. Section 713.4 is amended to read as follows:

713.4 The public sewer shall be permitted to be considered as not being available when such public sewer or any building or exterior drainage facility connected thereto is located more than two hundred (200) feet (61 m) from the property line.

E. Section D101.1, "Applicability," of Appendix D, is amended to read as follows:

D101.1 Applicability. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.26, "ENERGY CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
ENERGY CODE**

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

Section 1. Title 16, Chapter 16.26, "Energy Code," is hereby adopted, to read as follows:

**Chapter 16.26
ENERGY CODE**

Sections:

- 16.26.010 Title.
- 16.26.020 Purpose.
- 16.26.030 Adoption of Energy Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Energy Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Energy Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all duly designated historic buildings and structures within this jurisdiction.

16.05.030 Adoption of the Energy Code.

The 2022 California Energy Code, Part 6, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.28, "ELECTRICAL CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA ELECTRICAL CODE BASED ON THE 2020
NATIONAL ELECTRICAL CODE**

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

Section 1. Title 16, Chapter 16.28, "Electrical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.28
ELECTRICAL CODE**

Sections:

- 16.28.010 Title.
- 16.28.020 Purpose.
- 16.28.030 Adoption of electrical codes.
- 16.28.040 Amendment of adopted codes.

16.28.010 Title.

This chapter shall be known and cited as the Rancho Cordova Electrical Code.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials.

16.28.030 Adoption of electrical codes.

The 2022 California Electrical Code (excluding all Appendices), Part 3, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the National Electrical Code, 2020 Edition (excluding all Appendices), published by the National Fire Protection Association, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.28.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.28.030, the State Code is amended as follows:

A. Article 230.28(C) and (D) are added to read as follows:

230.28(C) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit of 1 1/2 inch minimum trade size.

230.28(D) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of minimum 1 1/2" Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit (IMC).

B. Article 230.70(D) is added to read as follows:

230.70(D) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor.

C. Article 300.5(L) is added to read as follows:

300.5(L) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 17.1.

ATTACHMENT 10

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.32, "MECHANICAL CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
MECHANICAL CODE BASED ON THE 2021 UNIFORM MECHANICAL CODE**

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

Section 1. Title 16, Chapter 16.32, "Mechanical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.32
MECHANICAL CODE**

Sections:

- 16.32.010 Title.
- 16.32.020 Purpose.
- 16.32.030 Adoption of mechanical codes.

16.32.010 Title.

This chapter shall be known and cited as the Rancho Cordova Mechanical Code.

16.32.020 Purpose.

The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction.

16.32.030 Adoption of mechanical codes.

The 2022 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Mechanical Code, 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 17.1.

ATTACHMENT 11

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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.36, "SWIMMING POOL CODE" OF THE
RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO SECTION 3109.2 OF THE 2022 CALIFORNIA BUILDING AND
APPENDIX AX OF THE 2022 RESIDENTIAL CODE**

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

Section 1. Title 16, Chapter 16.36, "Swimming Pool Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.36
SWIMMING POOL AND SPA CODE**

Sections:

- 16.36.010 Title.
- 16.36.020 Purpose.
- 16.36.030 Adoption of specific codes.
- 16.36.040 Scope.
- 16.36.050 Definitions.
- 16.36.060 Amendments to the California Building Code.
- 16.36.070 Amendments to the California Residential Code.

16.36.010 Title.

This chapter shall be known and cited as the Rancho Cordova Swimming Pool and Spa Code.

16.36.020 Purpose.

The purpose of the Rancho Cordova Swimming Pool and Spa Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare within this jurisdiction, as well as to reference the many different codes that pertain to swimming pools, spa and hot tub safety.

16.36.030 Adoption of specific codes.

2022 California Building Code, Chapter 31, Section 3109.2, Title 24 of the California Code of Regulations, the 2022 California Residential Code Appendix AX Swimming Pool Safety Act, Title 24 Part 2.5 of the California Code of Regulations, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.36.040 Scope

The provisions of the Rancho Cordova Swimming Pool and Spa Code shall serve as the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of swimming pools, spas, hot tubs, and other water-containing devices intended for human emersion, and associated service equipment within this jurisdiction.

16.36.050 Definitions

Definitions for the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, and use of swimming pools, spas, hot tubs, and other water-containing devices intended for swimming or recreational bathing, and associated service equipment within this jurisdiction are contained within the 2022 California Building Code, Chapter 2, the 2022 California Residential Code, Chapter 2, and California Health and Safety Code Section 115921.

16.36.060 Amendments to the California Building Code.

A. California Building Code Chapter 31, Section 3109.2, “115921(c)” is amended to read as follows:

115921. (c) *“Enclosure” means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term “permanent” shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

B. California Building Code Chapter 31, Section 3109.2, “115922” is amended to read as follows:

115922. (a) *Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) *An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.*

(2) *Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.*

(3) *An approved safety pool cover, as defined in subdivision (d) of Section 115921.*

(4) *Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”*

(5) *A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.*

(6) *An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain*

distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

115923. *An enclosure shall have all of the following characteristics:*

(a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.

(b) A minimum height of 60 inches.

(c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.

(d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

(e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

16.36.070 Amendments to the California Residential Code.

A. California Residential Code Appendix AX, Section "115921(c)" is amended to read as follows:

115921. *(c) "Enclosure" means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

B. California Residential Code Appendix AX, Section "115922" is amended to read as follows:

115922. *(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.

(2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.

(4) Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

(5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

(6) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

115923. *An enclosure shall have all of the following characteristics:*

(a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.

(b) A minimum height of 60 inches.

(c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.

(d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

(e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

Section 2. Severability

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

Section 3. Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California

ITEM 17.1.

ATTACHMENT 12

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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.38, "GREEN BUILDING CODE" OF THE
RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022
CALIFORNIA GREEN BUILDING STANDARDS CODE**

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

Section 1. Title 16, Chapter 16.38, "Green Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.38
GREEN BUILDING CODE**

Sections:

- 16.38.010 Title.
- 16.38.020 Purpose.
- 16.38.030 Adoption of green building codes.

16.38.010 Title.

This chapter shall be known and cited as the Rancho Cordova Green Building Code.

16.38.020 Purpose.

The purpose of the Rancho Cordova Green Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction.

16.38.030 Adoption of green building codes.

All deemed Mandatory provisions of the 2022 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 17.1.**ATTACHMENT 13**

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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**CITY OF RANCHO CORDOVA
ORDINANCE NO. XX-2022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.40, "MOVING BUILDINGS" OF THE RANCHO
CORDOVA MUNICIPAL CODE**

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

Section 1. Title 16, Chapter 16.40, "Moving Buildings," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.40

MOVING BUILDINGS

Sections:

- 16.40.010 Permit required.
- 16.40.020 Building relocation application and plan submittal.
- 16.40.030 Inspections prior to relocation.
- 16.40.040 Application approval.
- 16.40.050 Approval limitation on building relocation application.
- 16.40.060 Posting notice of intention to move.
- 16.40.070 Denial of building permit.
- 16.40.080 Appeals.
- 16.40.090 Issuance of building permit.
- 16.40.100 Authority to issue building permit.
- 16.40.110 Liability insurance required.
- 16.40.120 House and building moving requirements – Flags, lights, etc.
- 16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.
- 16.40.140 Highway moving permit.
- 16.40.150 Highway moving permit limitations – Time.
- 16.40.160 Public nuisance.

16.40.010 Permit required.

No person shall move or cause to be relocated any building or structure across any public street or highway, or from one property to another, or from one location to another in the city, or from any city or county outside of the city of Rancho Cordova, without first obtaining a moving permit through the procedures provided in this chapter.

16.40.020 Building relocation application and plan submittal.

Application for building relocation shall be filed with the Building Official.

A. Contents of Application. The application shall specify the existing location of the building, size, and character of the building to be relocated, the proposed improvements or changes, if any, the proposed location, the property owner's name and address, the intended use of the building,

B. Plan Submittal. Three complete sets of plans are required for the building permit along with a completed building permit application. The plot plan for the proposed

location, fully dimensioned, and drawn to scale, shall show location of the building, indicating proposed setbacks of the building and size, location, and use of *all* existing structures at the proposed location, and site development required. Architectural plans must be fully dimensioned, and drawn to scale, and be no smaller than 18 inches x 24 inches in paper size for review purposes. Plans must include foundation designs from a qualified design professional, which may include geotechnical reports for soil conditions.

C. Entry and Site Identification. The applicant shall arrange for entry of the buildings proposed to be relocated and provide a stake driven in the ground, protruding four feet above grade, at the front and rear of the proposed location for posting and attaching house numbers as provided by RCMC 16.40.050.

16.40.030 Inspections prior to relocation.

Within five working days of being notified by the applicant, the Building Official shall cause the inspection of the building to be relocated.

16.40.040 Application approval.

After reviewing the application for building relocation and inspection of the building and proposed location, the Building Official shall give his or her approval in writing and so notify the property owner and applicant of the requirements imposed on his approval.

Upon said approval, the Building Official shall cause the building and the proposed location to be posted with an “notice of intention to move” sign as provided in RCMC 16.40.050.

16.40.050 Approval limitation on building relocation application.

Approval of building relocation application shall be limited to 60 days from completion of the posting period when no appeal is filed.

16.40.060 Posting notice of intention to move.

When the building has been approved for relocation to a new site, the Building Official shall cause a “notice of intention to move” sign to be posted, on stakes, for **five working days** from date of posting, with assigned house number, provided by the applicant, at the front and rear of the proposed site and on the front of the building proposed to be moved; such notice shall not be less than 13 inches by 19 inches in size and shall set forth the character of the building to be moved, the present and proposed site of the building, and the date of posting.

Exception: Buildings being moved from outside the city limits of Rancho Cordova into the City of Rancho Cordova shall require a **ten working day** posting period in lieu of five days.

A. The building shall not be moved from the location shown on the application for the duration of the required posting period. If for any reason the posting period has been interrupted, the building and proposed site shall be reposted for an additional five working days (or ten working days if outside the city limits).

B. No building shall be temporarily relocated on present or other property for temporary storage purposes, except legal contractors’ storage yards, without having written approval of Building Official and the owner of the property used for this temporary storage. The Building Official may require a surety bond, cash bond, or other means to ensure the removal of the building and may set a time limit as deemed necessary to protect the public and the City of Rancho Cordova.

C. No moving permit shall be issued, nor the building moved from the existing location, until the required posting and appeal period has elapsed.

D. Exemption from Posting. A building being relocated on existing property, when approved by the Building Official, may be exempted from the posting requirements.

16.40.070 Denial of building permit.

A. The application for a building permit shall be denied when:

1. Any unlawful, dangerous, or defective condition of a building proposed to be moved is such that remedy or correction cannot effectively be made; or
2. The relocation of the building to the proposed site would cause appreciable damage to or be materially detrimental to the property or improvements in the district within the immediate vicinity of the proposed new location; or
3. The structure is of a type prohibited at the proposed location by law or regulation of the city.

B. The Building Official, or his or her designees, shall inform the applicant of the denial in writing within 10 working days of the filing of the application. The denial shall set forth the reasons therefor, shall designate the applicable provisions of the law or regulations upon which the denial is predicated.

16.40.080 Appeals.

Appeals to the denial of a permit to relocate a building shall follow the procedure as set forth in RCMC 16.18 Nuisance Code, Sections 16.18.504 through 16.18.513.

16.40.090 Issuance of building permit.

A. If a building permit is granted, it shall be granted under conditions which shall require the owner, or agent of the owner, of any building to be moved to comply with the provisions of all applicable state laws and local ordinances, to make such changes or repairs as may be necessary to comply therewith or to fill remaining basements or other subsequent openings on the property.

B. No building relocated in accordance with the provisions of this chapter shall be used or occupied or have utility services connected thereto until said necessary changes or repairs have been completed.

C. Any building relocated in another location shall be brought up to current regulations of the building, plumbing, mechanical, and electrical codes. The Building Official *may* waive a specific requirement when the requirement met the Rancho Cordova Building Code in effect at the time it was built and does not cause a health or safety hazard.

D. Prior to the issuance of any building permit, the applicant for the moving permit must produce evidence indicating:

1. That they have sealed the sewer line at the site from which the building is being moved in a manner prescribed by the appropriate political subdivision having jurisdiction thereof; or
2. That they have properly destroyed the septic tank system in accordance the requirements of the Authority Having Jurisdiction.

E. The Building Official shall require the owner or agent to deposit a certificate of deposit or a surety bond with the City to insure compliance with the conditions imposed on the building permit. The surety bond must be issued by a corporate surety authorized to do business in the

State of California and shall be filed in the form prescribed by the Building Official and subject to his/her approval. The amount of the bond shall be set at the discretion of the Building Official. At the time of filing the certificate of deposit or surety bond with the City, the property owner must also execute and file a statement in substantially the following language:

I, _____, the applicant and property owner, hereby promise to comply with the conditions imposed on the building permit No. _____. By way of guarantee that this work will be done, I/we herewith deposit with the City a (certificate of deposit, or surety bond) in the sum of \$_____ and agree that in the event these conditions are not fulfilled within three hundred sixty-five (365) days hereafter, the City may use said certificate of deposit, or forfeit the surety bond and apply the proceeds either to cause said conditions to be fulfilled or to demolish the building which was under the authority of said building permit.

F. The condition(s) imposed upon the issuance of the building permit for a moved building shall be met within 365 days. Noncompliance of this requirement shall give cause to forfeit the certificate of deposit or surety bond and to abate as a public nuisance.

G. Building Relocation Application Fee. The applicant shall pay a relocation application fee for each application at the time of issuance. The fee for each permit shall be that fee prescribed by resolution of the City Council.

H. Fee Refund. No refund shall be made where an inspection is made as required by RCMC 16.40.030. The Building Official may authorize the refunding of not more than 80 percent of the application fee when no inspection was made as required by RCMC 16.40.030. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days from the date of fee payment.

I. Exemption from Building Relocation Application Fee.

1. Buildings that are being moved within Rancho Cordova to locations outside the City of Rancho Cordova.
2. Buildings or portions of buildings being moved to or through the City that are approved manufactured buildings.
3. Incidental accessory structures of 120 square feet or less which will not be used for human habitation.
4. Buildings being moved to a storage yard approved by the Rancho Cordova Zoning Code for storage purposes.

16.40.100 Authority to issue building permit.

In the event the decision of the Building Official to grant the building permit is not appealed within the posting period specified in RCMC 16.40.050, and the building proposed to be moved will not come within the scope of the conditions prohibited by RCMC 16.40.060, and the applicant has complied with all other applicable requirements of this chapter, the Building Official shall issue the building permit.

In the event an appeal has been filed, the Building Official shall issue or deny the permit, pursuant to the terms of the final decision of the City Council and the other applicable provisions of this chapter.

16.40.110 Liability insurance required.

No moving permit shall be issued under the provisions of this chapter unless the permitted shall have first taken out and agreed to maintain at all times public liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person, and shall take out and agree to maintain at all times property damage insurance in an amount not less than \$500,000. Such insurance shall name the City as an insured, and a certificate of insurance shall be filed with the Director of Public Works, or his or her designees.

16.40.120 House and building moving requirements – Flags, lights, etc.

Red lights at each corner of the building shall be maintained by the mover from one-half hour after sunset until one-half hour before sunrise.

A. Notice of Emergency Service. Any person moving a building on any city road shall notify the Department of Public Works immediately before and after the movement.

B. Authorized Moving Hours. Movement of buildings on any city road shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. on weekdays.

C. No building shall be moved into a fire district without first giving notice to the fire district into which the building is to be moved 10 working days prior to the move.

16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.

The Director of Public Works, or his or her designees, may, in their discretion, inspect all rollers, trucks, wheels, dollies, tractors, or other apparatus proposed to be used in the moving operation, and shall restrict the use of such apparatus to that which, in their judgment, will not cause injury to highways, bridges, or other property. The Director of Public Works, or his or her designees, may also require reasonable changes in the route proposed, even though the route required may be longer than the one proposed, and also require an applicant or his or her agent to file a surety bond issued by a corporate surety authorized to do business in the state of California in such amount of \$5,000 or a certificate of insurance in the amount of \$10,000 with an oversize, overweight endorsement to guarantee the restoration and repair of city roads damaged by moving equipment and apparatus, in accordance with applicable City standards.

16.40.140 Highway moving permit.

When a building permit has been granted by the Building Official and all provisions of this chapter and other regulations and/or requirements for issuing a building permit for the building have been fulfilled, the Director of Public Works, or his or her designees, shall issue a highway moving permit. The applicant shall pay an additional fee for this permit. The permit fee shall be \$30.00.

Buildings that are being moved from outside the city or from within the city to terminate in a city or county other than Rancho Cordova that qualifies for exemption of building relocation application fee as provided by RCMC 16.40.100(I) and are required to use city roads or highways shall be required to pay the \$30.00 fee for a moving permit.

A. Fee for Additional Buildings. The fee for additional buildings or portions of any severed buildings moved at the same time to the same locations as provided herein shall be \$10.00.

B. Exemption from Highway Moving Permit. The highway moving permit fee (and fee for additional buildings) shall not be required in the following instances:

1. If the building is being moved from one location to another location and no public road is to be used;
2. Buildings and/or sections of buildings being moved to or through the City that are approved manufactured buildings.

C. The exemption to a highway moving permit does not exempt the buildings in RCMC 16.40.020 from the required wide load highway permit.

16.40.150 Highway moving permit limitations – Time.

Permission to move any building under any moving permit shall expire 60 days after issuance, except that the Director of Public Works, or his or her designees, may extend the expiration time an additional 60 days.

A. Transfer. Permits issued under this chapter shall not be transferred by the holder thereof to any other person.

All movements of buildings authorized by the moving permit shall be made under the control and supervision of the grantee of the permit.

B. Refunds. No fees required by this chapter shall be refunded if the moving of a building authorized by the moving permit is not made. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 48 § 2 (part), 1971].

16.40.160 Public nuisance.

Any building moved contrary to any of the provisions of this chapter is unlawful and a public nuisance and the Building Official shall commence action or proceedings for the abatement and removal and enjoinder thereof in a manner provided in this chapter. The remedies provided herein shall be cumulative and not exclusive.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

ITEM 17.1.

ATTACHMENT 14

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 17.04, "FIRE CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE BASED ON THE
2021 INTERNATIONAL FIRE CODE**

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

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

**Chapter 17.04
FIRE CODE**

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

17.04.010 Adoption of California Fire Code. There is hereby adopted by the City of Rancho Cordova for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2022 California Building Standards Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2021 Edition, published by the International Code Council in its entirety including Appendix Chapter 4, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix H, and Appendix O, save and except such portions as hereinafter deleted, modified, or amended. Not less than one (1) copy of such code has been and now is filed with the Clerk of the City of Rancho Cordova. From the effective date of this ordinance establishing this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova except that any inconsistent regulations and ordinances adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the City of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code.

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

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

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

17.04.040 Definitions.

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

17.04.050 Amendments to the 2022 Edition of the California Fire Code.**SECTION 105.5.5 "CARNIVALS AND FAIRS" IS AMENDED AS FOLLOWS:**

Section 105.5.5 Carnivals, fairs, festivals, or exhibitions. An operational permit is required to conduct a carnival, fair, festival, or exhibition.

SECTION 109.3.1 "ELECTRONIC FILING" IS ADDED AS FOLLOWS:

Section 109.3.1 Electronic filing. When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the fire code official electronically.

SECTION 107.7 "COST RECOVERY FEES" IS ADDED AS FOLLOWS:

Section 107.7 Cost recovery fees. Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916).

SECTION 111.1 "BOARD OF APPEALS ESTABLISHED" IS AMENDED AS FOLLOWS:

Section 111.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the fire protection district or community services district having jurisdiction, or the County of Sacramento Board of Supervisors in the Sacramento County Airport System.

SECTION 112.4 "VIOLATION PENALTIES" IS AMENDED AS FOLLOWS:

Section 112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 112.4.2 "CITATIONS" IS ADDED AS FOLLOWS:

Section 112.4.2 Citations. The Chief, or the Chief's duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 112.4.3 "CALIFORNIA BAIL SCHEDULE" IS ADDED AS FOLLOWS:**Section 112.4.3 – California Bail Schedule.**

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

*- MISDEMEANOR

PC – ELIGIBLE FOR PROOF OF CORRECTION

PA – PENALTY ASSESSMENT

NCA – NIGHT COURT ASSESSMENT

NC - NONCOMPLIANCE

SECTION 113.4 "FAILURE TO COMPLY" IS AMENDED AS FOLLOWS:

Section 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred (\$100) dollars or more than one thousand (\$1000) dollars.

SECTION 202, "GENERAL DEFINITIONS," HAS "ALL-WEATHER DRIVING SURFACE" ADDED AS FOLLOWS:

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

Exception: R-3 occupancies located on Agricultural or Agricultural-Residential zoned lots.

SECTION 202, "GENERAL DEFINITIONS," HAS THE DEFINITIONS OF "SUPERVISING STATION" AMENDED AS FOLLOWS:

SUPERVISING STATION. An approved UL listed, Type A, Full Service Central Station facility that receives signals and at which personnel are in attendance at all times to respond to these signals. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.

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

SECTION 503.1.2.1 "REMOTENESS" IS ADDED AS FOLLOWS:

Section 503.1.2.1 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

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

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

SECTION 505.1 "ADDRESS IDENTIFICATION" IS AMENDED AS FOLLOWS:

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

SECTION 505.1.1 "ILLUMINATION" IS ADDED AS FOLLOWS:

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

SECTION 507.1.1 "CONNECTION" IS ADDED AS FOLLOWS:

Section 507.1.1 Connection. When required by the fire code official, buildings without a public water supply shall be connected to the public water supply once the public water supply becomes available.

Exception: Group R-3 and Group U occupancies

SECTION 507.5.1 "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

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

Exception: For Group R-3 and Group U occupancies, *equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.1.3*, the distance requirement shall be *not more than 600 feet (183 m)*.

SECTION 507.5.1.1 "HYDRANT FOR STANDPIPE SYSTEMS" IS AMENDED AS FOLLOWS:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe installed in accordance with Section 905 shall have a fire hydrant within 40 feet (12,192 mm) of the fire department connection.

Exception: The distance shall be permitted to be increased up to 100 feet (30,480 mm) where approved by the fire code official.

SECTION 510.4.1.1 "MINIMUM SIGNAL STRENGTH INTO THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm throughout the coverage area and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

SECTION 510.4.1.2 "MINIMUM SIGNAL STRENGTH OUT OF THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.2. Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.4 or an equivalent SINR applicable to the technology for either analog or digital signals.

SECTION 901.4.7 "PUMP AND RISER ROOM SIZE" IS AMENDED AS FOLLOWS:

Section 901.4.7 Pump and riser room size. Approved fire pump rooms and/or automatic sprinkler system riser rooms shall be provided in all new buildings protected by an automatic sprinkler system. Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of

permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exception: Group R-3 Occupancies.

SECTION 901.4.7.2 "MARKING ON ACCESS DOORS" IS AMENDED AS FOLLOWS:

Section 901.4.7.2 Marking on access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 4 inches (101.6 mm) with a minimum stroke of 1/2 inch (12.7 mm).

SECTION 901.4.7.4 "LIGHTING" IS AMENDED AS FOLLOWS:

901.4.7.4 Lighting. Permanently installed artificial illumination and emergency illumination shall be provided in the automatic sprinkler system riser rooms and fire pump fire control rooms.

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

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21. For the provisions of this section, portions of buildings separated by fire walls shall not be considered separate buildings.

Exception: Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for any of the following:

1. The parking or storage of private or recreational vehicles.
2. Non-combustible storage.
3. Fuel islands.

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

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies
4. The fire area contains a multi-theater complex

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

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout

stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2);
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. *The structure exceeds 3,599 square feet (334.36 m^2).*

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

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m^2).

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

Section 9.3.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.2.1 "GROUP B" IS ADDED AS FOLLOWS:

Section 903.2.2.1 Group B. An automatic sprinkler system shall be provided throughout stories containing Group B occupancies and throughout all stories from the Group B occupancy to and including the levels of exit discharge serving that occupancy where the fire area exceeds 3,599 square feet (334.36 m^2).

SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

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

1. Throughout all Group E fire areas greater than 3,599 square feet (334.36 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. *In rooms or areas with special hazards such as laboratories, vocational shops and other such area where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.*
5. *Throughout any Group E structure greater than 3,599 square feet (334.36 m²) in area.*
6. *For public school state funded construction projects see Section 903.2.19.*
7. *For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.*

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

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

1. A Group F-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.4.4 "GROUP F-2" is ADDED AS FOLLOWS:

Section 903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy where the following condition exists:

1. A Group F-2 fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

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

1. A Group M fire area exceeds 3,599 square feet (334.36 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. [SMF] *The structure exceeds 3,599 square feet (334.36 m²).*

SECTION 903.2.7.2 "GROUP M UPHOLSTERED FURNITURE OR MATTRESSES" IS AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M upholstered furniture or mattresses: An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.8.1.1 "GROUP R-3 MANUFACTURED HOUSING" IS ADDED AS FOLLOWS:

Section 903.2.8.1.1 Group R-3 manufactured housing. An automatic sprinkler system in accordance with Title 25 of the California Code of Regulations, shall be installed in new or used one and two-family manufactured homes, mobile homes, and multi-unit manufactured housing with two dwelling units where a fire sprinkler system would normally be required in any residential unit that could be built on the same site.

SECTION 903.2.8.3 "GROUP R-4, CONDITION 2" IS AMENDED AS FOLLOWS:

Section 903.2.8.3 Group R-4. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided in Group R-4 occupancies.

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

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

1. A Group S-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

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

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

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

Section 903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 3,599 square feet (334.36 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 3,599 square feet (334.36 m²).

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

Section 903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10.3 "GROUP S-2" IS ADDED AS FOLLOWS:

Section 903.2.10.3 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where the following condition exists:

1. A Group S-2 fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.18.1 "GROUP U PRIVATE GARAGES AND CARPORTS" IS ADDED AS FOLLOWS:

Section 903.2.18.1 Group U private garages and carports. Carports and garages within 6-feet of a Group R occupancy equipped with automatic fire sprinklers, shall be protected by fire sprinklers in accordance with NFPA 13D or NFPA 13, as applicable.

SECTION 903.3.1.2 "NFPA 13R SPRINKLER SYSTEMS" IS DELETED

SECTION 903.3.1.2.1 "BALCONIES AND DECK" IS DELETED**SECTION 903.3.1.2.2 "CORRIDORS AND BALCONIES IN THE MEANS OF EGRESS" IS DELETED****SECTION 903.3.1.2.3 "ATTICS" IS DELETED****SECTION 903.3.8.4 "SUPERVISION" IS AMENDED AS FOLLOWS:**

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

SECTION 903.3.9 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

903.3.9 Floor control valves. Floor control valves and waterflow detection assemblies shall be installed at each floor in multi-story buildings, at an approved location.

Exception: Group R-3 and R-3.1 occupancies floor control valves and waterflow detection assemblies shall not be required.

SECTION 903.4.2 "ALARMS" IS AMENDED AS FOLLOWS:

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

SECTION 903.4.3 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

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

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

Section 903.6 Where required in existing buildings and structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 and as follows:

1. When there is a change in occupancy classification that results in an increased life safety or fire risk as determined by the fire code official and the structure exceeds 3,599 square feet ($334.36 m^2$), an automatic fire sprinkler system shall be installed throughout the building.
2. In existing buildings and structures exceeding 3,599 square feet ($334.36 m^2$),

where the floor area of the building or structure is increased.

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 square feet (46.45 m²).

3. In existing buildings and structures less than 3,600 square feet (334.45 m²), where the floor area of the building or structure is increased to exceed 3,599 square feet (334.36 m²).

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 square feet (46.45 m²).

SECTION 903.6.1 "MONITORING" IS ADDED AS FOLLOWS:

Section 903.6.1 Monitoring. When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler systems shall be monitored by an approved supervising station.

SECTION 1028.5.1 "EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

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

SECTION 1201.1 "SCOPE" IS AMENDED AS FOLLOWS:

Section 1201.1 Scope. The provisions of this chapter shall apply to the installation, operation, maintenance, repair, retrofitting, testing, commissioning, and decommissioning of energy systems used for generating or storing energy including but not limited to energy storage systems under the exclusive control of an electric utility or lawfully designated agency. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency. Energy storage systems regulated by section 1207 shall comply with this chapter as appropriate and NFPA 855.

SECTION 3313.1 "WHEN REQUIRED" IS AMENDED AS FOLLOWS:

Section 3313.1 When required. A permanent approved water supply for fire protection shall be made available as soon as combustible building materials arrive on the site, on commencement of foundation, on commencement of vertical construction and on installation of a standpipe system in buildings under construction.

Exception: The fire code official is authorized to reduce the fire flow requirements in rural areas or small communities where the development of full fire flow requirements is impractical

SECTION 3313.2 “COMBUSTIBLE BUILDING MATERIALS” IS DELETED

SECTION 3313.3 “VERTICAL CONSTRUCTION OF TYPES III, IV, AND V CONSTRUCTION” IS DELETED.

SECTION 3313.3.1 “FIRE SEPARATION UP TO 30 FEET” IS DELETED.

SECTION 3313.3.2 “FIRE SEPARATION OF 30 FEET UP TO 60 FEET” IS DELETED.

SECTION 3313.3.3 “FIRE SEPARATION OF 60 FEET OR GREATER” IS DELETED.

SECTION 3313.4 “VERTICAL CONSTRUCTION, TYPE I AND II CONSTRUCTION” IS DELETED.

SECTION 3313.5 “STANDPIPE SUPPPY” IS DELETED.

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

Section 5003.9.1.2 Emergency response support information. Ready access to floor plans, safety data sheets (SDS), Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statement (HMIS), shall be provided, as determined by the fire code official

Chapter 80 “REFERENCED STANDARDS” HAS AMENDED NFPA 24 AS FOLLOWS:

NFPA 24-22: Standard for Installation of Private Fire Service Mains and Their Appurtenances, as amended*

Chapter 80 "REFERENCED STANDARDS" HAS ADDED NFPA 855 AS FOLLOWS:

NFPA 855-23: Standard for the Installation of Stationary Energy Storage Systems.

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

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

FIRE FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE- FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler system	1000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2) at the required flow rate
0-3,600	Section 903.3.1.3 of the CFC or Section 313.3 of the CRC	1000	1
3,601 and greater	Section 903.3.1.3 of the CFC or Section 313.3 of the CRC	$\frac{1}{2}$ -value in Table B105.1 (2) ^a	1

For SI: 1 square foot= 0.0929 m², 1 gallon per minute= 3.785 L/m.

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

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

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

Exceptions:

- A. Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
1. California State Parks buildings of an accessory nature (restrooms).
 2. Safety roadside rest areas, (SRRA), public restrooms.
 3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
 4. Sand/salt storage buildings, storage of sand and salt.

- B. Group U occupancies accessory to a one or two-family dwelling.

APPENDIX B, TABLE NO. B105.2, "REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES" IS AMENDED AS FOLLOWS:

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

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2)
Section 903.3.1.1 of the California Fire Code	50% of the Value in Table B105.1 (2) ^a	Duration in Table B105.1 (2) at the reduced flow rate

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

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

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

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS^{a,b,d} (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE-(Ft.)
1750 or less	1	300	150
1751-2250	2	300	150
2251-2750	3	300	150
2751-3250	3	300	150
3251-4000	4	300	150
4001-5000	5	300	150
5001-5500	6	300	150
5501-6000	6	250	150
6001-7000	7	250	150
7001 or more	8 or more	200	120

For SI: 1 foot= 304.8 mm, 1 gallon per minute= 3.785 L/m.

- a. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes or street width is in excess of 88 feet (26.82m), hydrant spacing shall average 300 feet on each side of the street and be arranged on an alternating basis.
- b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet (305m) to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- c. One hydrant for each 1,000 gallons per minute or fraction thereof.
- d. Average spacing between fire hydrants may be extended to 500 feet (152.4m) on streets serving one and two-family dwellings.
- e. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

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

Section C104.2 Single outlet fire hydrants. Where required by the fire code official, existing single outlet 2 ½ inch fire hydrants shall be changed to an approved steamer fire hydrant, when the following conditions occur:

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

SECTION C104.3 "RIGHT OF WAY IMPROVEMENTS" IS ADDED AS FOLLOWS:

Section C104.3 Right of way improvements. Existing fire hydrants affected by right of way improvements shall be moved to an approved location.

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

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

17.04.060 Repeal of Conflicting Ordinances.

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

Section 2. FINDINGS. In connection with the amendments enacted by Section 1 relating to the California Fire Code and its appendices, 2022 edition, the City Council of the City of Rancho Cordova makes the following findings pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5. The changes are reasonably necessary because of local climatic, topographical, or geological conditions.

The City Council of the City of Rancho Cordova hereby adopts, pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code, 2022 edition, have been recognized by the City of Rancho Cordova to address the fire problems, concerns, and future direction by which the City can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2021 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations, and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical, and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

LOCAL CONDITIONS

- A. This amendment is justified on the basis of a local climatic condition. The City of Rancho Cordova, located within Sacramento County and within the jurisdiction of the Sacramento Metropolitan Fire District, is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. **Precipitation and relative humidity**

a. Conditions

Monthly precipitation ranges from .05 to 2.87 inches with an average of approximately 17.2 inches per year. The majority of this precipitation falls during the months of November through April. There is a dry period of at least six (6) months each year, May through October. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-nine (29) to thirty-eight (38) percent during spring, summer, fall, and from fifty-seven (57) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

The Sacramento area has had several consecutive years of drought conditions thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten sq. feet of this

type of fuel is equivalent to the explosive force of one gallon of gasoline.

Low-level fog (Tule Fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways.

2. **Temperature**

a. Condition

Temperatures have been recorded as high as 115° F throughout the Sacramento region. Average summer highs are in the 86° F range, with average maximums of 108° F (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/cliilcd.pl?ca23232>)).

b. Impact

The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snow pack which causes flooding in the low-lying valley areas of Sacramento County.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. **Winds**

a. Condition

Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one

time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to seventy-four (74) mph have been registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions. (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment. Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

- B. This amendment is justified on the basis of a local geologic condition. Sacramento County is subject to seismicity as it is located within seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

Sacramento County is bisected by major transportation corridors including Interstate 80 and U.S. 50 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts' resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

- C. This amendment is justified on the basis of a local topographic condition. Sacramento County is subject to increased vegetation, varied surface features, hazardous building operations, increased landscaping and terrain risk factors.

1. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

2. Surface features

The Districts are bisected by Sacramento RT Light Rail running east/west and the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District.

Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a train is traveling on the railroad track at the time of a fire or other emergency.

3. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities such as Kinder Morgan, U.S. Cold Storage, Ampaq, and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low-lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.

2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

2022 California Fire Code

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
105.5.5	Carnivals and fairs		X			Administrative
107.7	Cost Recovery Fees			X		Administrative
109.3.1	Electronic Filing			X		Administrative
111.1	Board of Appeals Established		X			Administrative
112.4	Violation Penalties		X			Administrative
112.4.2	Citations			X		Administrative
112.4.3	California Bail Schedule			X		Administrative
113.4	Failure to comply		X			Administrative
202	General Definitions		X	X		Administrative
503.1.2.1	Remoteness			X		B, C2
503.6.1	Electrified security fences			X		Administrative
505.1	Address identification		X			A1
505.1.1	Illumination			X		A1
507.1.1	Connection			X		A2, A3, C1
507.5.1	Where required		X			A2, A3, C1
507.5.1.1	Hydrant for standpipe systems		X			A2, A3, C1
510.4.1.1	Minimum signal strength into the buildings		X			C3
510.4.1.2	Minimum signal strength out of the building		X			C3
901.4.7	Pump and riser room size		X			A1, A2
901.4.7.2	Marking on access doors		X			A1
901.4.7.4	Lighting		X			A3, B

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
903.2	Where required		X			A2, A3, B, C1, C2, C3
903.2.1.1	Group A-1		X			A2, A3, B, C1, C2, C3
903.2.1.2	Group A-2		X			A2, A3, B, C1, C2, C3
903.2.1.3	Group A-3		X			A2, A3, B, C1, C2, C3
903.2.1.4	Group A-4		X			A2, A3, B, C1, C2, C3
903.2.2.1	Group B			X		A2, A3, B, C1, C2, C3
903.2.3	Group E		X			A2, A3, B, C1, C2, C3
903.2.4	Group F-1		X			A2, A3, B, C1, C2, C3
903.2.4.4	Group F-2			X		A2, A3, B, C1, C2, C3
903.2.7	Group M		X			A2, A3, B, C1, C2, C3
903.2.7.2	Group M Upholstered Furniture or Mattresses		X			A2, A3, B, C1, C2, C3
903.2.8.1.1	Group R-3 manufactured housing			X		A2, A3, B, C1, C2, C3
903.2.8.3	Group R-4, Condition 2		X			A2, A3, B, C1, C2, C3
903.2.9	Group S-1		X			A2, A3, B, C1, C2, C3
903.2.9.1	Repair garages		X			A2, A3, B, C1, C2, C3
903.2.10	Group S-2 parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.1	Commercial parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.3	Group S-2			X		A2, A3, B, C1, C2, C3
903.2.18.1	Group U private garages and carports accessory to Group R-3 occupancies		X			A2, A3, B, C1, C2, C3
903.3.1.2	NFPA 13R sprinkler systems				X	A2, A3, B, C1, C2, C3
903.3.1.2.1	Balconies and decks				X	A2, A3, B, C1, C2, C3
903.3.1.2.2	Corridors and balconies in the means of egress				X	A2, A3, B, C1, C2, C3
903.3.1.2.3	Attics				X	A2, A3, B, C1, C2, C3
903.3.8.4	Supervision		X			B, C2, C3
903.3.9	Floor control valves		X			B, C2, C3
903.4.2	Alarms		X			A1, B, C2, C3
903.4.3	Floor control valves		X			B, C2, C3
903.6	Where required in existing buildings and structures		X			A1, A3, C1, C2, C3
903.6.1	Monitoring			X		B, C2, C3
1028.5.1	Exit discharge surface			X		A1

Section	Title	Adopted form CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
1201.1	Scope		X			A1, A3, B, C1, C2, C3
3313.1	When required		X			A2, A3, B, C1, C2, C3
3313.2	Combustible building materials				X	A2, A3, B, C1, C2, C3
3313.3	Vertical construction of Types II, IV, and V construction				X	A2, A3, B, C1, C2, C3
3313.3.1	Fire separations up to 30 feet				X	A2, A3, B, C1, C2, C3
3313.3.2	Fire separations of 30 feet up to 60 feet				X	A2, A3, B, C1, C2, C3
3313.3.3	Fire separations of 60 feet or greater				X	A2, A3, B, C1, C2, C3
3313.4	Vertical construction, Type I and II construction				X	A2, A3, B, C1, C2, C3
3313.5	Standpipe supply				X	A2, A3, B, C1, C2, C3
3312.2 – 3313.5	Water supply for fire protection				X	A2, A3, B, C1, C2, C3
5003.9.1.2	Emergency response support information			X		A, B, C
Chapter 80	Reference standards, NFPA 24		X			A, B, C
Chapter 80	Reference standards, NFPA 855			X		A, B, C
Appendix Chapter 4	Special detailed requirements based on use and occupancy	X				A2, A3, B, C1, C2, C3
Appendix B	Fire-Flow Requirements for Buildings	X				A2, A3, B, C1, C2, C3
Appendix B, Table B105.1(1)	Required fire flow for one and two- family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B B105.2	Buildings other than one and two- family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix BB	Required fire flow requirements for building	X				A2, A3, B, C1, C2, C3
Appendix C, Table C102.1	Required number and spacing of fire hydrants		X			A2, A3, B, C1, C2, C3
Appendix C	Fire hydrant locations and distribution	X				A2, A3, B, C1, C2, C3
Appendix C, Section C104.2	Single outlet fire hydrants			X		A2, A3, B, C1, C2, C3
Appendix C, Section 104.3	Right of way improvements			X		A2, A3, B, C1, C2, C3
Appendix C, Section C106.1	Hydrant type			X		A2, A3, B, C1, C2, C3
Appendix CC	Fire hydrant location and distribution	X				A2, A3, B, C1, C2, C3

ITEM 17.1.**ATTACHMENT 15**

Section	Title	Adopted from CFC	Amended from CFC	Added from CFC	Deleted from CFC	Justification
Appendix H	Hazardous materials management plans and hazardous materials inventory statements	X				A2, A3, B, C1, C2, C3
Appendix O	Temporary haunted houses, ghost walks and similar amusement uses	X				A2, A3, B, C1, C2, C3

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 17.2.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Kim Juran, Administrative Services Director
SUBJECT: **AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING SECTION 5.50 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE RELATING TO THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

RECOMMENDATION

Waive first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Section(s) 5.50.104 and 5.50.112 of the City of Rancho Cordova Municipal Code will be amended.

BACKGROUND

The Sacramento Metropolitan Cable Television Commission (Commission) is a joint powers agency (JPA) formed by Sacramento County and cities within the County, including Sacramento, Elk Grove, Folsom, Citrus Heights, Rancho Cordova, Galt; with the exception of Isleton. The Commission is responsible for administering state-issued cable/video franchises, assisting customers with cable complaints and issues, operating the local government channel Metro Cable 14, collecting franchise and public, education, and government (PEG) channel facilities fees, and providing support for the licensees that operate the Commission's other six PEG channels. The JPA Agreement of Formation that created the Commission was adopted and amended by Sacramento County Ordinance and Ordinances of each of the member cities, and is part of the Sacramento County and Cities Codes (JPA Agreement). The JPA Agreement is codified in Section 5.50.112 of the City of Rancho Cordova Municipal Code.

The Commission and JPA Agreement are currently set to sunset on December 31, 2024. On September 3, 2020, the Commission's Board of Directors expressed interest in proposing an extension of the Commission for consideration by the member agencies, citing the fact that the JPA is an efficient way to administer cable franchise issues for the Commission's seven member agencies and that there is no need to change the model at this time. On September 2, 2021, the Commission's Board of Directors reviewed proposed draft amendments to the JPA Agreement and directed staff to reach out to the management team for each member agency to receive feedback. Between September and December 2021, Commission staff met with the management team at each member agency. During those discussions, staff at each member

agency expressed satisfaction with the Commission's operation and support for the proposed amendments. On December 2, 2021, the Board of Directors received this input, approved the proposed amendments to the JPA Agreement, and adopted a resolution recommending approval by the member agencies of the revised JPA agreement.

Adoption of the attached Ordinance will allow for the JPA to be amended to extend the Commission and update other portions of the JPA Agreement to reflect current practices. Below is a summary of the proposed amendments:

Term (5.50.112(9)): Most importantly, the December 31, 2024 expiration date is removed. The proposed Amendment provides that the Commission would remain in existence indefinitely, unless there is a two-thirds vote of the member agencies to terminate it. In addition, a withdrawal provision is included that provides that an individual member agency may withdraw from the Commission with at least one year's prior written notice. Such withdrawal requires that the member agency to accept liability for its share of the Commission's liabilities in the same proportion as the most recent distributions to the member agencies made pursuant to the JPA Agreement.

Board of Directors (5.50.104): Currently, there are twelve members of the Commission's Board of Directors. The JPA Agreement entitles the County of Sacramento to five seats on the Commission Board; the City of Sacramento to three seats on the Board; each city with a population of over 80,000 to one seat on the Board; and all cities with a population of less than 80,000 share one seat. Given that the recently released California Department of Finance's January 2022 population estimates show that the City of Rancho Cordova has surpassed the 80,000 population threshold, there will be thirteen Board of Directors members, as Galt will then have its own seat, since it will be the only City remaining with a population smaller than 80,000. Given this, the proposed amendments to the JPA Agreement also provide that the Board of Directors shall consist of the above described Board members (currently thirteen members), and clarify that the population is determined by the figures provided by the California Department of Finance each year. The City of Sacramento would get an additional Board member if the City of Galt's population reaches 80,000, but that is not expected to occur in the near or distant future, as its population as of January 1, 2021 was at 26,116.

Officers (5.50.112(2)): The current Agreement assumes that Sacramento County will provide Clerk services to the JPA. Clerk services are presently provided by Commission staff with support from the County's Clerk of the Board. The proposed Amendment matches current practice and provides the Commission Board with maximum flexibility to determine how to provide Clerk services.

Payments (5.50.112(6)): The current Agreement details how and when the revenue distributions to the member agencies are calculated and distributed. This proposed Amendment reflects the current practice of the Commission, and updates the timeline on which the Commission pays revenue distributions to the member agencies to be a date which is earlier than the current Agreement provides. The current Agreement also requires an auditor's statement with each distribution; such a statement has not historically been provided (though the distributions are audited by the Commission's Auditor as part of the bi-annual audit), and the proposed Amendment accordingly removes this requirement to reflect current practices.

General Clean-Up: The balance of the proposed amendments conform other sections of the JPA Agreement to the above edits or propose general clean-up to reflect current law and/or

practice. As an example, the law now requires the Commission's member agencies to be responsible for the JPA's retirement costs. This has been added for clarity.

FISCAL IMPACT AND FUNDING SOURCE

Approval of this item would extend the Commission and allow for the City of Rancho Cordova's continued participation in the JPA. The Commission collects franchise fees from cable operators based on five percent of their gross revenues; pays for the operation of the Commission and the government channel Metro Cable 14; provides funding for the licensees that operate the Commission's other six PEG Channels; and distributes the remaining franchise fees to the member agencies each year. The revenue distribution to the City in Fiscal Year 2021-22 was \$570,000.

The Commission also collects a PEG Channel Facilities Fee from cable operators based on one percent of their gross revenues. PEG Fee grants are awarded each year to member agencies and channel licensees to pay for facilities and equipment including Board/Council chambers improvements, control room equipment, cameras, monitors and related audio/video equipment.

ATTACHMENT(S)

1. Ordinance - Strikethrough Version
2. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING SECTION[S] 5.50
RELATING TO THE SACRAMENTO METROPOLITAN CABLE TELEVISION
COMMISSION

5.50.104 Board of Directors.

The powers and authority of the Sacramento Metropolitan Cable Television Commission shall be vested in a Board of Directors which shall consist of a minimum of ~~nine (9)~~ the following members.

a. Five (5) members of the Board of Directors shall be members of the Governing Body of the County.

b. One (1) member of the Board of Directors shall be a member of the Governing Body of one of the cities within the County of Sacramento that is a member of the Commission and whose population is less than ~~at~~ n eighty thousand (80,000) people. The member shall be appointed by and serve at the pleasure of the Governing Bodies of the appointing cities. All member cities whose populations are each less than eighty thousand (80,000) shall be represented by this member of the Board of Directors.

c. So long as a city with a population less than eighty thousand is a member of the Commission, three (3) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

In the event that no city with a population less than eighty thousand (80,000) people is a member of the Commission, four (4) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

d. One (1) member of the Board of Directors for each city, other than the City of Sacramento, that is a member of the Commission and whose population is equal to or greater than eighty thousand (80,000) people. Each member of the Board of Directors who represents such a member city shall be a member of the Governing Board of that city and shall be appointed by, and serve at the pleasure of, the Governing Board of that City.

e. Each member of the Board of Directors shall be authorized to appoint a personal representative to attend meetings of the Board in the absence of the member, and, during such meetings, vote and exercise all other powers of the member. Such an appointment shall be effective when the member files with the Clerk of the Board of Directors a written notice executed by the member which identifies by name and residential address the personal representative who has been appointed. Personal

representatives shall serve at the pleasure of the members who appoint them, and such appointments may be revoked by the filing of written notice of revocation with the Clerk of the Board of Directors signed by the member and reciting revocation of the appointment of a designated representative. In the event of removal from the Board of Directors of a member who serves at the pleasure of a Governing Body, such removal shall automatically effect removal of any personal representative which that member has appointed.

f. For purposes of this section, a city's population shall be as ~~certified or reported~~ estimated by the ~~Sacramento Area Council of Governments ("SACOG")~~ California Department of Finance ~~by as of June~~ January 1 of each year for the preceding year. Modifications to Board membership based on population changes shall be made on July 1, or as soon thereafter is feasible, following the ~~June~~ January 1 ~~on which such population change was certified by SACOG~~ estimates provided by the Department of Finance."

5.50.112 Amended and Restated Agreement of Formation.

The Sacramento Metropolitan Cable Television Commission ~~shall be deemed to be created upon execution by each member thereof of an agreement of formation was previously created by the County and Cities.~~ Enactment of this chapter and amendments thereto constitutes approval by the Governing Bodies of the County and Cities of the terms of the amended and restated agreement of formation.

~~The Chairperson of the Governing Body of the County and Mayor of the Municipality of Sacramento shall execute the following agreement of formation on the date of selection of the Franchisee for the Initial CATV Franchise pursuant to the provisions of Section 5.50.210 in Sub Chapter 3. The Mayors of any of the Municipalities of Folsom, Isleton or Galt which have enacted this chapter, shall execute the agreement of formation thirty one (31) calendar days following the date of selection of the Franchisee for the Initial CATV Franchise pursuant to the provisions of Section 5.50.210 in Sub Chapter 3, unless the Governing Body of that Municipality has adopted a resolution making the selection inapplicable to that Municipality pursuant to the provisions of Section 5.50.212 in Sub Chapter 3.~~

Amended and Restated Agreement of Formation Sacramento Metropolitan Cable Television Commission

THIS AMENDED AND RESTATED AGREEMENT is made and entered into pursuant to the provisions of Section 6500 et seq. of the Government Code of the State of California by and between the County of Sacramento, herein referred to as "County"; and the City of Sacramento and ~~municipalities~~ cities of Citrus Heights, Elk Grove, Folsom, Isleton and Galt, and Rancho Cordova, herein referred to as "Cities"; who do hereby mutually agree as follows:

1. Establishment. There is hereby created an organization known and denominated as the Sacramento Metropolitan Cable Television Commission, which shall be a public entity, separate and apart from the County and Cities. The Sacramento Metropolitan Cable Television Commission (hereinafter referred to as "Commission") shall be governed by the terms of this Agreement, the terms of an ordinance enacted by each agency which enters into this Agreement which is entitled "Cable Television Ordinance", and is hereinafter referred to as the "Ordinance", and by such rules as are duly passed and adopted by the Board of Directors of the Commission.

~~Notwithstanding the provisions of the introductory paragraph of this Agreement, it is specifically contemplated that each of the Municipalities of Folsom, Isleton and Galt may or may not execute this Agreement and participate in the formation of and become members of the Commission. Therefore, the Commission shall be formed by, as members, the County, the Municipality of Sacramento, and so many of the other Municipalities as approve and execute this Agreement. If neither Folsom, Isleton nor Galt approve and execute this Agreement, the Agreement shall be deemed to have been entered into and the Commission formed by, as members, the County and Municipality of Sacramento.~~

2. Board of Directors. The Commission shall be governed by and the powers of the Commission vested in a Board of Directors. The number of members of the Board of Directors, composition thereof, and tenure of Directors shall be prescribed by Sub-Chapter 2 of the Ordinance.

a. Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year.

b. A majority of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business.

c. No action taken by the Board of Directors shall be effective except by duly adopted motion receiving the votes of a majority of the Directors of the Board.

d. The Board of Directors shall annually elect its Chairperson and Vice-Chairperson.

e. The Clerk of the Board of Supervisors of the County or other person retained by the Board shall serve as ~~Secretary~~Clerk to the Board of Directors, shall be responsible for recordation of the official actions by the Board, and shall be the official custodian of all records of the Board of Directors.

The County may determine reasonable charges to be made against the Commission for the services of the Clerk and the Commission shall pay such charges.

3. Powers. The Board of Directors of the Commission shall be vested with the following powers:

a. To employ or retain in the name of the Commission an Executive Director and such other personnel as the Board of Directors deems appropriate. The Executive Director shall be appointed by and serve at the pleasure of the Board of Directors;

b. To make and enter into contracts in the name of the Commission as authorized by or in order to carry out the objects or purposes of this Agreement or the Ordinance, including, but not limited to, contracts with the County providing for provision

by County personnel of services for the Commission and reimbursement of the County by the Commission of the costs thereof;

c. To acquire in the name of the Commission, take title to, hold and dispose of real and personal property;

d. To incur in the name of the Commission debts, liabilities and obligations, which shall not constitute debts, obligations or liabilities of any of the member agencies;

e. To accept in the name of the Commission grants, gifts and donations in the public interest to carry out the purposes and functions of the Commission;

f. To establish and provide for the payment of reasonable compensation to its members or their personal representatives for performance of the duties of office; and

g. To exercise such other powers as are expressly conferred by the provisions of this Agreement or the Ordinance.

The Board of Directors shall also be authorized to sue in the name of the Commission. The Commission shall be subject to suit in its name.

4. Limitations. Pursuant to the provisions of Government Code section 6509, "the powers of the Commission are subject to the restrictions upon the manner of exercising such powers of one of the designated member agencies." For such purposes, the ~~Municipality~~City of Sacramento is hereby designated.

5. Budget. Prior to July 1st of each fiscal year, the Board of Directors shall adopt a preliminary budget. Prior to September 1st of each fiscal year, said Board shall adopt a final budget.

6. Payments. Not later than the first day of ~~October~~August of each year during the term of this Agreement, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs ~~to be~~ of operations incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year ~~commencing on the preceding first day of August for the preceding fiscal year~~ ending on the prior June 30; and (ii) the revenues from franchise fees actually received by the Commission for the same fiscal year. ~~Notwithstanding the foregoing, the Commission shall distribute to said County and Cities not later than the first day of each October not less than twenty (20) percent of the revenue from such franchise fees. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.~~

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of ~~the Sacramento Community County, excluding the City of Isleton~~, as disclosed by the most recent Federal Decennial Census ~~for 1980 during the period ending June 30, 1991, the Federal Decennial Census for 1990 during the Federal Decennial Census for 2000 during any period succeeding June 30, 2001 and as updated by the California Department of Finance January 1st of each calendar year.~~

~~Each distribution shall be accompanied by a statement by the Auditor of the Commission stating the amounts of all franchise fees received by the Commission for the distribution period, the dates of receipt, the amount of revenue required to finance~~

~~the Commission Budget, and the population ratios upon which apportionment of the distribution is being made.~~

7. Treasurer. The Treasurer of the County shall be the depository of funds of the Commission, and said Treasurer shall be the ex officio Treasurer of the Commission.

The Treasurer shall receive and have custody of and disburse Commission funds on the warrant of the Auditor and shall make disbursements authorized by this Agreement. The Treasurer shall invest Commission funds in accordance with the general law. All interest collected on Commission funds shall be accounted for and posted to the account of said funds.

The County may determine reasonable charges to be made against the Commission for the Services of the Treasurer, and the Commission shall pay such charges.

8. Auditing. The Auditor of the County shall be the ex officio Auditor of the Commission, and shall draw warrants against the funds of the Commission when the demands are approved by the Executive Director or his designee. At the close of each fiscal year, as provided in Government Code section 6505, the Directors may contract with a public accountant or certified public accountant to make an audit of the accounts and report of the Commission.

The Auditor shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies.

The County may determine reasonable charges to be made against the Commission for the services of the Auditor, and the Commission shall pay such charges.

9. Term. Except as hereinafter provided, this Agreement shall terminate and the Commission shall be deemed dissolved ~~on December 31, 2024~~ upon a two-thirds vote of the member agencies. ~~The Commission shall review the status of the franchise and the status of state and federal law related to cable franchises no later than June 30, 2010, and shall make a recommendation to the member agencies on whether the Commission shall be dissolved prior to December 31, 2024. Nothing in this section shall preclude the Commission from making a recommendation regarding the continuation or early dissolution of the Commission either prior to or after June 2010.~~ Notwithstanding the foregoing, a member agency may withdraw from the Commission with at least one year's prior written notice. Upon withdrawal, the member agency shall be liable for its proportional share of Commission liabilities, including any retirement benefits obligations, in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above. Such member agency shall not receive or have any right to any share of Commission assets.

10. Disposition of Assets. Upon dissolution of the Commission, its remaining assets, after satisfying all liabilities, including any retirement benefits obligations, shall be distributed to member agencies in the same proportion as distributions to member

agencies have most recently been made pursuant to the provisions of Paragraph 6, above unless the member agencies agree to a different distribution. Any real property owned by the Commission shall, in advance of dissolution, be conveyed by the Board of Directors to member agencies as tenants in common with proportional interests equal to the proportion of distributions most recently made pursuant to the provisions of said Paragraph 6 unless the member agencies agree to a different distribution.

11. Debts. Except to the extent provided by law, The debts, liabilities and obligations of the Commission shall not constitute any debts, liabilities or obligations either jointly or severally of the County ~~of Sacramento, City of Sacramento or municipalities of Folsom, Isleton or Galt~~ or any city.

12. Amendment. This Agreement may be amended by written contract approved by and executed in behalf of the Governing Bodies of each member agency. No Franchisee or other person or entity shall be deemed to either expressly or impliedly be a party to this Agreement, a third party beneficiary thereof, or to have any interest which precludes amendment of the terms of this Agreement in any manner in which the Governing Bodies of the member agencies, in their discretion, may mutually agree.

13. Approval of this item would extend the Commission and allow for the City of Rancho Cordova's continued participation in the JPA. The Commission collects franchise fees from cable operators based on five percent of their gross revenues; pays for the operation of the Commission and the government channel Metro Cable 14; provides funding for the licensees that operate the Commission's other six PEG Channels; and distributes the remaining franchise fees to the member agencies each year. The revenue distribution to the City in Fiscal Year 2021-22 was \$570,000.

14.

15. The Commission also collects a PEG Channel Facilities Fee from cable operators based on one percent of their gross revenues. PEG Fee grants are awarded each year to member agencies and channel licensees to pay for facilities and equipment including Board/Council chambers improvements, control room equipment, cameras, monitors and related audio/video equipment.

ITEM 17.2.

ATTACHMENT 1
STRIKETHROUGH

On a motion by Councilmember _____, seconded by Councilmember _____, the foregoing ordinance was passed and adopted by the City Council of the City of [*City name*], State of California, this ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:
(PER POLITICAL REFORM ACT (§ 18702.5.))

Mayor, City of [*City name*]

(SEAL)

ATTEST:

City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING PORTIONS OF CHAPTER 5.50, "CABLE
TELEVISION ORDINANCE"**

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

Section 1. Purpose and Declarations.

WHEREAS, the Sacramento Metropolitan Cable Television Commission (the "Commission") was created pursuant to the Agreement of Formation set forth in Sacramento County Code Chapter 5.50, Section 5.50.112, "Agreement of Formation"; and

WHEREAS, on September 20, 2003 upon incorporation, the City of Rancho Cordova adopted by reference certain provisions of the Sacramento County Code, including Chapter 5.50, "Cable Television Ordinance" and Section 5.50.112, and became a member of the Commission; and

WHEREAS, on October 1, 2007, the Commission amended Section 5.50.112, "Agreement of Formation," Subsection 9, "Term" which deemed to dissolve the Commission on December 31, 2024; and

WHEREAS, this Ordinance will amend Section 5.50.104 to reflect that the Board of Directors shall consist of thirteen members, with the City of Rancho Cordova holding two board seats based on its January 2022 population surpassing 80,000; and

WHEREAS, this Ordinance will amend Section 5.50.112 to reflect the Commission's proposed amendments to the Agreement of Formation which removes the December 31, 2024 expiration date and provides that the Commission would remain in existence indefinitely, unless there is a two-thirds vote of member agencies to terminate; and

WHEREAS, this Ordinance will amend Section 5.50.112(2) to reflect that Clerk services shall be provided by Commission staff with support from the County's Clerk of the Board; and

WHEREAS, this Ordinance will amend Section 5.50.112(6) to update the timeline on which the Commission pays revenue distributions to the member agencies to be a date which is earlier than the current Agreement provides; and

WHEREAS, this Ordinance will amend Section 5.50.112 to conform other sections of the JPA Agreement to the above changes and current practice of the JPA; and

WHEREAS, the City Council finds that the Commission's proposed amendment to increase the number of seats on the Board of Directors is warranted in light of the City's recent population figures from the State of California Department of Finance; and

WHEREAS, the City Council finds that the Commission's proposed amendments to extend the termination date of the Commission and reflect other changes in Agreement of

Formation in accordance with Commission practice and current law is warranted to ensure that the Commission continues to provide services to member agencies.

Section 2. Title 5, Chapter 5.50, Section 5.50.104 “Board of Directors” is amended as follows:

The powers and authority of the Sacramento Metropolitan Cable Television Commission shall be vested in a Board of Directors which shall consist of a minimum of the following members.

a. Five (5) members of the Board of Directors shall be members of the Governing Body of the County.

b. One (1) member of the Board of Directors shall be a member of the Governing Body of one of the cities within the County of Sacramento that is a member of the Commission and whose population is less than eighty thousand (80,000) people. The member shall be appointed by and serve at the pleasure of the Governing Bodies of the appointing cities. All member cities whose populations are each less than eighty thousand (80,000) shall be represented by this member of the Board of Directors.

c. So long as a city with a population less than eighty thousand is a member of the Commission, three (3) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

In the event that no city with a population less than eighty thousand (80,000) people is a member of the Commission, four (4) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

d. One (1) member of the Board of Directors for each city, other than the City of Sacramento, that is a member of the Commission and whose population is equal to or greater than eighty thousand (80,000) people. Each member of the Board of Directors who represents such a member city shall be a member of the Governing Board of that city and shall be appointed by, and serve at the pleasure of, the Governing Board of that City.

e. Each member of the Board of Directors shall be authorized to appoint a personal representative to attend meetings of the Board in the absence of the member, and, during such meetings, vote and exercise all other powers of the member. Such an appointment shall be effective when the member files with the Clerk of the Board of Directors a written notice executed by the member which identifies by name and residential address the personal representative who has been appointed. Personal

representatives shall serve at the pleasure of the members who appoint them, and such appointments may be revoked by the filing of written notice of revocation with the Clerk of the Board of Directors signed by the member and reciting revocation of the appointment of a designated representative. In the event of removal from the Board of Directors of a member who serves at the pleasure of a Governing Body, such removal shall automatically effect removal of any personal representative which that member has appointed.

f. For purposes of this section, a city's population shall be as estimated by the California Department of Finance as of January 1 of each year for the preceding year. Modifications to Board membership based on population changes shall be made on July 1, or as soon thereafter is feasible, following the January 1 estimates provided by the Department of Finance.

Title 5, Chapter 5.50, Section 5.50.112 "Agreement of Formation" is amended to read as follows:

The Sacramento Metropolitan Cable Television Commission was previously created by the County and Cities. Enactment of this chapter and amendments thereto constitutes approval by the Governing Bodies of the County and Cities of the terms of the amended and restated agreement of formation.

**Amended and Restated Agreement of Formation
Sacramento Metropolitan
Cable Television Commission**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into pursuant to the provisions of Section 6500 et seq. of the Government Code of the State of California by and between the County of Sacramento, herein referred to as "County"; and the City of Sacramento and cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova, herein referred to as "Cities"; who do hereby mutually agree as follows:

1. Establishment. There is hereby created an organization known and denominated as the Sacramento Metropolitan Cable Television Commission, which shall be a public entity, separate and apart from the County and Cities. The Sacramento Metropolitan Cable Television Commission (hereinafter referred to as "Commission") shall be governed by the terms of this Agreement, the terms of an ordinance enacted by each agency which enters into this Agreement which is entitled "Cable Television Ordinance", and is hereinafter referred to as the "Ordinance", and by such rules as are duly passed and adopted by the Board of Directors of the Commission.

2. Board of Directors. The Commission shall be governed by and the powers of the Commission vested in a Board of Directors. The number of members of the Board of Directors, composition thereof, and tenure of Directors shall be prescribed by Sub-Chapter 2 of the Ordinance.

ITEM 17.1.

ATTACHMENT 2

a. Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year.

b. A majority of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business.

c. No action taken by the Board of Directors shall be effective except by duly adopted motion receiving the votes of a majority of the Directors of the Board.

d. The Board of Directors shall annually elect its Chairperson and Vice-Chairperson.

e. The Clerk of the Board of Supervisors of the County or other person retained by the Board shall serve as Clerk to the Board of Directors, shall be responsible for recordation of the official actions by the Board, and shall be the official custodian of all records of the Board of Directors.

The County may determine reasonable charges to be made against the Commission for the services of the Clerk and the Commission shall pay such charges.

3. Powers. The Board of Directors of the Commission shall be vested with the following powers:

a. To employ or retain in the name of the Commission an Executive Director and such other personnel as the Board of Directors deems appropriate. The Executive Director shall be appointed by and serve at the pleasure of the Board of Directors;

b. To make and enter into contracts in the name of the Commission as authorized by or in order to carry out the objects or purposes of this Agreement or the Ordinance, including, but not limited to, contracts with the County providing for provision by County personnel of services for the Commission and reimbursement of the County by the Commission of the costs thereof;

c. To acquire in the name of the Commission, take title to, hold and dispose of real and personal property;

d. To incur in the name of the Commission debts, liabilities and obligations, which shall not constitute debts, obligations or liabilities of any of the member agencies;

e. To accept in the name of the Commission grants, gifts and donations in the public interest to carry out the purposes and functions of the Commission;

f. To establish and provide for the payment of reasonable compensation to its members or their personal representatives for performance of the duties of office; and

g. To exercise such other powers as are expressly conferred by the provisions of this Agreement or the Ordinance.

The Board of Directors shall also be authorized to sue in the name of the Commission. The Commission shall be subject to suit in its name.

4. Limitations. Pursuant to the provisions of Government Code section 6509, "the powers of the Commission are subject to the restrictions upon the manner of exercising such powers of one of the designated member agencies." For such purposes, the City of Sacramento is hereby designated.

5. Budget. Prior to July 1st of each fiscal year, the Board of Directors shall adopt a preliminary budget. Prior to September 1st of each fiscal year, said Board shall adopt a final budget.

6. Payments. Not later than the first day of August of each year during the term of this Agreement, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs of operations incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year ending on the prior June 30; and (ii) the revenues from franchise fees actually received by the Commission for the same fiscal year. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of Sacramento County, excluding the City of Isleton, as disclosed by the most recent Federal Decennial Census and as updated by the California Department of Finance January 1st of each calendar year.

7. Treasurer. The Treasurer of the County shall be the depository of funds of the Commission, and said Treasurer shall be the ex officio Treasurer of the Commission.

The Treasurer shall receive and have custody of and disburse Commission funds on the warrant of the Auditor and shall make disbursements authorized by this Agreement. The Treasurer shall invest Commission funds in accordance with the general law. All interest collected on Commission funds shall be accounted for and posted to the account of said funds.

The County may determine reasonable charges to be made against the Commission for the Services of the Treasurer, and the Commission shall pay such charges.

8. Auditing. The Auditor of the County shall be the ex officio Auditor of the Commission, and shall draw warrants against the funds of the Commission when the demands are approved by the Executive Director or his designee. At the close of each fiscal year, as provided in Government Code section 6505, the Directors may contract with a public accountant or certified public accountant to make an audit of the accounts and report of the Commission.

The Auditor shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies.

The County may determine reasonable charges to be made against the Commission for the services of the Auditor, and the Commission shall pay such charges.

9. Term. Except as hereinafter provided, this Agreement shall terminate and the Commission shall be deemed dissolved upon a two-thirds vote of the member

agencies. Notwithstanding the foregoing, a member agency may withdraw from the Commission with at least one year's prior written notice. Upon withdrawal, the member agency shall be liable for its proportional share of Commission liabilities, including any retirement benefits obligations, in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above. Such member agency shall not receive or have any right to any share of Commission assets.

10. Disposition of Assets. Upon dissolution of the Commission, its remaining assets, after satisfying all liabilities, including any retirement benefits obligations, shall be distributed to member agencies in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above unless the member agencies agree to a different distribution. Any real property owned by the Commission shall, in advance of dissolution, be conveyed by the Board of Directors to member agencies as tenants in common with proportional interests equal to the proportion of distributions most recently made pursuant to the provisions of said Paragraph 6 unless the member agencies agree to a different distribution.

11. Debts. Except to the extent provided by law, the debts, liabilities and obligations of the Commission shall not constitute any debts, liabilities or obligations either jointly or severally of the County or any city.

Amendment. This Agreement may be amended by written contract approved by and executed in behalf of the Governing Bodies of each member agency. No Franchisee or other person or entity shall be deemed to either expressly or impliedly be a party to this Agreement, a third party beneficiary thereof, or to have any interest which precludes amendment of the terms of this Agreement in any manner in which the Governing Bodies of the member agencies, in their discretion, may mutually agree.

Section 3. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

ITEM 17.1.

ATTACHMENT 2

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 19.1.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Kim Juran, Administrative Services Director
SUBJECT: **SMART CITY RANCHO CORDOVA PRESENTATION**

RECOMMENDATION

Receive presentation from Madaffer Enterprises on the development of a Smart City roadmap for Rancho Cordova.

RESULT OF RECOMMENDED ACTION

To provide direction on Smart City initiatives that should be incorporated into the roadmap.

BACKGROUND

The City has engaged the firm of Madaffer Enterprises to develop a Smart Cities strategic roadmap for the City of Rancho Cordova. Madaffer Enterprises has worked with a number of cities throughout California to develop Smart City Strategic Plans and Roadmaps and conducted a work session with the City Council in April 2019.

The purpose of this presentation is to inform the City Council of what defines a Smart City and hear input from the council on ideas that they would like to see incorporated into this roadmap.

FISCAL IMPACT AND FUNDING SOURCE

No fiscal impact. This presentation is for informational purposes only and to provide an opportunity for council discussion and direction.

ATTACHMENT(S)

1. Smart City - Council Presentation

Building a Smart City Strategic Roadmap for the City of Rancho Cordova

October 17, 2022



Madaffer Enterprises Team

ATTACHMENT 1





Defining a “smart and connected” city

- “An innovative city that uses information and communication technologies (ICTs) and other means to improve quality of life, efficiency of urban operation and services, and competitiveness, while ensuring that it meets the needs of present and future generations with respect to economic, social and environmental aspects.”

— *International Telecommunications Union*



Defining a “smart and connected” city

- “A smart city uses information and communication technology to enhance livability, workability and sustainability.”
— *Smart Cities Council*
- “For the City of Chula Vista, being a smart city means using technology and advanced data analytics tools to grow the economy, engage the community, improve government efficiency, and enhance quality of life.”
— *City of Chula Vista Smart City Strategic Action Plan*
- “A smart city optimizes systems by using technology and data to improve service delivery and customer satisfaction while creating new opportunities for engagement and problem-solving for better shared outcomes.”
— *City of West Hollywood Smart City Strategic Plan*

Defining a “smart and connected” city

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— *Smart Cities Council*
- “For the City of Chula Vista, being a smart city means using **technology and advanced data analytics tools** to grow the economy, engage the community, improve government efficiency, and enhance quality of life.”
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— *City of West Hollywood Smart City Strategic Plan*

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— *City of Chula Vista Smart City Strategic Action Plan*
- “A smart city optimizes systems by using technology and data to improve service delivery and customer satisfaction while creating new opportunities for engagement and problem-solving for better shared outcomes.”
— *City of West Hollywood Smart City Strategic Plan*

Digital ---



Digital Equity

The outcome in which all citizens and communities have the information technology capacity needed for full participation in our society, democracy and economy, necessary for digital access to essential services, civic and cultural participation, lifelong learning, employment, entrepreneurship, and economic mobility



Digital Divide

The difference between those who have access to the Internet and connected technologies and those who don't



Digital Inclusion

The activities necessary to ensure that all citizens and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies



Citizen Engagement

The interaction between individuals, community organizations and government to create opportunities for active communication and participation in community initiatives.

Source: moHuman



Digital Equity



The outcome in which all citizens and communities have the information technology capacity needed for full participation in our society, democracy and economy, necessary for digital access to essential services, civic and cultural participation, lifelong learning, employment, entrepreneurship, and economic mobility



Source: moHuman

Digital Divide



The difference between those who have access to the Internet and connected technologies and those who don't



Source: moHuman

Digital Inclusion



The activities necessary to ensure that all citizens and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies



Source: moHuman

Citizen Engagement



The interaction between individuals, community organizations and government to create opportunities for active communication and participation in community initiatives.



Source: moHuman

The strategic roadmap model

Cities

- Chula Vista, CA
- Carlsbad, CA
- West Hollywood, CA
- Pismo Beach, CA
- Austin, TX
- Pittsburgh, PA
- Orlando, FL
- Saratoga Springs, NY
- Montréal, Québec

“If you don’t know where you’re going, you’ll never get there.”

1. What outcomes do we want to achieve?
2. What do we need to put in place to achieve it?
 - Physical infrastructure, governing policies, staffing, outreach and engagement
3. How do we prioritize in a constrained environment?
4. Who is responsible for what activities along the way?
5. How do we measure progress?

Safe City

Better
Public
Services

Saratoga Springs has approximately 12,000 homes and businesses. The population of 28,000 soars more than 250% in the summer. The Saratoga Public Safety Division is responsible for protecting residents, businesses, and visitors from crime, disorder, fire, hazards, and natural disasters. In today's rapidly changing world, it is increasingly important that the infrastructure and technology needed to support public safety initiatives are in place to support day-to-day functions.

Goals

- Ensure crime rates remain low
- Continue to make Saratoga Springs a safe environment
- Utilize technology to support first responders
- Engage the community in public safety improvements
- Increase broadband speeds to support transfer of data and other critical communications



TIMEFRAME		
IMPLEMENTED	SHORT TERM	LONG TERM
• CCTV surveillance monitoring (ongoing) • Police bodysuit cameras (ongoing)	• Broadband improvements (police bodysuit cameras) • Online citizen awareness and education • GPS-enabled tracking • Streamlined first-responder tools and policies	• Sensor-based public safety applications • Increased use of cybersecurity tools • Public panic buttons and SOS mobile apps

SPONSOR
City of Saratoga Springs -
Public Safety Division



STRATEGY ONE: Create a culture of data for a smart city hall that's ready for the future.			LEAD PARTNERS	INITIATIVE DEPENDENCIES
1.1	Build capacity for data analytics.	Policy + Program	Innovation Division + New Data Lead	
1.2	Develop dashboards to track progress on key city priorities.	Program	Innovation Division + New Data Lead	1.1
1.3	Establish a mobility data management program for WeHo.	Program	Dept. of Public Works + Long Range & Mobility Planning	1.1
1.4	Expand the curbside management pilot.	Program	Dept. of Public Works	
1.5	Adopt a Smart City privacy policy.	Policy	Innovation Division	
STRATEGY THREE: Automate processes for an exceptional customer experience.			LEAD PARTNERS	INITIATIVE DEPENDENCIES
3.1	Launch a public safety pilot.	Policy + Pilot	Dept. of Public Safety	1.5, 2.2
3.2	Implement critical connected infrastructure back-ups.	Program	Information Technology Division	
3.3	Develop a smart city sensor (and building) program.	Policy + Pilot	Innovation Division + Long Range & Mobility Planning	1.5
3.4	Upgrade street light infrastructure.	Program	Dept. of Public Works	3.2, 3.5
3.5	Adopt and IoT approval process.	Policy	Innovation Division	3.2

GOAL 1: CONNECTED CITY



Objective 1.2: Ensure universal internet and technology access for all communities

1.2: Initiatives

- Work with ISPs to promote affordable internet service plans for residents at all income levels.
- Work with ISPs to further develop fiber internet and other high-speed options.
- Fund and promote technology access and training opportunities through the library and through other city departments, programs and initiatives.

1.2: Background and Context

As more public services, business transactions, social

through AT&T, or 4G LTE service through cellular telephone carriers, every residential property in the City has the technical capability to connect at least one form of internet service.

The fact that internet service is available to every property, however, does not mean that every resident can afford it, or that every resident has a device that allows them to use it, or that every resident has the technical knowledge or comfort level necessary to use it. (In a few cases, older residential buildings lack the modern networking needed to bring internet service from the street into individual units.) The City must recognize that not every resident uses the internet, and that these residents generally fall into three categories: those who cannot afford any internet service; those who are unaware that low-price plans exist for households that meet certain income criteria; and those who are not comfortable using the internet.

The City should consider tailoring its efforts specifically to each of these three groups. For example, the City should

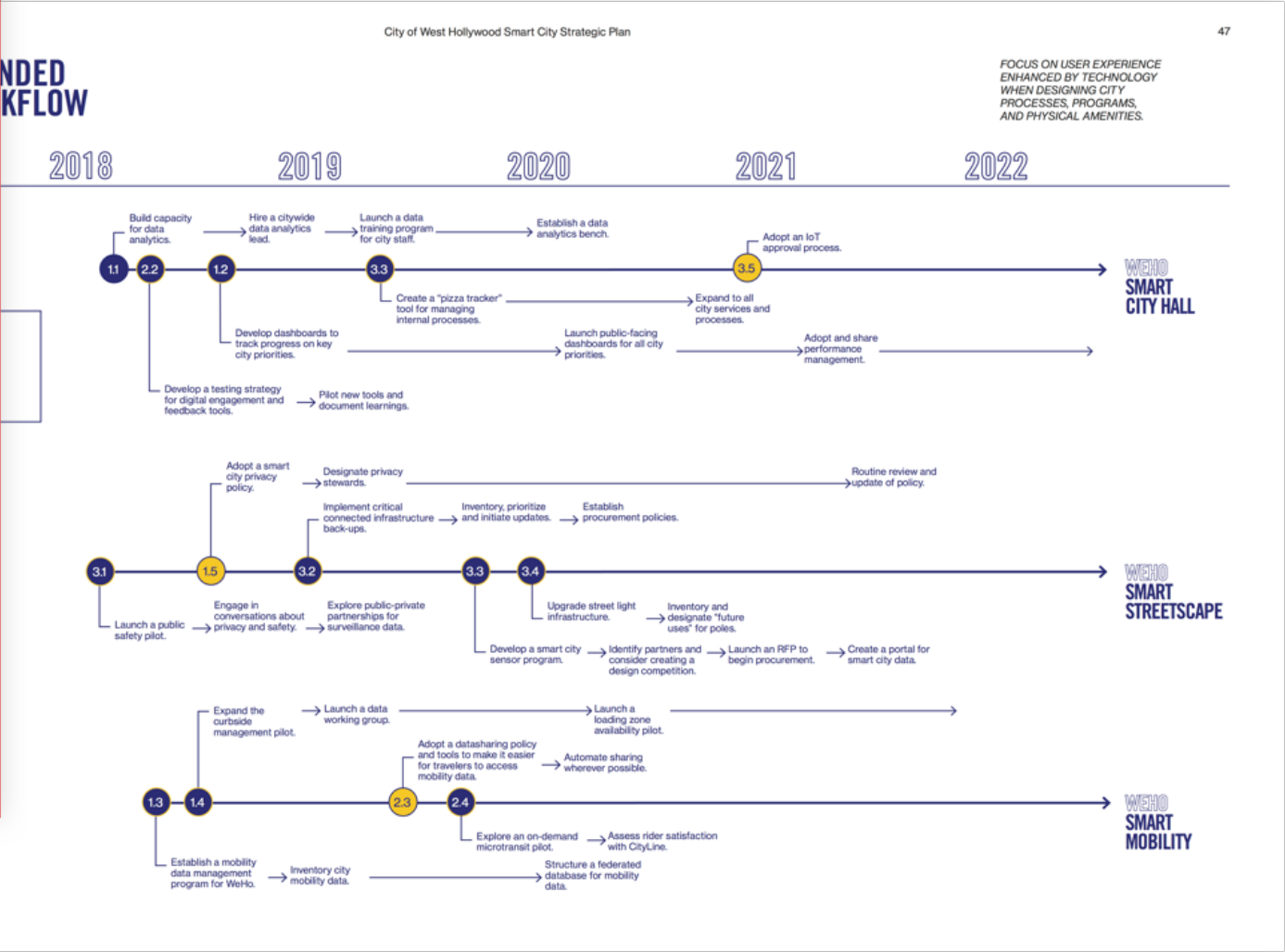
City of Chula Vista – Smart City Strategic Action Plan

1.2: Performance Indicators

- Percentage of households subscribing to internet service
- Percentage of households and business that have access to fiber-optic or other high-speed internet service
- Number and circulation of library devices per capita
- Number of hours of technology training available to the public

1.2: Outcomes

- All residents can access information and engage with the City using the internet.
- All residents and businesses have access to high-quality, high-bandwidth internet service.
- Residents who do not have internet-enabled devices to use at home have access to them elsewhere.



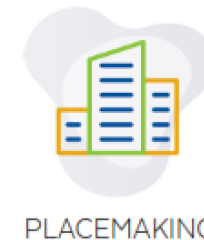
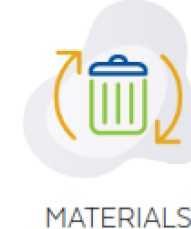
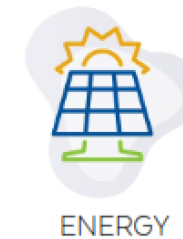
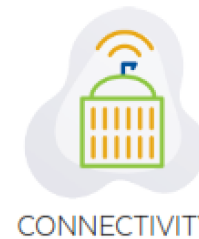
Foundational Elements

In order to achieve the mission and vision of the Future-Ready City Master Plan, the following foundational elements have been established to guide the implementation of the plan.

- ✓ People First
- ✓ Transparent
- ✓ Security focused
- ✓ Collaborative
- ✓ Relevant & Timely
- ✓ Responsible
- ✓ Sustainable
- ✓ Reliable
- ✓ Resilient
- ✓ Diversity
- ✓ Prosperity for all

Pillar Focus Areas

In addition to the foundational elements, the Future-Ready City Master Plan and its proposed actions are organized by pillar focus areas. These focus areas categorize some of the major services already provided by the city and its partners, as a way of understanding the strategic implementations in this plan.



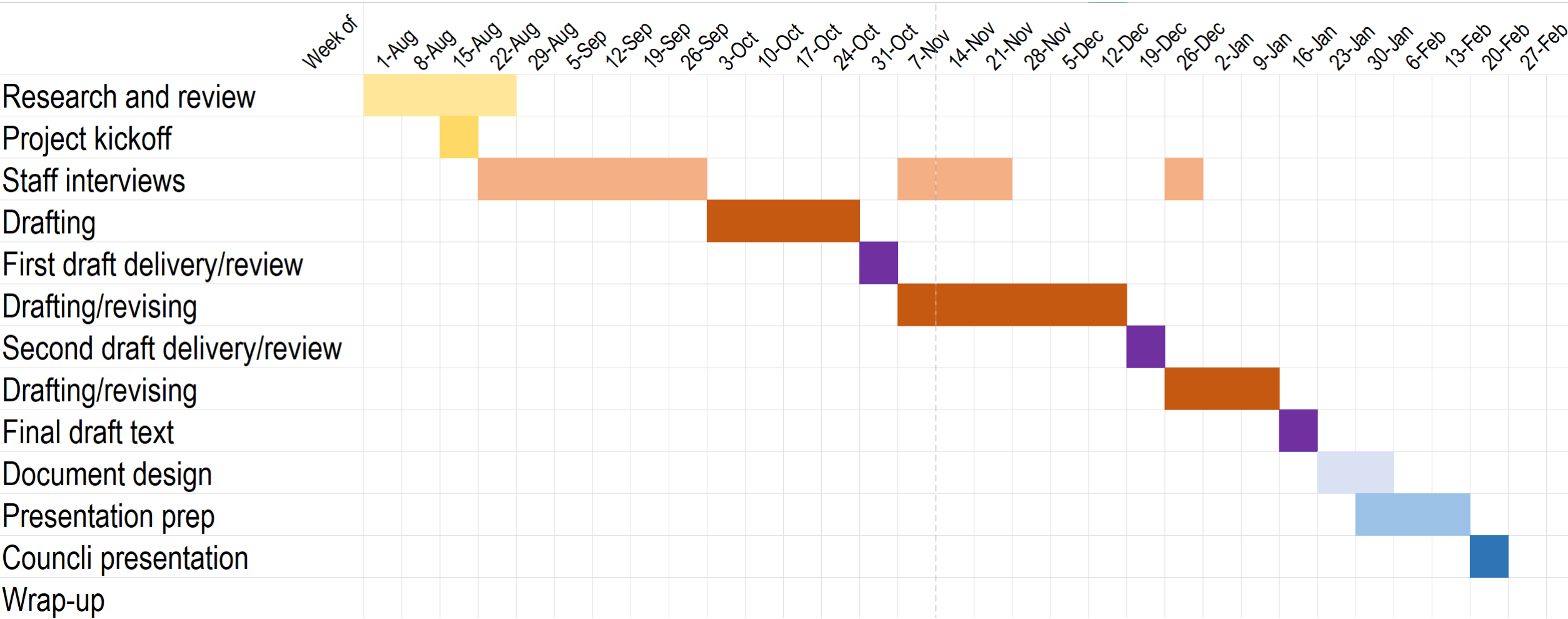
Items to address in strategic roadmap

- **Policy Framework**
 - Data Governance
 - Privacy Oversight
 - Information Security
- **Risk identification / mitigation**
- **Data strategies**
- **Community Engagement**
- **Cost, budget and funding**
- **Partnership opportunities**
 - Other public agencies
 - Private enterprise
 - Nonprofit organizations
- **Metrics for success**
 - Outcome targets
 - Performance indicators

Key documents

- General Plan
- SiFi Networks Contract
- Climate Action Plan
- “Smart Region Sacramento” Intelligent Transportation Systems Master Plan
- Mobility Master Plan

Project Timeline



What's Important to Rancho Cordova?

- How do we define “smart city” (or “future-ready city”)?
- What are the biggest problems we’re working to solve?
- What are the challenges we face to achieving those goals?
- What are the strategies we value most highly?
- What is the community saying?

MEMORANDUM



ITEM 19.2.

DATE: October 17, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **VETERANS AFFORDABLE HOUSING DEVELOPMENT PROJECT
SELECTION AT THE FORMER MATHER AIR FORCE BASE**

RECOMMENDATION

Adopt the resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would formally select Mercy Housing California and Veterans Housing Development Corporation (aka Nation's Finest) as developer partners, and their submitted concept for new veterans affordable housing developments at the former Mather Air Force Base. Staff will begin working exclusively with this developer team to, in coordination with Sacramento County, further refine the project concepts, prepare the project(s) for state funding applications, and develop the project(s).

BACKGROUND

Discussion with the City Council regarding the City's next veterans affordable housing project at the former Mather Air Force Base began in April 2021 following a Notice of Funding Availability for affordable housing development projects. On February 22, 2022, the City Council appointed staff to begin real property negotiations with Sacramento County to acquire sites near the completed Mather Veterans Village. In anticipation of a future veterans housing project, the City Council committed \$2,000,000 of American Rescue Plan Act (ARPA) funding on June 20, 2022. The real property negotiations are nearing completion and in fall 2022, Sacramento County agreed to commit \$3,000,000 towards a city-sponsored veterans homeless development project near the Mather Veterans Village as a match to the city's committed funding. Staff issued a Request for Proposals (RFP) from July 22 – September 10, 2022, and received three proposals.

All of the proposals received are from competent and qualified developers of affordable housing. Proposals received have been evaluated by staff according to the following criteria.

- Project design and community benefit, with mixed-use developments and placemaking design elements weighted higher
- Project feasibility, likelihood of completion within 24 months

- Development and management capacity
- Preliminary design sketches, site and unit layout
- City subsidy target of \$40,000 per unit

Based on the evaluation criteria, staff recommends selection of the proposal by Mercy Housing California (MHC) and Veterans Housing Development Corporation (VHDC, aka Nation's Finest). The MHC and VHDC proposal has a strong likelihood of being feasible within a reasonable timeframe, features the lowest cost per unit of the three proposals and the second highest number of proposed housing units. The MHC and VHDC team has excellent development and management experience for affordable veterans housing projects, including within the City of Rancho Cordova. Their proposal also introduces a new townhome housing product type not found in the neighborhood and would support additional segments of the veteran's population including both families and seniors. Lastly their proposal also includes a mix of uses and placemaking opportunities with the commercial use located on the corner of Bleckely St and Schirra Ave.

A brief summary of the proposals received is below in alphabetical order by developer. The full proposals are included as attachments to this agenda item.

Developer: Mercy Housing California & Veterans Housing Development Corporation (Nation's Finest)

Project Description: 2-3 bedroom rental townhomes for veteran families with mix of permanent supportive housing units, 1-2 bedroom rental apartments for senior veteran households, community rooms, outdoor spaces and commercial space for a possible café

Number of Units: 120 units – 60 townhomes for family households, 60 apartments for senior households

Developer: Visionary Home Builders

Project Description: Veteran family rental apartments of 1, 2, and 3-bedrooms, community room and commercial space for an enrichment center, outdoor spaces, memorial tree, flagpole and memorial wall

Number of Units: 110 apartment units

Developer: Volunteers of America

Project Description: Veterans transitional housing, 1 bedroom permanent supportive housing for homeless veterans, veteran family rental apartments of 1, 2, and 3-bedrooms, commercial kitchen, community room and outdoor spaces.

Number of Units: 80 units of transitional housing, 44 units of permanent supportive housing, 74 affordable rental apartment units

NEXT STEPS

Staff will continue to work with the selected developer team and Sacramento County to prepare the site(s) for development, finalize the development program(s), and make formal funding commitments needed to apply for Federal and State funding. These local and County funding commitments will be separate Council action items anticipated in 2023. Following this, staff and the developer team will apply for State housing funding programs not earlier than mid-2023 and more likely in 2024. Once State funding is secured, staff and the developer team will prepare and return to the City Council for action on design review and Development Agreements (or related documents) to move the projects into construction. The soonest anticipated date for

construction to begin on any selected project is calendar year 2024, however this is contingent on securing Federal and/or State funding.

FISCAL IMPACT AND FUNDING SOURCE

\$2,000,000 of City ARPA funding is currently committed to this project. This funding is anticipated to leverage \$3,000,000 of County ARPA funding, more than \$46,000,000 of State funding, and nearly \$8,000,000 in private loan funding. As grant applications are submitted to State programs in 2023 and 2024, additional city subsidy may be required to maximize competitiveness. Any additional needs will be further determined at that time based on grant program requirements and fluctuations in development costs.

ATTACHMENT(S)

1. Resolution
2. Presentation
3. MHC and VHDC Rancho Cordova RFP
4. VHB Rancho Cordova RFP
5. VOA-NCNN-Rancho Cordova RFP

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, SELECTING THE PROPOSAL FROM MERCY HOUSING
CALIFORNIA AND VETERANS HOUSING DEVELOPMENT CORPORATION FOR
VETERANS AFFORDABLE HOUSING AT THE FORMER MATHER AIR FORCE BASE**

WHEREAS, the City of Rancho Cordova ("City") issued a Request for Proposals ("RFP") for veterans affordable housing projects at the former Mather Air Force Base on July 22, 2022; and

WHEREAS, the City received three proposals to this RFP; and

WHEREAS, the City desires to select the development proposal of Mercy Housing California and Veterans Housing Development Corporation; and

WHEREAS, the City is concurrently negotiating the acquisition of Sacramento County owned real estate where the veterans affordable housing project will likely be located and the formal acquisition of County property will be completed through a future City Council action; and

WHEREAS, the selected proposal will be further refined by the developer team, City staff and Sacramento County to fit the ultimately agreed upon conditions for City acquisition of County property; and

WHEREAS, the eventual development project will return to the City Council for formal commitment of funds prior to the making application for state and other funding programs.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA selects Mercy Housing California and Veterans Housing Development Corporation as the developer partner and the proposal submitted by this team, and authorizes the City Manager, or his or her designee(s), to work with the selected developer team and Sacramento County to finalize the development program and return to the City Council at a future date for formal funding commitment.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October 2022 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 19.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

Veterans Affordable Housing Development Project Selection October 17, 2022



CityOfRanchoCordova.org

Agenda for this Item

Goals for Tonight

1. Staff will present
 - The background context for this discussion
 - The 3 proposals received
 - The staff recommendation
 - Next steps following this discussion
2. Receive Council direction on project selection
 - Adopt the resolution, or
 - Provide additional direction

Background and Context

April 27, 2021 Affordable Housing NOFA

- Council expressed interest in future veterans housing at the former Mather Air Force Base

February 22, 2022 Council appointment of Real Property Negotiators

- Council directed staff to begin negotiations for County-owned property at Mather

June 20, 2022 ARPA funding commitment

- Council set-aside \$2,000,000 ARPA funds for a future veterans housing project

July 22, 2022 Request for Proposals issued

- 3 proposals received:
 - Mercy Housing California and Veterans Housing Development Corporation (Nation's Finest)
 - Visionary Home Builders
 - Volunteers of America

October 17, 2022 - Goals for Tonight

- Receive staff presentation on 3 proposals
- Make Council selection of a project and developer team

3 Proposals Received

Developer: Mercy Housing California & Veterans Housing Development Corporation (Nation's Finest)

- Project Description: 2-3 bedroom rental townhomes for veteran families with mix of permanent supportive housing units, 1-2 bedroom rental apartments for senior veteran households, community rooms, outdoor spaces and commercial space for a possible café
- Number of Units: 120 units – 60 townhomes for family households, 60 apartments for senior households

Developer: Visionary Home Builders

- Project Description: Veteran family rental apartments of 1, 2, and 3-bedrooms, community room and commercial space for an enrichment center, outdoor spaces, memorial tree, flagpole and memorial wall
- Number of Units: 110 apartment units

Developer: Volunteers of America

- Project Description: Veterans transitional housing, 1-bedroom permanent supportive housing for homeless veterans, veteran family rental apartments of 1, 2, and 3-bedrooms, commercial kitchen, community room and outdoor spaces.
- Number of Units: 80 units of transitional housing, 44 units of permanent supportive housing, 74 affordable rental apartment units

Staff Evaluation

Staff used the following criteria to evaluate the proposals:

- Project design and community benefit, with mixed-use developments and placemaking design elements weighted higher
- Project feasibility, likelihood of completion within 24 months
- Development and management capacity
- Preliminary design sketches, site and unit layout
- City subsidy target of \$40,000 per unit

All of the proposals received are of high quality from competent, capable developers, and ranked competitively.

Staff Recommendation

Staff recommends: Selection of the proposal from Mercy Housing California (MHC) and Veterans Housing Development Corporation (VHDC, aka Nation's Finest)

Evaluation

- High level of project feasibility, lowest development cost per unit
- 2nd highest number of proposed housing units
- Excellent development and management experience for veterans housing projects
- Mix of housing product types (townhome, apartment)
- Mix of targeted veterans populations (veteran families, seniors)
- Mix of placemaking opportunities and commercial use

Anticipated Next Steps

Next steps for any selected proposal include:

- Complete site acquisition with Sacramento County
- Finalize project scope and secure County matching funding commitment
- Prepare the project site for development
- Submit funding applications to state and other programs
- Complete project entitlements and development agreement documents
- Begin construction, anticipated earliest date in 2024, more likely 2025

Council Discussion and Direction

Are there any additional questions for staff or the applicants?

Staff is seeking Council direction on:

1. Project selection
2. Additional direction to staff



RFP for Veterans Housing

City of Rancho Cordova

September 9, 2022





September 9, 2022

Stefan Heisler, Housing Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670



RE: Request for Proposals: DEVELOPMENT, CONSTRUCTION, AND OPERATION OF VETERANS AFFORDABLE HOUSING ON THE FORMER MATHER AIR FORCE BASE

Dear Mr. Heisler:

Mercy Housing California (MHC) and Veterans Housing Development Corporation (VHDC) are pleased to present the enclosed proposal for the expansion of our Mather Veterans Village community on both sites A and B. Matching the successful partnership structure of the 100 units of Phases 1 and 3, Mercy Housing California will be the lead developer and managing general partner, VHDC will be co-developer and co-general partner, and Nation's Finest, VHDC's parent corporation, will be the contracted on-site service provider in partnership with the Veterans Administration. MHC and VHDC acknowledge the conditions stated in the RFP and do not include any exceptions in our proposal.

Our proposal is to develop both parcels as a single development of 120 affordable rental homes for veteran households, including a mixed-use building, and a 30% to 70% AMI affordability range. Site A is proposed for 60 rental homes of 2- and 3-bedroom townhomes and flats in a medium density family and workforce-oriented plan anchored by a community building with a training center and a street activating public café component. Site B is proposed as a 60 senior 1- and 2-bedroom apartment homes in a three-story building in a style and form complimenting the existing MVV Phase 1 building directly across Shirra. At least 60 (50%) of all units would be set aside for unhoused veterans and served by VASH vouchers and the VA Case Management system.

While state gap and tax credit funding remaining as unpredictable as ever, we believe pursuing joint entitlements and financing for a single 120-unit development offers an achievable balance of urgency, density, and leveraging adjacent staff and programs at MVV 1, 2 and 3. In addition to the land and funding provided by the County and City, the proposed funding would include 4% federal and state low income housing tax credits, and state HCD gap funding from either MHP, VHHP and/or IIG programs. A project base VASH award from SHRA would be also be pursued. This finance plan would allow construction to begin on all 120 veteran homes in the fall of 2024.

Please do not hesitate to contact Stephan Daues at 916/213-5784 or sdaues@mercyhousing.org with any immediate questions and for following up with next steps.

Thank you,


Doug Shoemaker
President
Mercy Housing California


Chris Johnson
President and CEO
Nation's Finest


Brad Long
Executive Director
Veterans Housing
Development Corporation

Mercy Housing California

2512 River Plaza Drive, Suite 200, Sacramento, California 95833
o | 916-414-4400 f | 916-414-4490
TTY | 800-877-8973 or 711 mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

Veterans Housing Development Corporation

PO Box 378 Santa Rosa, CA 95402
530-355-2818 blong@nationsofinest.org

LIVE IN HOPE

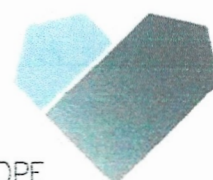


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Section 6: Environmental and Entitlements

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Section 8: Conflict of Interest Statement

Section 9: Exceptions

Section 10: Supportive Information

Site Plans

Pro Forma

Section 3: Qualifications and Experience

Mercy Housing California, as the lead developer, along with our partner Veterans Housing Development Corporation are excited to continue our partnership serving veterans at Mather Field. Our team has decades of experience in affordable housing development and service provisions for veterans and are an established partner with the City of Rancho Cordova. Our specific experience is detailed below.

Mercy Housing California

Mercy Housing California (“MHC”) was incorporated in 1988 as the California affiliate of Mercy Housing, Inc. (“MHI”), a national nonprofit housing development, management, and resident services organization headquartered in Denver, Colorado. Regional offices are located in California, Georgia, Illinois and Washington. The Mission of Mercy Housing, Inc. and all its subsidiaries, including Mercy Housing California, is *to create stable, vibrant and healthy communities by developing, financing and operating affordable, program-enriched housing for families, seniors and people with special needs who lack the economic resources to access quality, safe housing opportunities*. MHI is recognized as a national leader in maintaining and increasing the country’s affordable housing stock. MHI builds and acquires affordable housing through four Regional Development Corporations, which have developed more than 23,000 units of affordable housing, and MHI currently serves more than 50,000 people on any given day. This work spans across 26 states and through the efforts of seven strategic healthcare partners, the Mercy Loan Fund and MHI’s consulting division, Mercy Housing, Inc. has established an exceptionally deep national presence. MHI is listed as number four on the Affordable Housing Finance Magazine’s 2017 list of top affordable housing owners in the country.

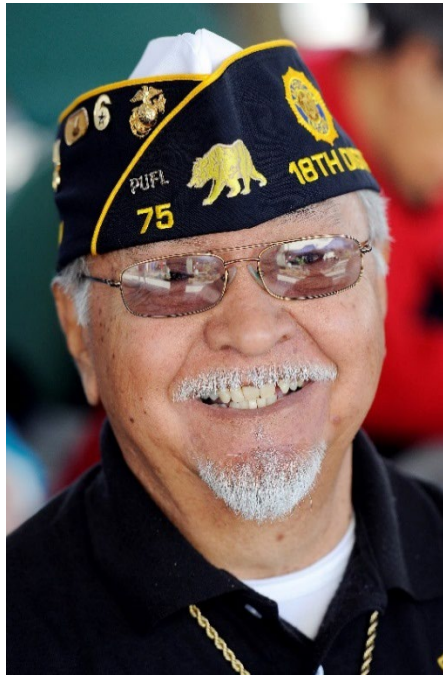
Founded over 20 years ago, MHC is the largest of the four Regional Development Corporations. MHC has grown substantially, both through its own affordable housing development, and through mergers with other nonprofit housing groups seeking affiliation with the Mercy Housing system. In 2000, Mercy Housing California and RCHC merged and have maintained a Sacramento area office ever since. RCHC was founded in Woodland in 1967 to provide homeownership opportunities for low income rural communities throughout the Sacramento Valley. The RCHC Board of Directors remains an active part of Mercy Housing’s Sacramento area activities, providing leadership and guidance on portfolio stewardship, community needs, and development priorities.

Housing Development Experience

Mercy Housing California’s long history of successfully developing and managing affordable housing and providing on-site resident services, coupled with our experience in community engagement during the predevelopment and design process, makes MHC uniquely qualified to complete a high-quality, sustainably managed housing development in partnership with the Housing Authority.

MHC is one of the largest affordable housing developers in the State of California in terms of staff, capacity, annual budget, and units constructed. MHC is also a leader in an integrated, mission-based approach that couple the delivery of customized resident and community service enrichments with quality development, management, and maintenance to create healthy communities. MHC has successfully completed development of over 11,000 affordable rental units. MHC’s developments can generally be categorized as serving Family, Senior, and/or Special Needs residents, the latter often meaning formerly homeless and/or disabled individuals or families, and often includes veterans. In

addition to a vast array of completed developments, Mercy Housing California has over 5,000 units in the development pipeline from feasibility through construction.



MHC is one of the most accomplished veterans housing developers in the State. Across the state of California, MHC has completed six veteran developments, totaling over 300 units with an additional community, Norwalk Veteran Family Housing, expected to break ground this year. Many of our veterans properties serve formerly homeless veterans with support services offered through a combination of on-site staff and Department of Veterans Affairs (VA) case management. Our Baldwin Rose Apartments in El Monte serves homeless veterans and families with a veteran head of household, offering a culturally competent and thriving community. Norwalk Family Veteran Housing is similar to Baldwin Rose Apartments, with a set-aside for homeless veterans and a preference for veteran families for the remainder of the units. In partnership with VHDC, MHC has completed 100 units of supportive housing for veterans in phases 1 and 3 of the Mather Veterans Village. These 100 homes, combined with 48 units of transitional housing by VHDC, create a high impact healing community on the former Mather

Air Force Base. And in Colma, south of San Francisco, MHC developed 65 units of supportive housing for formerly homeless veterans.

In each veterans housing setting, we partner with a skilled service provider capable of linking our residents with life changing programs. We have worked with some of the State's most successful providers, including New Directions for Veterans, Brilliant Corners, and Nation's Finest.

Veterans Housing Development Corporation and Nation's Finest

Nation's Finest has been a community-based non-profit service agency headquartered in Santa Rosa, CA for nearly 50 years. Originally founded by Vietnam veterans helping one another recover from the wounds of war. Nation's Finest has grown to a multi-state entity annually serving over 15,000 veterans each year in California, Arizona and Nevada.

Nation's Finest thirteen service centers and eight residential facilities are CARF accredited ensuring the highest quality of care and services to our clients. Nation's Finest is one of the leading providers in the western United States of the Veterans Administrations (VA) Supportive Services to Veterans and Families (SSVF) grant. SSVF is a rapid rehousing and homeless prevention social services program. Nation's Finest housing facilities include permanent supportive housing, transitional housing and behavioral health treatment facilities. Nation's Finest has held VA grant Per Diem contracts for over twenty years and managed innumerable other federal, state and local social service and employment programs.

Veterans Housing Development Corporation (VHDC) is a recognized leader in addressing the obstacles that too many military veterans face when trying to secure affordable housing. Our proven solutions

include homelessness prevention and rapid re-housing, transitional housing for homeless veterans, and permanent supportive housing, all of which include onsite services and support that help our veterans achieve residential stability and confidently re-integrate with their surrounding communities.

In addition to acquiring and restoring existing properties, VHDC and our partners also develop brand new, state-of-the-art apartment complexes specifically for veterans. VHDC is able to employ a variety of solutions for overcoming the obstacles many veterans face on a daily basis.

VHDC is a non-profit 509(a) 1 affordable housing developer and a controlled corporation of Nation's Finest. Established in 2014, VHDC's mission is to build affordable housing for homeless and at-risk veterans and their families in the communities served by Nation's Finest. Expanding on Nation's Finest prior housing development activities. VHDC was a principal architect of Proposition 41, the Veterans Housing and Homelessness Prevention Bond Act which provided \$600 Million in bond funding for affordable veterans housing. VHDC has, to date, applied for eight VHHP projects and been awarded seven.

Veterans Housing Development Corporation and Mercy Housing worked together on the Mather Veterans Village, the third phase of which was recently completed. Nation's Finest has provided key support and operates resident services at the site. This partnership has provided the experience in development, management, and services that best serves veterans and their families. Our team will continue this partnership at Mather Veterans Village Phase 4.

Organization Information

	Mercy Housing California	Veterans Housing Development Corporation
Incorporation Date and Place	1988, California	2007, California
Affiliated Organizations	Mercy Housing, Inc.	Nation's Finest
IRS Tax Status	501(c)(3)	501(c)(3)
Annual Budget	\$153,379,388	\$618,244
Major Sources of Funding	Developer Fee, Grants, Philanthropy, Programs	Developer Fee, Donations, Grants

Staffing and Resumes

MHC has development offices in San Francisco, Sacramento, and Los Angeles. Between MHC's three offices, Mercy Housing has developments in 36 counties ranging from San Diego to Shasta.

The following is a breakdown of the staff solely devoted to development:

- 1 Vice President of Real Estate
- 13 Housing Developers (project managers)
- 12 Project Assistants
- 4 Regional Directors of Development
- 4 Associate Directors of Development
- 1 Vice President of Real Estate Development
- 1 Vice President of Community Planning
- 1 Commercial Developer (commercial development expertise on mixed-use projects)

MHC devotes significant time from senior management to troubleshoot and provide support to Housing Developers. Both the Director of Development and the Vice President of Real Estate work closely with Housing Developers during all stages of development. Stephan Daues, Project Consultant for the Sacramento region and former Regional Director of Development will act as lead for this project.

Mercy Housing Bios

Stephan Daues, Lead Project Consultant to Mercy Housing (formerly Regional Director of Development), has lead MHC's project management efforts in the Sacramento region for all multifamily activities and single-family land entitlement and development. Starting with Mercy Housing/RCHC in 1998, Stephan has 24 years of experience in affordable housing development doing direct project management for affordable family, seniors, and special needs developments, as well as subdivision development. Stephan has extensive experience in all aspects of affordable housing development including successfully working with a wide array of financing mechanisms, such as 9% and 4% Low Income Housing Tax Credits; State and County HOME; the State of California MHP, VHHP, and IIG programs; the HUD 202/811 program; McKinney Programs including Shelter + Care and SHP; other forms of federal financing that come through Cities and Counties including CDBG and HOPWA; and local forms of financing such as tax increment financing, housing trust funds and in lieu fees.

Jeff Riley, Project Manager, has over 18 years of experience in affordable housing development. Jeff started with Mercy Housing/RCHC in 1999 as a project manager, and has direct project management experience on a wide range of affordable housing developments. Recently, Jeff has completed Phase I of Mather Veterans Village and is working to complete Phase III. He is also the project manager on the North Auburn project in the Placer County Government Center.

Ed Holder, Vice President of Real Estate, brings significant development, finance, and community planning experience to the MHC team. Based in Los Angeles, Ed oversees all of Mercy Housing California's real estate development activities statewide, which includes a development pipeline of over 3,000 units and a team of over 25 development staff. Ed serves on the Board of Directors of the Southern California Association of Nonprofit Housing and has served as chair of Finance and Membership Committees. Prior to joining MHC in 2007, Ed worked as a Director and Vice President of Development for The Olson Company, one of California's premier developers of infill ownership housing. Working closely with city partners, Ed oversaw the development of workforce housing communities throughout Southern California. Ed received his BA in Economics from Occidental College and in 2002 received an MBA from Stanford.

Amy Bayley, Vice President of Community Planning, has been leading MHC's unique Community Planning division since 1995. From the inception of a development, Amy works with the Housing Developer to determine a community planning process for that specific community. Amy has led or participated in all recent community outreach efforts. Amy Bayley is a Sister of Mercy of Burlingame and a past principal of Mercy High School in Burlingame. Amy is based out of MHC's San Francisco office.

Alvin Tuvilla, Regional Director of Resident Services, has been with Mercy Housing since 1998 when he started as a Resident Services Coordinator. He moved up to Resident Services Manager, Director of Family Services, and finally to his current position where he oversees services for all properties

statewide, including services provided by 3rd parties. Alvin plays a key role in consulting with MHC senior management and real estate development staff during project development to ensure that effective and creative programs and services are integrated into the project design and budgets.

Doug Shoemaker, President, is responsible for leading MHC's operations in California including the oversight of affordable housing development, fundraising and resident services. He brings more than 15 years of experience in affordable housing and community development to MHC. Prior to joining Mercy Housing in 2011, Doug served as the Director of the San Francisco Mayor's Office of Housing and Deputy Director of the Non-Profit Housing Association of Northern California, a 500-member affordable housing trade association.

Nation's Finest and Veterans Housing Development Corporation

Staff and Advisors

Brad Long, Executive Director - Brad Long previously oversaw the Eureka, Chico and Redding operations of Veterans Resource Centers of America. Prior to Nation's Finest, he was the Admissions Director at Skyway House Rehab Center in Chico. Brad has a B.S. in Organizational Leadership from Azusa Pacific University and an M.A. in Theology from Claremont, and he served in the U.S. Navy from 1985 to 1989 as a Radioman Petty Officer Second Class.]

Chris A Johnson, President/CEO - For the last 30-plus years, prior to joining Nation's Finest, Chris served in leadership positions for a variety of other non-profits including Evergreen Treatment Services, Mending Kids, the National Kidney Foundation and was promoted to a variety of local, regional, and national positions during his 12 plus years with the American Red Cross. Chris's career has afforded him a diverse variety of opportunities with three key skill strengths in common: communications, resource development and team building. He has been blessed to have had the fortune to actively participate in humanitarian and community support initiatives at the same time. He has served on no less than 20 different boards of directors and has been an active volunteer since the age of fifteen.

Torri Cardilino, Project Manager and Services Coordinator- Torri has close to twenty years of experience in low-income housing programs and project development with Shasta County Housing Authority. She has been a critical team member on 5 major low-income projects and involved in close to 100 owner occupied rehabs. Her responsibilities will include coordinating service plans, heading up all administrative functions, review and finalizing all pertinent documents for funding, coordination with state city and federal agencies on all aspects of regulations and code.

Kent Trimble, Project Management Advisor - Kent Trimble founded The Trimble Company in 1997 to develop urban, mixed-use infill projects. Kent graduated from Virginia Tech in 1986 with a B.S. in Civil Engineering, at which time he was commissioned in the United States Marine Corps. After serving as a Marine Corps officer, Kent practiced as a consulting civil engineer. He is a Registered Civil Engineer in the State of California.

Mogavero Architects

For more than 20 years, Mogavero Architects ("MA") has designed buildings, planned sites and created master plans with the goal of building livable communities that inspire sustainability and create places with meaning. MA's award winning architecture, planning and urban design services have been provided

to clients throughout California in small towns as well as in intensely urban settings. MA offers clients multi-disciplinary capabilities with an extensive background in architecture, planning, landscape architecture, urban design and development services. MA has designed dozens of intentionally catalytic rental housing communities throughout California. This work has consistently demonstrated sensitivity to providing challenged households with safe and joyful places to build their future and the subtle physical place design elements that help to nurture mutually supportive communities.

MA has a longstanding working relationship with Mercy Housing, having designed 10 MHC developments either completed or in development. Of note, in partnership with Mercy Housing, MA designed the award winning 7th/H and Mather Veterans Village Phases 1, 2 and 3, as well as Colonia San Martin, 60 units of affordable housing in two story walk-up buildings in Sacramento. Colonia San Martin won the Home Excellence Award from NALHFA and Outstanding Sustainable Stormwater Project from CASCA. MA and MHC recently finished construction on West Beamer, 80 units of family affordable housing in Woodland, as well as the Mather Veterans Village, Phase 3. MA consistently proves itself to be one of the most dependable design firms in MHC's portfolio, providing attractive, functional, and appropriate designs, on time and on budget.

Project Experience

Mercy Housing California Experience

		Mercy North Auburn at Rock Creek 2960 1 st Street North Auburn, CA
Developer Role	Managing General Partner	
Current Project Status	Complete	
Type of Project	Family Housing	
Total Number of Residential Units and Mix	79 units; 21 1 BR 33 2 BR 25 3 BR	
Total Residential Square Footage	30,770 sf	
Population(s) Served	Families, 25-60 % AMI	
Construction Start and Completion	August 2020-February 2022	
Total Development Cost	\$36,000,194	
Public Financing Sources	Placer County, Ground Lease, Fee Waivers, PBV HCD No Place Like Home, Permanent Residual Receipts Loan	
Reference	Paul Breckenridge, Capital Improvements Manager Placer County (530)889-6892 pbrecken@placer.ca.gov	



West Beamer Place
10 North Cottonwood
Woodland, CA 95695

Developer Role	Managing General Partner
Current Project Status	Complete
Type of Project	Family, Special Needs
Total Number of Residential Units and Mix	80 units; 26 1BR 30 2BR 24 3BR
Total Residential Square Footage	83,039 SF
Population(s) Served	Families, up to 50% of AMI
Construction Start and Completion	March 2017-May 2018
Total Development Cost	\$30.49 million
Public Financing Sources	CalHFA Mental Health Services Act, Permanent Loan HCD MHP, Permanent Residual Receipts Loan Yolo County, Land Donation and PBV
Reference	Mindi Nunes, Executive Director of Yolo County Housing Phone: 530-662-5428 mnunes@ych.ca.gov



Baldwin Rose Apartments

El Monte, CA

Developer Role	Sponsor/General Partner
Current Project Status	Complete
Type of Project	Family Housing, set-aside for homeless veterans
Total Number of Residential Units and Mix	55 units; 16 1BR 21 2 BR 18 3BR
Total Residential Square Footage	84,820 sf
Population(s) Served	Families, Veterans, 30-60% AMI
Construction Start and Completion Date	December 2017-December 2019
Total Development Cost	\$32,704,572

Public Financing Sources	LA County Community Development Authority, Construction/Permanent Residual Receipts Loan City of El Monte, Const./Permanent Residual Receipts Loan HCD VHHP, Permanent Residual Receipts Loan
Reference	Betty Donovanik, Director of Community & Economic Development, City of El Monte (626) 580-2056 bdonavanik@elmonteca.gov

		Colma Veterans Village 1692 Mission Road Colma, CA
Developer Role	Sponsor/Managing General Partner	
Current Project Status	Complete	
Type of Project	Permanent Supportive Housing/Veterans	
Total Number of Residential Units and Mix	66 units; 65 1 BR 1 2 BR Manager's Unit	
Total Residential Square Footage	60,154 sf	
Population(s) Served	Veterans, 30% -50% AMI	
Construction Start and Completion Date	January 2018-July 2019	
Total Development Cost	\$39,460,817	
Public Financing Sources	County of San Mateo, Construction/Permanent Residual Receipts Loan HCD VHHP, Permanent Residual Receipts Loan	
Reference	Raymond Hodges, Director of the Department of Housing, San Mateo County rhodges@smchousing.org	

Mercy Housing California and Veterans Housing Development Corporation Joint Experience

	Mather Veterans Village Phase 3 3615 Bleckely Street Rancho Cordova, CA 95655
Developer Role	Sponsor/Managing General Partner
Current Project Status	Complete
Type of Project	Permanent Supportive Housing/Veterans
Total Number of Residential Units and Mix	50 units; 44 1 BR 6 2 BR
Total Residential Square Footage	38,430 sf
Population(s) Served	Veterans, 30% -50% AMI
Construction Start and Completion Date	March 2018-July 2019
Total Development Cost	\$19.4 million
Public Financing Sources	Sacramento Housing and Redevelopment Agency-VASH Vouchers and Project Based Vouchers HCD VHHP, Permanent Residual Receipts Loan
Reference	Christine Weichert, Director, Housing Finance Sacramento Housing and Redevelopment Agency (916)440-1353 cweichert@shra.org

Veterans Housing Development Corporation Experience

	Mather Veterans Village, Phase 2 3615 Bleckely Street Rancho Cordova, CA 95655
Developer Role	Developer/Sponsor/Managing General Partner
Current Project Status	Complete
Type of Project	Transitional Housing/Veterans
Total Number of Residential Units and Mix	46 beds
Total Residential Square Footage	16,500
Population(s) Served	Veterans, 30% -50% AMI
Construction Start and Completion Date	January 2019 – August 2020
Total Development Cost	\$13 Million
Public Financing Sources	County of Sacramento, City of Rancho Cordova, Construction/Permanent Residual Receipts Loan

	HCD VHHP, Permanent Residual Receipts Loan
Reference	Lisa Bates, CEO Sacramento Steps Forward 2150 River Plaza Drive, Suite 385 Sacramento, CA 95833 Mobile: (916) 200-6553 lbates@sacstepsforward.org

		Eureka Veterans Village 108 4 th Street Eureka, CA
Developer Role	Sponsor/Managing General Partner	
Current Project Status	Complete	
Type of Project	Permanent Supportive Housing/Veterans	
Total Number of Residential Units and Mix	50 (25 general population, 25 veteran)	
Total Residential Square Footage	37,000	
Population(s) Served	Veterans, 30% -50% AMI	
Construction Start and Completion Date	January 2018 – June 2020	
Total Development Cost	\$22 Million	
Public Financing Sources	County of Humboldt, Construction/Permanent Residual Receipts Loan HCD VHHP, NPLH, Permanent Residual Receipts Loan	
Reference	Connie Beck, Director, Department of Health & Human Services, Humboldt County cbeck@co.humboldt.ca.us	

		Windsor Veterans Village 71 Oak Park Street Windsor, CA
Developer Role	Sponsor/Managing General Partner	

Current Project Status	Complete
Type of Project	Permanent Supportive Housing/Veterans
Total Number of Residential Units and Mix	60
Total Residential Square Footage	45,825
Population(s) Served	Veterans, 30% -50% AMI
Construction Start and Completion Date	January 2018 – June 2021
Total Development Cost	\$29 Million
Public Financing Sources	County of Sonoma, Construction/Permanent Residual Receipts Loan HCD VHHP, FHLB, Permanent Residual Receipts Loan
Reference	Sheryl Bratton, County Administrator, Sonoma County sheryl.bratton@sonoma-county.org

Financing Experience and Capacity

As one of the largest nonprofit developers of affordable housing in California, with an exceptionally strong national organizational and financial standing, MHC is consistently successful in competition for sources of affordable housing financing, including over 125 LIHTC awards, and also because of its record and relationships is able to leverage the most advantageous terms from lenders and investors. As the 4% tax credits have become competitive, MHC has been at the forefront of adapting to changes and maintaining competitiveness of our projects. Mercy is involved in policy and regulation changes, through membership in the CDLAC policy working group, which is working with the State Treasurer's office to revise the 4% tax credit/bond regulations. MHC uses conventional debt for most of its developments and has strong relationships in the lending community. Construction and permanent lenders on MHC developments have included: Bank of America; JPMorgan Chase, Enterprise, Wells Fargo; Union Bank; US Bank; Citibank, Silicon Valley Bank; California Bank and Trust, and Bank of the West.

MHC is consistently successful in leveraging other funding sources, through state and local funding programs. MHC has received over 50 awards from state programs such as: No Place Like Home, Multifamily Housing Program, Infill Incentive Grants, Transit Oriented Development Program, and Affordable Housing and Sustainable Communities. Several of our projects have been awarded Veterans Housing and Homelessness Prevention funds including Colma Veterans Village and Norwalk Veterans Family Housing, which will begin construction this year. MHC's projects usually include funding from a local government partner such as CDBG funds or local Section 8 or VASH vouchers. Many of our projects that serve Veterans receive VASH funds, including Mather Veterans Village Phases 1 and 2.

In terms of financial strength, MHC has a strong financial position and is backed by the full strength and credit of MHI, which was recognized by Affordable Housing Finance Magazine in 2019 as the 4th largest affordable housing owner in the country and the largest nonprofit owner. As of December 31, 2019, MHI had, on a consolidated basis, total assets in excess of \$3.5 billion, cash and cash equivalents of \$101 million, and unrestricted net assets-controlling of \$386 million.

Veterans Housing Development Corporation has secured Veterans Homeless and Housing Program (VHHP) funds for Mather Phases 1, 2, 3 and Eureka Veterans Village. We also have secured VHHP for two other projects Windsor Veterans Village now under construction and Shasta Lake Veterans Village that is about to start construction. We have also secured Home Depot grants for all projects but the Park Marina project. We have also secured Federal Home Loan Bank loans for multiple projects. Other funding sources we have secured for projects now in development are USDA funding, Dignity Health Loans and Homeless and Housing Assistance Program grants. Conventional construction loans for all of our projects but for Park Marina have been handled by Exchange Bank of Santa Rosa.

Section 4: Project Description

The 2 sites, portions of APNs 067-1040-006 (southern 3.1 acres) and 067-0010-093 (northerly 1.85 acres) are proposed to be Mather Veterans Village Phase 4, as the natural extension of our successful phases 1, 2, and 3. As the developers and operators of phases 1, 2, and 3 and organizations deeply committed to addressing the region's housing crisis, we are acutely aware of the unmet housing, social services and health needs of the veteran population in the region. Our proposal is for both available sites as an expansion of the village taking advantage of the strength of our partnership, the strong staffing and culture that has come to define the success of the village. Mercy Housing and Nation's Finest are longstanding partners with the City of Rancho Cordova and the VA Medical Center. Most significantly, our combined dedication to serving residents at Mather as earned our team the respect and partnership with the local veteran community and the many groups and donors seeking to support our most vulnerable and unhoused veterans. We look forward for the opportunity to widen the impact of our work here and to contribute to the vibrant community.

The proposed sites offer access to many important nearby amenities. Most importantly are the existing MVV services at the phases 1, 2, and 3 shared community center. Also within waling distance is the VA Medical Center with comprehensive medical and behavioral and other social services. The medical Center also hosts the weekly farmers market. The Mather Sports Center and SETA child care center are also within walking distance. Beyond the immediately walkable amenities, Regional Transit offers bus service to nearby shopping, schools, and other medical services.



While the previous MVV phases we developed serve exclusively previously homeless veterans, we envision a mixed income and intergenerational community at this site. Site A with the larger unit size and adjacent to the existing child care center is ideal to serve families with larger unit size and amenities for children. Site B is ideal to replicate the form of MVV but serving seniors aged 55 and older, with smaller unit sizes and services to support aging in place. The senior building will have at least 50% of its units set-aside for formerly homeless senior veterans, supported by VASH vouchers. The family site A portion will have at least 25% of its units set-aside for veterans families exiting homelessness. Whether or not ultimately restricted by funding requirements, we expect that 100% of the units on this site will be occupied by veterans and their families. This will be achieved through regulatory restrictions from VASH and state sources, as well as local restrictions or preferences and will all be strongly reinforced by programs aimed at the unique needs of veterans and their families.



At Site A, our team proposes 60 two- and three-bedroom family units in a mix of two-story townhomes and three-story walk-up buildings, the Family Residences. As this is the larger site, it offers the opportunity to provide many services for our residents as well as activate Schirra Avenue and Bleckely Street. The units are spread across many smaller buildings to match the existing development in the area and provide the experience of a smaller garden community. The design of the site provides for private interior open space for the residents, while activating the streetscape with pedestrian-scale design, porches, and the commercial and community space at the corner. Sixty-five parking spaces are provided, which allows for a 1:1 parking ratio for the units with additional spaces for staff. We also propose new inset street parking along Bleckely.

The units at the family site will be set-aside for a wide range of incomes, from 30% of AMI to 70% of AMI, as detailed in the table below. The units at 30% of AMI will be set-aside for formerly homeless veterans and their families and supported by VASH vouchers. This range allows us to serve families that receive a range of benefits. In our experience serving veterans and their families, we have found that veterans often have benefits based on their service that can disqualify them from being eligible for the units set-aside to serve them.

% AMI	30%	50%	60%	70%	Avg. AMI
2-bedrooms	7	7	7	9	54%
3-bedrooms	7	7	6	9	
Total	14	14	13	18	59

1 two-bedroom unit would be a staff unit.



The Site B for senior veterans will be 48 1-bedroom units and 12 2-bedroom units, for senior veterans 55 and older. This building will be designed with the needs of this population in mind. All units will be elevator-accessed, and accessibility needs will be considered throughout the building. Two-bedroom units are included in the building as seniors may need in-home caretakers or have family members as part of their household. We know that seniors often need units that can fit wheelchairs or other mobility devices as well as space for working with in-home healthcare. These units will be designed to the needs,

with the additional community room and services space to provide culturally competent services for our senior veterans.

This site will serve a greater percentage of formerly homeless veterans, with 50% of the units set-aside for VASH voucher households. The range for the senior units is included below, with no 70% AMI units, which is due to the more limited income for seniors.

% AMI	30%	40%	50%	60%	Avg. AMI
1-bedrooms	26	8	6		37%
2-bedrooms	5		4	2	47%
Total					59

1 two-bedroom unit would be a staff unit.

The design for the seniors is intended to blend with the existing buildings at MVV, with a three-story building wrapping around an interior courtyard. The parking is located in the rear of the building, ensuring that Schirra Avenue and Bleckely Street are more activated with the residential building. There is a 3,000 sf community building on Site B which will primarily serve the seniors but can be used for intergenerational programming. This site has 50 parking spaces, which is consistent with the parking demand that we would expect at a senior building.

In pursuit of design and cost efficiencies, MHC has become in recent years the state's most experienced affordable modular developer, with 561 units either in construction or completed across California. The building at the senior residences could be developed with modular construction allowing for a reduced construction time and costs. Our team would evaluate that possibility with the City as a way to reduce the dependence on the state funding that has become increasingly unpredictable. Modular offsite construction can be particularly beneficial where both state and federal prevailing wages are required for only on-site construction work. We would also have the advantage of access to nearby staging areas for the modular units.

Continuing our successful partnership at the other Mather Veterans Village phases, Nation's Finest will provide services here with support and knowledge sharing from Mercy Housing California. Nation's Finest is among the most experienced providers of services and case management to veterans, especially in navigating the unique systems of veteran benefits. Nation's Finest provides services that match the specific needs of our veterans residents and will continue to do so at Phase 4. MHC will offer support in guiding services specific to youth and families as well as inform the specific services to allow senior residents to age in place.

Nations Finest as the service provider has fifty years' experience in administering a wide range of programs. These programs include Grant Per Diem transitional Housing, Health Care for Homeless Veterans and Permanent Supportive Housing Services. Nations Finest is also the largest provider of Supportive Services to Veterans Families in Northern California. They have thirteen service sites in three states, California, Arizona, and Nevada. Nations Finest provides for case management, behavioral health, employment services.

Nations Finest establishes wrap around services with on-site resident staff working closely with the Veterans Administration, HUD VASH and other community service providers. We work to identify the specific needs of our veterans and provide the proper level of assistance that will ensure the ongoing success of the client. Cultural competency training is required of all staff with specific training on veterans issues. Also, Nations Finest employs many former service members on staff that help to provide the one-on-one connection to our veteran clients.

Youth programming typically includes tutoring, summer programs, educational system advocacy, and parent support. We have been integrating youth programming into our housing communities for decades. Whether providing the services directly, or partnering with local organizations, the goal is to implement enrichment and Social Emotional Learning (SEL) programs. Existing program offerings include leadership and community service activities, creative arts, physical activities, themed projects, and discussions on topics such as: self-awareness, growth mindset, and personal responsibility. These activities and supports are aimed at promoting well-being, academic success, and sense of community.

Senior services programs balances enhanced service coordination with that of community engagement and social isolation prevention. For properties that do not provide adequate service support, residents report higher levels of negative health outcomes such as high blood pressure, cardiovascular diseases, cognitive decline and depression. On site staff are trained to not only design and implement dynamic social activities, but to foster community. Social isolation prevention programming includes the following activities: Recreational and Social Events, Community Safety Initiatives, Leadership Trainings, Technology Training, and Civic Engagement.

Together, the sites are designed to both meet the needs of the residents as well as to activate the Mather community and Schirra Avenue and Bleckely Street. The northwest corner of Schirra Avenue and Bleckely Street will be anchored by a 4,000 sf workforce training center, café, and community space. The workforce training center will serve all residents of MVV as well as bring other local residents into this community. With the existing residents and employees in the area, and the addition of the new residents and users of the workforce center, there will be a need for dining options here. The activation of the corners will be supported by the design, which reduces parking facing the street and focuses on pedestrian-scale, urban typology. As the architect on the previous phases at Mather Field, Mogavero Architects will provide continuity in design and approach to this new development.

This community will ultimately be a dynamic intergenerational community. The services and management will be shared across the sites, with the workforce center and retail connecting both the new sites and the existing Mather Veterans Village.

Section 5: Project Expected Timeline

Milestone	Date	Key Prerequisite Milestone/Contingency
Developer Selection	October 2022	N/A
Negotiation of terms and execution of agreement between Developer and City	November 2022	

Schematic engineering and architectural design, environmental due diligence	November 2022-December 2022	Execution of ENA (or other agreement format)
Design Development and cost estimating	January 2023-February 2023	
Initiate Entitlements, CEQA and NEPA studies	January 2023	
Complete Entitlements, CEQA and NEPA	March 2023	
Apply for HCD funding sources	March 2023	Entitlement Approval and local financing commitment
HCD Awards	September-December 2023	
4%/Bond Application Submittal	February 2024	
4% TCAC/CDLAC awards	June 2024	
Construction documents and cost estimating	June -October 2024	
Closing and construction start	November 2024	
Construction Completion	May 2026	
100% Occupancy	60 days post occupancy approval	

Section 6: Environmental and Entitlements

Our team worked closely with the City of Rancho Cordova for entitlement approval for the earlier phases of Mather Veterans Village. Through the Mather Veterans Village Phase I process, we were able to pursue a Conditional Use Permit and a Categorical Exemption to CEQA in the same zone that Site A is currently in, as well as a determination that Permanent Supportive Housing is a use that is consistent with the zoning standards. Because these two parcels have different zonings, we could approach the entitlements separately or together; this would depend on the fastest option as well as which would best support the financing of this project. Since nearby sites, including our other sites in Mather Field, have received categorical exemptions from CEQA because of infill, we would pursue this while working with the City to identify if a zoning code amendment is required or if there is a pathway on Site A that can be achieved with a CUP (to match the pathway of Site B).

Section 7: Sources and Uses of Funds

As discussed previously, MHC and VHDC are experienced financing partners and this project is structured to best serve our residents but also to be successful in the increasingly competitive financing environment. This project is intended to be financed as one project, allowing for efficiencies in financing, but can be separated and financed separately. This flexibility allows our team to more easily react to changes in regulations for state financing sources and tax credits.

A pro forma is included in the supportive information section, including estimated total development costs and construction costs. The construction costs used in the pro forma reflect costs that our teams are currently seeing in the Sacramento region for conventional site-built wood frame at state and

federal prevailing wages. The development costs include a 10% hard cost contingency. These costs could expect to remain stable or be reduced with the possibility of offsite modular construction for the Senior Site B portion of the project.

We anticipate financing this project through a 4% tax credit and tax-exempt bond financing structure. The majority of the soft financing would come from California Department of Housing and Community Finance sources. In 2022, HCD moved the majority of its financing sources into one, Super Notice of Funding Availability. This has streamlined application requirements and timelines for many of its programs. The Veterans Housing and Homelessness Prevention Program is one of those sources and would be the ideal source for this project. VHHP has limited funds left, however this project would also compete well for the Multifamily Housing Program. The funding amounts for these programs are now the same, so the impact on the project would be minor should we target VHHP or MHP. The assumptions for the HCD source, whether MHP or VHHP, is not maximizing the available loan limits nor does this pro forma maximize the state credit request. This provides cushion for cost increases and changes in the project.

<u>PERMANENT SOURCES OF FUNDS</u>	Amount	Per Unit
TE Bond-Backed Amortizing Loan	7,782,583	64,855
Section 8 Backed Mortgage	-	-
Tax Credit Equity	31,077,721	258,981
AHP	-	-
MHP VHHP	16,750,000	139,583
City County ARPA	4,000,000	33,333
Land/Building Donation	-	0
TOTAL PERMANENT SOURCES	\$ 59,610,304	\$ 496,753

<u>USES OF FUNDS</u>		
Land	-	-
Hard Costs	39,879,221	332,327
Architectural	2,592,149	21,601
Engineering	150,000	1,250
Constr. Int and Fees	4,439,357	36,995
Permanent Financing	122,826	1,024
Legal	165,000	1,375
Reserves	431,326	3,594
Contingencies	4,593,248	38,277
Other Costs	4,637,177	38,643
Developer Costs	2,500,000	20,833
Syndication	100,000	833
TOTAL USES	59,610,304	496,753

Section 8: Conflict of Interest Statement

Mercy Housing California and Veterans Housing Development Corporation, its Board of Directors and officers, to the best of their knowledge, are not involved in any activities or relationships that might create a conflict of interest for the proposer or the City.

Section 9: Exceptions

There are no exceptions to this Request for Qualifications in their entirety.

Section 10: Larger Scaled version of Site Plans



Site Plan - Scale 1" = 50'



/Volumes/COMMONPROPOSALS/222035P Mather RFP 2022 -Mercy/PLN/222035P Mather RFP Site Plan.plt- Printed: Thursday, August 25, 2022, 5:07 PM



Site Plan - Scale 1" = 50'



*Request for Proposals for
Development, Construction, and Operation
Of Veterans Affordable Housing
On the Former Mather Air Force Base
Sept 10, 2022*



Prepared by:

VISIONARY HOME BUILDERS OF CALIFORNIA, INC.





September 09, 2022

Stefan Heisler, Housing Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Affordable Housing Project Development Proposal

Dear Mr. Heisler,

Visionary Home Builders of California, Inc. (VHB) is pleased to submit a proposal in response to the City of Rancho Cordova request for proposals for an Affordable Housing Project Development issued July 22, 2022.

We are excited to present our concept for a multi-family apartment community, 32 Mather Commons. The community will be a mixture of veterans and families coming together in a community atmosphere that will bring housing, supportive services and a sustainable community located on the former Mather Air Force base.

The project will consist of 110 energy efficient units with LEED Certification. 32 Mather Commons community will consist of 5 buildings 3 stories high. The family buildings will be designed to provide 90 apartment units of 2 and 3 bedrooms and 20 apartment units of 1 bedrooms. A mixture of units on the ground floor will be ADA complaint to accommodate Veterans and their families with accessible units.

VHB has a history of collaborating with Social Services in the area to provide resident services connecting housing and transportation/health/education, based on the need of the community. If VHB is awarded this RFP, we will provide office space for community services providers to allow for easy access for our residents.

VHB has been an affordable housing developer in the Central Valley since 1983 and has built and rehabilitated more than 1,400 units of rental housing and 900 residential homes. Our most recent project, Liberty Square, which also targets the veteran population, is providing affordable housing to a growing community. A few blocks away, being constructed is our Grand View Village development that will bring 74 family units to the downtown area to include a Head Start Program, social services and 10,000 square foot grocery store. VHB's mission is to create and advocate for healthy, vibrant, and safe communities through the development of affordable housing.

We would like to request to be considered for the development, construction, and operation of the Veterans Affordable Housing on the former Mather Air Force Base in Rancho Cordova. We have demonstrated the eligible experience criteria and have compiled information reflecting our organization's experience, capacity, services, and general conceptual plan for the future rental project.



ITEM 19.2

ATTACHMENT 4

Building Homes, Strengthening Communities

As the Chief Real-Estate Development Officer for VHB, I will be the designated authority to act as the primary contact for VHB. I fully accept all the requirements and conditions found within this Request for Proposals, and possess full authority to execute and/or bind all contractual agreements.

Justin Llata, CRED & Executive Vice President
Visionary Home Builders of California, Inc.
315 N. San Joaquin Street
Stockton, CA 95202
209.466.6811
dev@visionaryhomebuilders.org

We are acutely aware of the severe lack of affordable housing across California and the importance to expand housing opportunities. We are proud to be a strong advocate for healthy, vibrant and safe communities through the development of affordable housing and educational opportunities for families, veterans and individuals of low and moderate-income. It is our passion.

Thank you for the opportunity to present our proposal.

Sincerely,

DocuSigned by:

03F8EDDA03ED45E...

Justin Llata, Chief Real-Estate Development Officer

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3. Qualifications and Experiences

Visionary Home Builders (VHB) has a long-lasting relationship with BSB Designs, BaseCamp Environmental and numerous general contractors. VHB will be the developer and manager of operations after construction. VHB has almost 40 years developing projects in the Central Valley and has been managing its properties for the last 7 years. BSB Design will be the architect for this project. BSB design has produced ground-breaking architecture, planning and design for over 50 years. VHB has worked with BSB Design on multiple projects within the last 5 years. Recently, entitlements were received in Merced, CA for a farmworkers housing consisting of 105 units at the beginning of this year. VHB has also been working with BaseCamp Environmental for over a decade. BaseCamp specializes in the preparation of environmental impact assessment documents satisfying California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements. VHB has numerous contractors we have used throughout our 40 years of developing. VHB has built great relationships with contractors throughout Northern and Central California.

Visionary Home Builders key staff are Carol Ornales, Justin Llata and Marisela Fuller. Exhibit A and B.

BSB Designs key staff are Burke Baire, Mal Montoya and Paul Patirupananda. Exhibit C

BaseCamp Environmental key staff is Charlie Simpson. Exhibit D.

Developer/General Partner – Visionary Home Builders

Since 1983, Visionary Home Builders of California, Inc (VHB) is one of the Central Valley's leading non-profit affordable housing developers. VHB is headquartered in Stockton, CA and has served several communities ranging from Sacramento to Fresno. In 1983, VHB was created when a group of farmworkers came together to improve living conditions for themselves and other low-income families. Since its founding, VHB's mission has been to create and advocate for healthy, vibrant, safe communities through the development of affordable housing and educational opportunities to families, seniors, and individuals of low and moderate income.

VHB most recently completed construction on a 74-unit, multi-family community, Liberty Square which is in the heart of downtown Stockton. It completed construction in December of 2021 and was fully leased within a month. The multi-family project targets our veteran population in a prime location with resources within walking distance. The site provides childcare for children aged two through kindergarten age for its tenants and the surrounding community. Liberty Square also leases out office space to Catholic Charities, who provide social services and case management to the veterans and tenants of the project. VHB quickly formed partnerships that enabled tenants to access VASH vouchers ensuring access to housing for the most vulnerable veteran populations.

For the proposed project, VHB will be responsible for the development, construction, ownership, management, and operation of the project, including but not limited to obtaining planning,

designing, and entitlement permits. VHB will adhere to the developer's role in the RFP and will accept responsibility for all aspects of the project, if selected. VHB will be committed to working in tandem with local organizations, the localities, and the general community to ensure the project developed is what the community is seeking.

Property Management Company – Visionary Home Builders

In 2015, VHB created VPMG to carry out its goal of maintaining the integrity of structure, compliance, and to continue strengthening the community. Visionary Property Management Group (VPMG) will manage the RFP project following completion of construction. VPMG is the division of Visionary Home Builders of California, Inc., which currently oversees a portfolio of over twenty-seven properties. Nineteen of those properties are tax credit communities. A total of five sites are HUD affiliated developments, while three other locations are participating in USDA Rural Development Programs. The remaining sites are layered with HOME, Local City and County programs, various HCD sources, Bonds, MHP and NSP funds, among others illustrating expert-level experience with projects structured as the proposed project, 32 Mather Common. (Exhibit A)

Architect – BSB Designs

BS Design has produced ground-breaking architecture, planning and design since 1966. Following the tradition of our founder, Jack Bloodgood, a pioneer in modern residential architecture and planning, we have helped recreate housing industry standards by focusing on individual market needs, strengths, and opportunities. BSB design has offices in nine states, including California. (Exhibit B)

Environmental – BaseCamp Environmental, Inc.

BaseCamp Environmental specialized in the preparation of environmental impact assessment documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and the often-intensive environmental planning and problem-solving needed to successfully complete the environmental review process. BaseCamp draws from an extensive experience throughout various communities and a wide range of environmental settings within Central and Northern California. Having handled numerous complex and controversial projects, BaseCamp is comfortable navigating new and dynamic project circumstances.

General Contractor – TBD

Visionary Home Builders (VHB) has worked with numerous general contractors who we feel can complete a project within a timely manner and with quality workmanship. VHB's goal is to provide employment to contractors who provide the area with an economic boost with employment and business from the construction workers. VHB has been contracting with General Contractors for almost 40 years and has developed and maintained relationships to ensure our projects are exceptional.

4. Project Description – 32 Mather Commons

Visionary Home Builders of California is excited to present to you 32 Mather Commons. This proposed project will be located at the former Mather Air Force Base in Rancho Cordova. The 120-unit project will target our veteran population and their families by providing multi-family housing as well as access to resources that will provide veterans, their spouses, and children the ability to be self-sufficient in a community designed for them.

32 Mathers Commons will join two parcels into a single community. The site will begin at Parcel A (APN 067-1040-006) and continue to Parcel B (APN 067-0010-093). This site will be designed to encompass placemaking elements by targeting inclusiveness and promoting healthy community engagement.



The many nearby amenities allow 32 Mather Commons residents to conveniently walk to resources and entertainment. The community is adjacent to a Headstart, close to several bus stops, parks, grocery store (Sprouts 2025) and health care facilities. Residents will be walking distance to the Mather Sports Center, Mather VA Hospital, and Mather Farmers Market which is open every Wednesday and Friday.

The veteran population targeted will be veterans and their families. According to a Scholarly Journal published in 2005 by Fisher, et.al, Veteran family

support and involvement was desired by both the veteran and families when receiving mental health services. Having a family setting where veterans and their families can thrive is crucial to our community, we are creating at 32 Mather Commons.

32 Mather Commons will have placemaking features throughout its site plan to create an energizing and . The two sites will join with a vertical crosswalk to encourage interaction and community engagement. The open space and energetic environment will encourage families to interact and socialize. Residents will develop a connection to their community and each other. Site A will consist of the Enrichment Center, which will provide office space for social service providers. The social services provided would be determined based on the needs of the community. With a Headstart adjacent to the project, 32 Mather Commons will seek to develop partnerships with organizations like the Boys & Girls Club in hopes of giving an older age group opportunities to access healthy activities and educational experiences. This age group is often forgotten but with local support, it is our hope we can help our young residents in a happy and productive environment. 32 Mather Commons will also partner with the VA to access additional resources, services, and case management to ensure our residents thrive in this vibrant community.

32 Mather Commons Site A will incorporate designs honoring the history of the community. Elements such as a flag, murals and artwork will be included in honor of our veterans living in the community. Visionary would also like to acknowledge the City of Rancho Cordova for the donated land enabling the development of housing to meet the needs of veterans and their families in a celebratory dedication ceremony following the opening of 32 Mather Commons.

Throughout both sites, there will be plenty of trees to tie in both sites, but in the middle of Site A, there will be a tree to also embrace the third consecutive year, the City of Rancho Cordova has earned the Tree City USA designation from the Arbor Day Foundation for growing its urban tree canopy, as well as the Tree City USA Growth Award for the increased level of tree care and community engagement.

The new construction project will bring forth new affordable housing to the area by utilizing two vacant parcels. There will be a total of 5 buildings, three stories high. The leasing office and community center will be in a single-story building at the center of the lively and attractive environment designed with the intention to create a charming and welcoming space for fun and where neighbors can connect with each other. The site will include a basketball court, two playgrounds, plenty of open space, and outdoor bike parking. It is quite common for veterans to have dog companions and 32 Mather Commons will have a dog run to encourage veterans to socialize with their support pets. There will be a teen center, community space and two playgrounds for residential use. The community will offer social services programs, a computer lab, and open community space to be used for tenant meetings, workshops and educational classes provided by Visionary Home Builders Property Management team.

The site layout will have 20 one-bedroom units, 60 two-bedrooms units and 30 three-bedrooms units totaling 110 dwelling units of which one two-bedroom and one three-bedroom unit will be reserved for onsite management. The residential unit amenities will include energy star rated refrigerators, stoves/ovens, washer, and dryers, and energy-efficient mini-split air conditioning systems. The Project will serve low-income families with the main design goal to create an overall sense of community. The Project will comprise of 66 assisted units to be occupied by low income (30%-60% AMI) resulting in monthly net rent between \$495-\$1456. The other 42 units will be 70%-80% AMI with a monthly net rent of \$1,255-\$1,982.

The proposed rents for this project are listed below:

AMI Levels	1-bedroom	2-bedroom	3-bedroom
30%	\$495	\$584	\$665
50%	\$875	\$1040	\$1192
60%	\$1065	\$1268	\$1456
70%	\$1255	\$1496	\$1719
80%	\$1445	\$1724	\$1982

32 Mather Commons will promote an intergenerational community and serve residents who meet the AMI's for Sacramento County income levels for 30%, 50%, 60%, 70% and 80%. All units will be rent restricted except for the manager's units. Section 8 vouchers will be accepted, which may allow for the attainment of lower AMIs.

AMI Levels	Number of Units
30%	11
50%	22
60%	33
70%	33
80%	9

The total cost to build 32 Mather Commons with its 120 units and community/resource center will be \$62,704,162 (\$522,535 per unit).

5. Project Expected Timeline

Through political and public demand, Visionary Home Builders (VHB) believes that this project can start construction in a span of two years. If selected, VHB and partners will achieve all milestones to meet his goal. This includes the local entitlement process, submittal of CTCAC 4% and AHP applications, awards announcements, and post logistics such as submittal performance deposits, completing plans, and construction bidding.

Milestones	Dates	Key Prerequisite Mileston/Contingency
Attain RFP reward	Jan 2023	Secure Site Control
Environmental Review	Mar	
Zoning Change Permit	Apr	
Land Use	Apr	
City and County ARPA funds	May	
Site Plan and Design Review	June	
Cal HFA (MIP)	Feb 2024	Need Site Control and Entitlements to apply
4% CTCAC/CDLAC bond	Mar	
Building Permits	June	
Construction Loan Closing	June	Need Building Permits to Close
Construction Begins	Sept	Must be in construction 180 days after award of 4% CTCAC/CDLAC bond
Construction Completed	Sept 2026	
Placed in Service	Sept	
Occupancy	Dec	

*These estimated dates are based on Visionary Home Builders of California, Inc.'s experience in development and familiarity with a new construction process. VHB also has experience in applying for funds and working with tight deadlines like those in the TCAC application. VHB understands the process of construction and getting plans approved by the City and County.

6. Environmental and Entitlements

Visionary Home Builders will rely on BaseCamp Environmental, Inc. to determine the level of environmental review anticipated for this project. BaseCamp Environmental specializes in the preparation of environmental impact assessment documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The land will be screened for biological and cultural resources, to determine if environmental mitigation measures were taken at the time of decimation of the air force base. Potential contamination of hazardous material will be screened to ensure the site follows State and Federal requirements to maintain a safe environment during construction and its future residents.

Upon approval to move forward after the Environmental review has been completed, VHB will submit to the City of Rancho Cordova a zone change for Parcel A to multi-family residential. Once this has been completed, VHB will secure ARPA funds from the County and City allotted through this RFP. Lastly, VHB will submit for site plan and design review with the City planning committee.

7. Sources and Uses

a. Funding sources and proposed amounts

SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS	
					Total Permanent Debt:	9,756,000
Tax-Exempt Perm Loan	9,756,000	6.080%		40.0	Term - 17 yrs. / yr "AAA" MMD - 3.000%	Spread - 200 bps
City ARPA	2,000,000	3.000%	1.788%	55.0		Per Unit: 18,162
County ARPA	2,000,000	3.000%	1.788%	55.0		Per Unit: 18,162
AIR	1,000,000	3.000%	1.788%	55.0		Per Unit: 9,081
MIP	4,878,000	3.140%	3.140%	55.0		Per Unit: 44,345
Deferred Developer Fee	1,300,000	0.000%	0.000%		Priority	1,300,000 Non-Priority 0
Capital Contributions						
Limited Partners	41,707,312				Fed LIHTC: \$0.94	State LIHTC: \$0.87
TOTAL SOURCES	62,641,312					
Surplus/(Shortfall)	0					

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B	INVESTOR EQUITY STACK		OTHER ASSUMPTIONS	
Base Rate	6.030%	6.030%			Current AFR:	3.14%
Cushion	1.000%	1.000%			AFR Month:	Sep-22
MIP	0.000%	0.000%			AFR Cushion:	0.00%
GNMA/Servicing	0.000%	0.000%			Total UNW AFR:	3.14%
Issuer	0.050%	0.050%	4.000	lower min		
Trustee	0.000%	0.000%	0	per annum		
Rating	0.000%	0.000%	0	per annum		
Remarketing	0.000%	0.000%	0	per annum		
Rebate Analyst	0.000%	0.000%	0	per annum		
Total	6.080%	6.080%				

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS	
Tax-Exempt Construction Loan	31,278,486	6.540%	32		
Taxable Construction Loan	19,705,007	6.750%	32		
City ARPA	2,000,000	3.000%	32		
County ARPA	2,000,000	3.000%	32		
AHP	1,000,000	3.000%	32		
Costs Deferred Until Conversion	1,187,088			See page 2 - right column	
Deferred Developer Fee	1,300,000				
Capital Contributions					
Limited Partners*	4,170,731			LP Equity - Construction Period	
TOTAL SOURCES	62,641,312			Total Equity During Const.	4,170,731
Surplus/(Shortfall)	0				10.00%
Sources Less Deferred To Conversion:	61,454,224			Syndication Costs	151,000
				Net Equity for TCAC	4,019,731

CONSTRUCTION LOAN INTEREST RATE		CONSTRUCTION LOAN VALUATION		TAX-EXEMPT BOND DATA	
Index Type:	Term SOFR	Restricted NOI	749,222	50% Test (see Page 7)	53.00%
Current Index:	2.62%	QAR	5.00%	Issuer Inducement:	TBD
Spread:	1.75%	FMV per NOI	14,984,436	CDLAC Allocation:	TBD
Base Interest Rate (not including cushi)	4.37%	Agg. Credit Value @ 0.9171	41,707,312	Percent of CDLAC Allocation	0.00%
Cushion - Total	2.17%	Perm-Only Soft Debt	4,878,000	Const-only portion:	21,522,486
Interest Rate (All-In)	6.54%	Total Value	81,569,748		
		LTV:	85.00%	CDLAC Per-Unit Limit	64,820,000
Cushion Includes:		Max. Const. Loan Amount	52,334,286	CDLAC 65% Limit	32,458,807
1% underwriting cushion		Commitment Amount	TBD	50% Test Target	53.00%
1.17% increase to close				Target Limit	31,278,486

b. No funding commitments at this time.

c. Table of Sources and Uses

		Tax Exempt Perm Loan	City ARPA	County ARPA	AHP	MIP	Deferred Developer Fee	Capital Contributions
NEW CONSTRUCTION								
Hard Costs-Unit Construction	37,000,000	9,756,000	2,000,000	2,000,000	1,000,000	4,878,000		17,366,000
Personal Property in Construction Con	200,000							200,000
Site Improvements/Landscape	5,742,000							5,742,000
GC - General Conditions	1,200,000							1,200,000
GC - Overhead & Profit	1,236,000							1,236,000
GC - Bond Premium	448,050							448,050
Contingency - Owner's Construction	2,291,303							2,291,303
SOFT COSTS								
Architecture - Design	500,000							500,000
Engineering	500,000							500,000
ALTA Survey	15,000							15,000
Environmental Consulting	85,000							85,000
Local Development Impact Fees	800,000							800,000
Local Permits/Fees	500,000							500,000
Utility Connection Fees	515,000							515,000
Security During Const	450,000							450,000
Real Estate Taxes During Const	30,000							30,000
Insurance During Const	150,000							150,000
Appraisal	9,000							9,000
Market/Rent Comp Study	15,000							15,000
Soft Cost Contingency	482,000							482,000
Predev. Loan Interest/Fees	100,000							100,000
Construction Loan Interest	3,613,916							3,613,916
Title/Recording/Escrow - Construction	55,000							55,000
Title/Recording/Escrow - Permanent	25,000							25,000
Legal (Owner): Construction Closing	50,000							50,000
Permanent Closing	5,000							5,000
Organization of Ptnshp	5,000							5,000
Syndication - GP	35,000							35,000
Syndication Consulting	95,000							95,000
Audit/Cost Certification	16,000							16,000
TCAC Application/Res/Monitoring Fee	76,788							76,788
Marketing	60,000							60,000
Furnishings Not in Contract	60,000							60,000
Capitalized Operating Reserve (3 mos	366,988							366,988
Developer Fee	3,500,000						1,300,000	2,200,000
COSTS OF ISSUANCE								
Issuer Application Fee	5,000							5,000
Issuer Fee - Upfront	48,139							48,139
Issuer Fee -Annual During Const.	31,278							31,278
Construction Lender Origination Fee	382,376							382,376
Construction Lender Expenses	50,000							50,000
Construction Lender Counsel	60,000							60,000
Permanent Lender Expenses	12,000							12,000
Permanent Lender Counsel	35,000							35,000
Permanent Loan Origination Fee	97,560							97,560
Other Perm Bond Fee: CalHFA Perm I	110,000							110,000
Other Perm Bond Fee: CalHFA Admin	1,000							1,000
CDLAC Fee	10,947							10,947
CDIAC Fee	5,000							5,000
Subtotal - Financing/Costs of Issuance	848,301							848,301
TOTAL DEVELOPMENT COSTS	62,641,312	9,756,000	2,000,000	2,000,000	1,000,000	4,878,000	1,300,000	41,707,312
DC Per Unit	569,466							
DC Net of accrued interest:	62,641,312							
DC TCAC	62,490,312							

8. Conflict of Interest Statement

Visionary Home Builders of California, Inc. (VHB) submission to the response of the Development, Construction, and Operation of Veterans Affordable Housing on the Former Mather Air Force Base Response For Proposals does not pose a conflict of interest with our organization's current activities or relationships to the proposer of the RFP or to the City. No such activities or relationships exist that pose legal implications for either party.

9. Exceptions

Visionary Home Builders is not requesting any exceptions from requirements from this RFP other than the limit of pages and to provide references upon request to due maximum of 30 MG file size allowed.

10. Supportive Information Exhibits

Exhibit A. VHB Resume

Exhibit B. VPMG & VHB Developments

Exhibit C. BSB Design

Exhibit D. BaseCamp Environmental Resume

Exhibit E. VHB Draft Annual Budget/ VHB Major Sources of Funding

Exhibit F. VHB References

Exhibit G. Preliminary Design Sketches, Site and Unit Layout and Landscape Plan



CAROL J. ORNELAS, CEO

Carol J. Ornelas is a visionary and advocate for providing quality “affordable housing” for families within the Central Valley – Fresno, San Joaquin, Sacramento, and Stanislaus. For the past 30 years, she has been the Chief Executive Officer for Visionary Home Builders of California, Inc. (VHB), a non-profit residential development company headquartered in Stockton, California. Carol Ornelas serves with distinction as the first female developer in the Central Valley and is highly recognized as a national leader in the non-profit housing development community. Her strength is in building and creating partnerships within the communities she serves and collaborating with City, State, and National officials to provide quality “affordable housing.” Under Carol’s direct leadership, VHB has built and rehabilitated more than 1,400 units of rental housing and more than 900 residential homes for first time homebuyers in the Central Valley of California. She has been able to bring over \$700 million dollars in grants and private dollars to develop affordable housing in the San Joaquin Valley.



JUSTIN LLATA, Chief Real Estate Development Officer

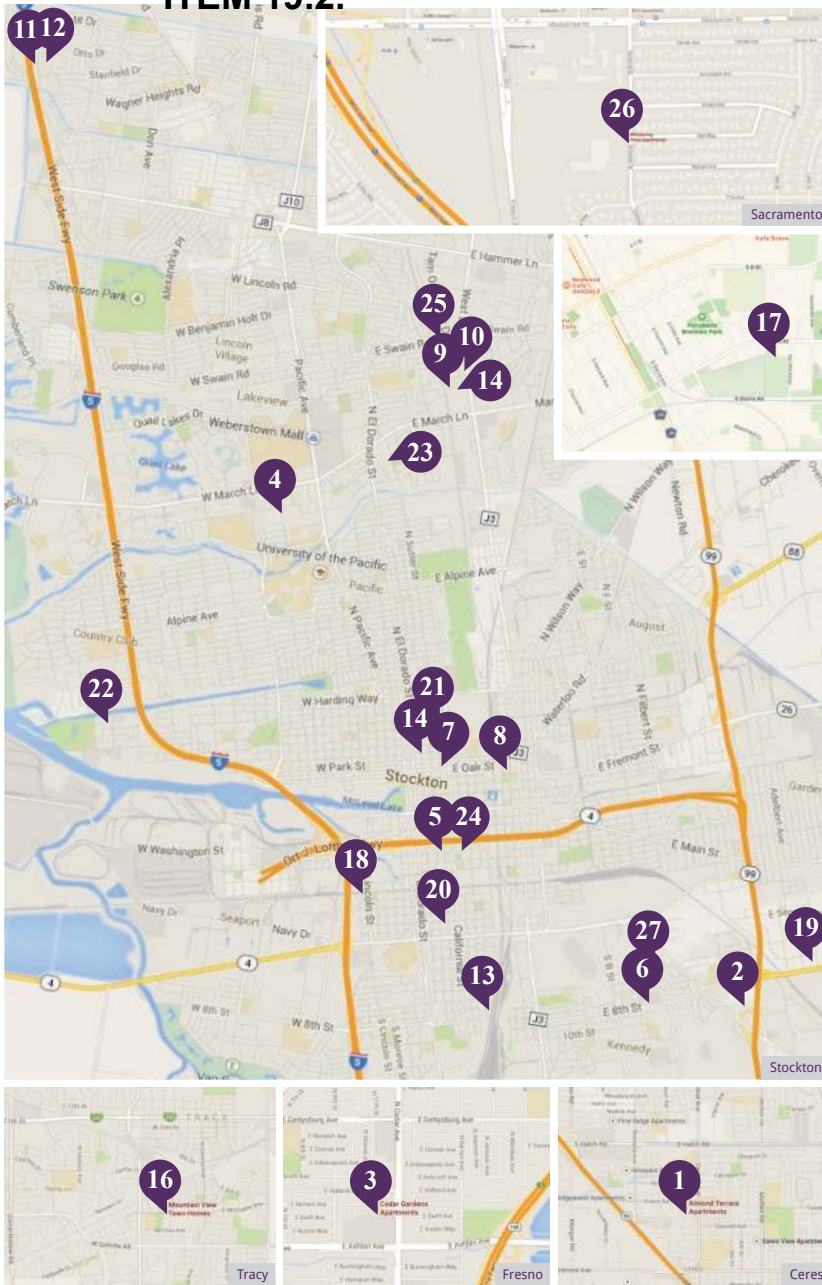
Justin Llata has more than fifteen years in real estate development and ten years in executive management and leadership at VHB. He is committed to community development and has been an advocate for positive affordable housing policy and policy changes throughout his career. With involvement in all aspects of the business and operations at VHB, his responsibilities include development, construction, finance, property management, and asset management.

Most recently, he was highly involved in building out the agency’s pipeline of major development projects, which includes the oversight of \$350 million in past projects utilizing private and public funding to include tax credits, HUD, USDA, State and local sources. Over the course of his tenure with the organization, his leadership of acquisitions, rehabilitations, as well as the new construction of multi-family housing, has played a pivotal role in the growth and success of VHB, guiding it into a premier, nonprofit housing developer.



MARISELA FULLER, Real Estate Development Manager

Marisela Fuller joined Visionary Home Builders in 2019. After a successful year managing Visionary’s portfolio as an Asset Manager, she was promoted to Development Manager. Marisela has over 10 years of experience in multi-family affordable, market rate and public housing sectors. She was the first in her role with Housing Authority of Sacramento, (SHRA) to be assigned a portfolio of over 450 units, managing the joint agency’s public housing stock while facilitating federal, state and local requirements following an awarded 330 million dollar, Choice Neighborhood Planning and Implementation Grant. She has managed sites throughout the Bay Area and Northern California for ConAm Management and USA Properties Fund. Marisela is a Certified Asset Management Specialist and has held her real estate license with CalBRE since 2013. She brings comprehensively knowledge of affordable housing programs and regulations.



1. Almond Terrace Apartments 2, 3, 4, Bedrooms 2004 Evans Rd. Ceres, CA 95307 (209) 537-5959 - (Multi Family Housing)	11. Emerald Pointe Townhomes I Duplex 2, 3, Bed Triplex 2, 3, Bed 9537 Kelley Dr. Stockton, CA 95209 (209) 952-3182 - (Multi Family Housing)	21. Villa Isabella 1 Bedrooms 1120 N. Sutter Street Stockton, CA 95202 (209) 466-6811 - (Multi Family Housing)
2. Casa De Esperanza Studio, 2, 3, 4, Bedrooms 2260 S. Netherton Ave. Stockton, CA 95205 (209) 469-2333 - (Farm Worker Housing)	12. Emerald Pointe Townhomes II 2, 3, Bedrooms 9537 Kelley Dr. Stockton, CA 95209 (209) 952-3182 - (Multi Family Housing)	22. Villa Montecito 2, 3, 4, Bedrooms 1339 Kingsley Ave. Stockton, CA 95203 (209) 547-9088 - (Multi Family Housing)
3. Cedar Gardens 1, 2, 3, Bedrooms 4327 N. Cedar Ave. Fresno, CA 93726 (559) 229-7004 - (Multi Family Housing)	13. Grant Village Townhomes 2, 3, 4, Bedrooms 2040 Sikh Temple Street Stockton, CA 95206 (209) 462-5583 - (Multi Family Housing)	23. Villa Monterey 1, 2, Bedrooms 4707 Kentfield Rd. Stockton, CA 95207 (209) 888-5365 - (Multi Family Housing)
4. Chateau de Lyon 1, 2, 3, Bedrooms 1020 Rosemarie Lane Stockton, CA 95207 (209) 888-4382 - (Multi Family Housing)	14. Liberty Square Studio, 1, 2, 3 Bedrooms 804 N. Hunter Street Stockton, CA 95202 (209) 645-3973 - (Multi Family Housing)	24. Vintage Plaza 3 Bedrooms 352 Malbec Ct. Stockton, CA 95203 (209) 463-7900 - (Multi Family Housing)
5. Church Street Triplex 2 Bedrooms 422 E. Church St. Stockton, CA 95203 (209) 463-7900 - (Multi Family Housing)	15. Marquis Place 2, 3, Bedrooms 5315 Carrington Cir. Stockton, CA 95210 (209) 475-9007 - (Multi Family Housing)	25. Westgate Townhomes 2, 3, 4, Bedrooms 6119 Danny Dr. Stockton, CA 95210 (209) 474-7471 - (Multi Family Housing)
6. Community of All Nations 1, 2, 3, Bedrooms 2172 Dockery Court Stockton, CA 95206 (209) 466-0304 - (Multi Family Housing)	16. Mountain View Townhomes 2, 3, 4, Bedrooms 377 W. Mt. Diablo Ave. Tracy, CA 95376 (209) 832-2749 - (Multi Family Housing)	26. Whispering Pines Apartments 1, 2, 3, Bedrooms 7610 Amherst St. Sacramento, CA 95832 (916) 391-7439 - (Multi Family Housing)
7. Delta Plaza Apartments Studio, 1 Bedrooms 702 N. San Joaquin St. Stockton, CA 95202 (209) 464-9212 - (Senior Housing)	17. Oak Leaf Meadows 2, 3, Bedrooms 1135 E. J Street Oakdale, CA 95361 (209) 461-2123 - (Multi Family Housing)	27. Wysteria Townhomes 2, 3, 4, Bedrooms 1921 Pock Ln. Stockton, CA 95205 (209) 451-3257 - (Multi Family Housing)
8. Dewey Apartments 1, 2, Bedrooms 507 N. Pilgrim Stockton, CA 95205 (209) 464-9212 - (Multi Family Housing)	18. Santa Fe Townhomes 2, 3, 4, Bedrooms 639 W. Worth St. Stockton, CA 95206 (209) 463-1355 - (Multi Family Housing)	
9. Diamond Cove Townhomes I 2, 4, Bedrooms 5343 & 5358 Carrington Cir. Stockton, CA 95210 (209) 474-9150 - (Multi Family Housing)	19. Valle Del Sol 2, 3, 4, Bedrooms 4701 Farmington Rd. Stockton, CA 95215 (209) 944-5699 - (Farm Worker Housing)	
10. Diamond Cove Townhomes II 2, 3, 4, Bedrooms 5506 Tam O'Shanter Dr Stockton, CA 95210 (209) 475-9007 - (Multi Family Housing)	20. Villa de San Joaquin 2, 3, 4, Bedrooms 324 E. Jackson St. Stockton, CA 95206 (209) 941-9349 - (Farm Worker Housing)	

ITEM 19.2.

FIRM OVERVIEW



LEGAL NAME:
BSB Design, Inc.

CORPORATE OFFICE ADDRESS:
4601 Westown Parkway, Suite 208
West Des Moines, IA 50266

OTHER OFFICES:
Charlotte, NC
Chicago, IL
Dallas, TX
Denver, CO
Kansas City, MO
Los Angeles, CA
Orange County, CA
Philadelphia, PA
Phoenix, AZ
Sacramento, CA
Tampa, FL

PRIMARY REPRESENTATIVE:
Daniel R. Swift, AIA
President & CEO | Chairman
dsuiff@bsbdesign.com
515.273.3020

CURRENT STATE LICENSURE:

Alabama	Minnesota
Arkansas	Missouri
Arizona	Mississippi
California	Nebraska
Colorado	Nevada
Connecticut	New Jersey
Delaware	New York
Florida	North Carolina
Georgia	Ohio
Hawaii	Oregon
Iowa	Pennsylvania
Indiana	Rhode Island
Kansas	South Carolina
Kentucky	Tennessee
Louisiana	Utah
Massachusetts	Virginia
Maryland	Vermont
Michigan	Washington
	Washington, D.C.

BSB Design has produced ground-breaking architecture, planning and design since 1966. Following the tradition of our founder, Jack Bloodgood, a pioneer in modern residential architecture and planning, we have helped recreate housing industry standards by focusing on individual market needs, strengths and opportunities. Our clients enjoy excellent service, innovative solutions and unequalled expertise.

With 12 offices nationwide, BSB Design specializes in unique residential housing communities in all price ranges throughout the United States and abroad. We have access to nationwide trends and ideas that inspire our design creativity as we develop tools our clients use to build new opportunities in today's competitive marketplace. From architectural design and planning to community identity packages, BSB Design offers a complete line of services to develop any project to its fullest potential.



MARKET SEGMENTS

Market Housing | Multifamily | Affordable Housing | Student Housing | Senior Housing
Club Design | Commercial | Community Design | Interior Design | Structural Engineering

SERVICES

Architecture

- Concept & Schematic Design
- Charette Consultations
- Product Programming/Market Research
- Artwork & Graphics
- QA/QC

Community Design

- Community, Master & Parcel Planning
- Landscape & Hardscape Design
- Identity Packages, Neighborhood Development, Theming & Branding
- Density & Feasibility Studies
- Site Zoning Assessment

Interior Design

- Planning
- Exterior Concepts & Theming
- Brand Strategies & Positioning

Structural Engineering

- New Construction Structural Design
- Existing Building Analysis & Inspections
- Construction Documents & Specifications

Additional Services

- Construction Administration
- HUD Prime Architect
- Third Party QA/QC

BSBDESIGN.COM



BURKE BAIR

PRINCIPAL



Burke Bair is a Principal in the Sacramento office of BSB Design, a nationally recognized planning and design firm with offices in major markets across the country. Founded in 1966, the firm provides architecture, land planning and a wide range of supporting services to for-profit builders and developers throughout the United States and abroad.

PROFESSIONAL EXPERIENCE

Mr. Bair has 21 years of experience in residential architecture throughout California, Arizona, Colorado, Utah and the Pacific Northwest with design expertise in all types of product, including single family development, single family built for rent communities, small lot cluster homes, townhomes, rental apartments, infill development and entitlements. He has an extensive background in project management, construction documents, staff management and field coordination. He currently directs the business development, contracts, budgeting, design, management and scheduling of staff and projects for the Sacramento office of BSB Design.

REPRESENTATIVE PROJECTS

BlackPine Communities | The Farmhouse | Folsom, CA
BlackPine Communities | The Creamery | Sacramento, CA
Holmes Homes | Daybreak | South Jordan, UT
Wasatch Residential Group | Arcadia | Sandy City, UT
Wasatch Residential Group | Veranda | Draper, UT
Wasatch Residential Group | Garden Lofts | Salt Lake City, UT
A.G. Spanos Companies | BDx | Rancho Cordova, CA
A.G. Spanos Companies | Alira | Sacramento, CA
Guardian Capital | Strada 1200 | Vacaville, CA

AWARDS

NAHB's Best in American Living Award

Single-Family Detached Home 2,001 - 2,500 sq. ft. | Crocker Village - Alley Row - Plan 6
Petrovich Development/BlackPine Communities
Single Family Detached | The Farmhouse | BlackPine Communities
Single Family Attached | Highlands Village Unit 2 | Pardee Homes
Rental Development up to 4 Stories | Plaza at Sierra | Related Companies
Active Adult Housing - Best Affordable Rental | Plaza at Sierra | Related Companies

Gold Nugget Grand Award

Home of the Year | Crocker Village - Alley Row - Plan 6 |
Petrovich Development/BlackPine Communities
Best Affordable Project - Under 30 du/ac | Plaza at Sierra | Related Companies
Best Age Qualified Housing | Multifamily Community | Plaza at Sierra | Related Companies

Sacramento MAME Award

Best Detached Home - Under 2000 s.f. | The Creamery | BlackPine Communities
Best Architectural Series | The Creamery | BlackPine Communities
Best Architectural Series | The Farmhouse | BlackPine Communities
Best Multifamily Community | BDx | Rancho Cordova, CA

IBS Nationals Awards

Best Single Family Detached Model Home 2,000 to 2,500 sq. ft. | Gold Award
Crocker Village - Alley Row - Plan 6 | Petrovich Development/BlackPine Communities

BSBDESIGN.COM

EDUCATION
Bachelor of Science in Business with
Project Management Certificate
University of Phoenix | Phoenix, AZ

PROFESSIONAL AFFILIATIONS
Building Industry Association,
Member

Building Industry Association,
Associates Council Member

HomeAid Sacramento, Build and
Cares Committee

HomeAid Sacramento, Board
Member

ATTACHMENT 4



DESIGN TEAM

The core BSB Design project team for The City of Rancho Cordova's Veterans Affordable Housing project will include personnel with expertise in visioning, land planning, community design, landscape architecture and architectural design. In addition, BSB Design team members from other disciplines may contribute to the project, including structural engineering, interior design, and others.

Initially, six individuals will engage with The City, Burke Bair, Principal in Sacramento, will be the primary contact for all correspondence. Full resumes for each of these six team members are provided on the following pages.



BURKE BAIR

Principal
BSB Design - Sacramento
P: 916.550.9720
E: bbair@bsbdesign.com



DIRK THELEN

Principal - Residential Architecture
BSB Design - Los Angeles
P: 424.266.6935
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JIM WILLIAMS

Director of Residential Architecture
BSB Design - Sacramento
P: 424.266.6869
E: jwilliams@bsbdesign.com



MAL MONTOYA

Director of Production
BSB Design - Sacramento
P: 916.550.9723
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PAUL PATIRUPANANDA

Community Designer
BSB Design - Orange County
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SHANNON GORDON

Community Designer
BSB Design - Kansas City
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BSBDESIGN.COM



MAL MONTOYA

DIRECTOR OF PRODUCTION



Mal Montoya is Director of Production in the Sacramento office of BSB Design, a nationally recognized planning and design firm with offices in major markets across the country. Founded in 1966, the firm provides architecture, land planning and a wide range of supporting services to builders and developers throughout the United States and abroad.

PROFESSIONAL EXPERIENCE

Mal has over 30 years of experience in commercial, residential, senior living, medical, historic renovations and institutional projects. Since joining BSB Design, he has focused primarily on multifamily project management, overseeing the production and design teams for a wide range of building types, including senior living and commercial projects. His project portfolio with BSB Design includes work throughout California. Mal is an accomplished team leader with a keen sense of detail. He remains proficient in AutoCAD and was an early adopter of Revit, which helps him easily interact and coordinate among production staff at any point in the product development process.

REPRESENTATIVE PROJECTS

AG Spanos | Natomas Crossing Apartments & Clubhouse | Vacaville, CA
Guardian Capital | Casa Dei Vista Apartments & Clubhouse | Vacaville, CA
Guardian Capital | 170-unit Independent Senior Living & Clubhouse | Vacaville, CA
AG Spanos | Green Valley II Apartments & Clubhouse | Fairfield, CA
AgeMark Senior Living | Country House Assisted Living & Memory Care | Multiple Locations
JEA Senior Living | Assisted Living & Memory Care | Sacramento, CA
Mercy San Juan Medical Center | Medical Offices | Sacramento, CA
Private Medical Office | Northern California

EDUCATION
AA in Architectural Design & Drafting
Phoenix Institute of Technology
Phoenix, AZ

Undergraduate Courses in
Architecture & Engineering
Temple University | Philadelphia, PA

PROFESSIONAL AFFILIATIONS
American Institute of Architects,
Associate Member

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BDX AT CAPITAL VILLAGE
A.G. SPANOS COMPANIES | BRANCHO CORDOVA, CA
Multifamily Infill Redevelopment - 194 Units, 318 Parking Spaces
Total Units: 194
1 and 2 Bedroom Units
318 Parking Spaces
Clubhouse: 7,080 sq. ft.

ITEM 19.2



38° NORTH
KENNEDY WILSON | SANTA ROSA, CA
Multifamily Infill For Rent Apartments - Affordable Housing - 120 Units, 215 Parking Spaces
Total Units: 120
1 and 2 Bedroom Units
215 Parking Spaces
Clubhouse: 3,419 sq. ft.

ATTACHMENT 4



AFFORDABLE HOUSING



ARBOR GREEN

Arbor Green is a three-story affordable family community with a contemporary wood design. The 40 apartment homes are comprised of one, two and three-bedroom units. Outdoor recreation, a priority for the large family population, is nestled at ground level in the center of the development, creating a nurturing environment where residents enjoy a host of family-oriented amenities including a tot lot, barbeque areas, community gardening plots and passive use amenities.

The community's innovative energy-efficient design allows residents to pay 80% less in monthly utilities. Key sustainability features include rooftop solar photovoltaic systems that collect and offset nearly 100% of the building's total energy usage, drought-tolerant landscaping that conserves 47% more water, efficient plumbing fixtures in every unit, 100% high efficacy lighting fixtures throughout the entire property, and 14 basic community resources that reduce the need to drive.

LOCATION Carson, CA
CLIENT Affirmed Housing Group
SIZE 1.36 acres
UNITS 40
DENSITY 29.4 du/acre
TYPE Type V, 3 stories over 1 level on-grade parking
SUSTAINABILITY Net Zero
LEED Platinum
AWARDS PCBC Gold Nugget
US Green Building Council



Project completed by Withee Malcolm Architects prior to the firm's acquisition by BSB Design.

AFFORDABLE HOUSING



VERMONT VILLAS

Vermont Villas, located in the Harbor Gateway neighborhood of Los Angeles, provides a permanent supportive environment that combines housing and health and service resources for chronically homeless veterans and homeless individuals with critical health needs. The four-story building features 79 studio and one-bedroom apartments, gathering spaces for residents, and offices for staff.

Located on a busy street in a transitioning neighborhood, the contemporary architecture responds to the quasi-industrial context with the use of distinctive metal panels giving definition to the structure at the corners. The residential nature of the building can be seen in the balconies, large windows and the welcoming public spaces including a teaching kitchen, a lounge, meeting rooms, and a large courtyard with barbecues and resident vegetable gardens.

LOCATION Los Angeles
CLIENT Affirmed Housing Group & Path Ventures
SIZE .75 acres
UNITS 79
DENSITY 59.25 du/acre
TYPE 3 stories, Type V, over on-grade parking
AWARDS PCBC Gold Nugget
Sage



Project completed by Withee Malcolm Architects prior to the firm's acquisition by BSB Design.

Charles R. Simpson
Principal, BaseCamp Environmental, Inc.

SPECIALTIES: Multi-disciplinary environmental planning, permitting, and impact assessment projects; innovative approaches to regulatory compliance; technical proficiency in several disciplines

EDUCATION: B.S., Resource Planning and Interpretation, 1974, Humboldt State University, Arcata, California; continuing education in selected environmental and land use planning subjects

EXPERIENCE: 47 YEARS

Mr. Simpson's expertise is in environmental review and environmental planning associated with land and resource development. He investigates and strategizes permit and approval acquisition; he authors and manages complex environmental analyses; he formulates approval findings and decision documents; and he develops environmental and urban planning policy language and documents.

Mr. Simpson is experienced in scoping, organization and management of multi-disciplinary environmental impact analyses under the National Environmental Policy Act (NEPA) and state equivalent documents, notably the California Environmental Quality Act (CEQA). Mr. Simpson conducts environmental review processes and provides documentation and decision support for lead federal agencies including the USDA Forest Service, USDA Rural Development, USDI Bureau of Land Management, USDI Bureau of Indian Affairs, US Department of Housing and Urban Development; state housing, water supply, water quality and wastewater programs; and local agencies, including cities, counties, school districts and other special districts.

Mr. Simpson's environmental planning assignments are set in a range of urban, rural, and natural resource landscapes, including environmentally sensitive areas and their respective resources. His project experience includes master plans and specific plans, urban development and infrastructure, industrial development, roads and bridges, energy generation, electrical transmission and telecommunications, water resource development, mining, waste disposal, liquids, gas and power transportation, resorts and recreational facilities.

Mr. Simpson has technical proficiency in a variety of environmental and urban planning disciplines including visual resource analysis, air quality analysis, wetlands and biological resources, cultural resources under NHPA Section 106, water resources, noise, socio-economics, and transportation.

Mr. Simpson is intimately familiar with the operations, needs and concerns of public agencies and staff. He has staffed and continues to consult to California cities and counties on development and environmental review matters. He contributes to comprehensive plans, specific plans and plan elements; he has administered current planning, coastal planning, and economic development programs; and he has participated in the preparation of redevelopment plans.

August 2012

Charles R. Simpson
Principal, BaseCamp Environmental, Inc.

Mr. Simpson is an accomplished technical writer. He is comfortable speaking at the podium; he regularly appears before city and county commissions, school boards and special district boards as well as before state-level regulatory boards and agencies.

EMPLOYMENT HISTORY

2014-Present	<i>BaseCamp Environmental Inc.</i> , Lodi, California, Principal
2013-2020	<i>Stanislaus County Public Works, Community Development and Parks and Recreation Departments</i> , On-Call Contractor
2013-2016	<i>Stanislaus County Public Works</i> , Environmental Processing Coordinator
2013-Present	<i>City of Lathrop</i> , Planning Consultant
2011-2012	<i>Kleinfelder</i> , Stockton, California, Senior Principal Professional
1997-2011	<i>InSite Environmental, Inc.</i> , Stockton, California, President/Principal
1996-1997	<i>Simpson Moore, Inc.</i> , Stockton, California, President/Principal
1993-1996	<i>Simpson Environmental</i> , Stockton, California, Owner/Principal
1990-1993	<i>Greystone Environmental, Inc.</i> , Stockton, California, Co-Owner/Senior Associate
1987-1990	<i>Charles Simpson Associates</i> , Mt. Shasta, California and Stockton, California, Owner/Principal
1986	<i>Woodward-Clyde Consultants</i> , Denver, Colorado, Project Scientist
1983-1985	<i>City of Trinidad</i> , Trinidad, California, Consulting Planner
1980	<i>City of Fortuna</i> , Fortuna, California, Senior Planner
1980	<i>County of Humboldt</i> , Eureka, California, Interim Planner
1979-1985	<i>Rising Sun Enterprises</i> , Arcata, California, Owner/Principal,
1975-1979	<i>TerraScan</i> , Eureka, California, Environmental Planner/Project Manager

August 2012

Examples of Recent Relevant Projects (5+)

In Pre-Development														
Client Name	Jurisdiction	County/City Agency Contact Name	County/ City Agency Contact Phone	Type	4% / 9%	MHP	Vouchers	Sources of Financing	# of Units	Status	Year Funded	Year Completed	Total Project Cost	Unsatisfactory Performance
La Passeggiata	Stockton	Julisa Villalobos	209-937-5451	New Construction	4%	Yes	N		94	Pre-Development	2021	N/A	\$42,463,340	N
Casa De Mariposa	Stockton	Julisa Villalobos	209-937-5451	New Construction / Farmworkers	9%	N	N		72	Pre-Development		N/A		N
Silver Peaks	Bishop	Meaghan McCammar	760-937-1253	New Construction / Family	4%	Y	N		72	Pre-Development		N/A		N
Hidden Meadow Terrace	Sonora	Quincy Yaley	209-533-5633	New Construction / Family	4%	N	N		72	Pre-Development		N/A		N
Windstone	Stockton	Julisa Villalobos	209-937-5451	Single Family Sub	TBD			City of Stockton - HELP		Pre-Development		N/A	\$5,000,000	N
Bella Vista	Merced	Scott McBride	209-385-6818	Rehab/Family	TBD				108	Pre-Development		N/A		N
Tierrasanta Villas	Livingston	Miguel Galvez	209-394-8041	New Construction / Family	9%	N	N		80	Pre-Development		N/A		N
Total									498					
Under Construction														
Project	Location			Type	4% / 9%	MHP	Vouchers		# of Units	Status		Year Completed	Total Project Cost	
Grand View	Stockton	Julisa Villalobos	209-937-5451	New Construction / Family	4%	N	N		75	Under Construction	2021	N/A	\$35,651,403	N
Villa d'Flore	Stockton	Julisa Villalobos	209-937-5451	Rehab/ Homeless	n/a	N	TBD	City of Stockton/ Homekey	11	Under Construction	2022	N/A	\$6,500,000	N
Total									75					
Completed Projects														
Project	Location			Type	4% / 9%	MHP	Vouchers		# of Units	Status		Year Completed	Total Project Cost	Unsatisfactory Performance
Liberty Square 4% wing	Stockton	Julisa Villalobos	209-937-5451	Rehab / Veterans	4%	N	N		58	Under Construction	2020	2022	\$18,027,691	N
Liberty Square 9% wing	Stockton	Julisa Villalobos	209-937-5451	Rehab / Veterans	9%	N	N		42	Under Construction	2020	2022	\$13,863,651	N
Oak Leaf Meadows	Oakdale	Brian Odom	209-845-3644	New Construction/ Family	9%	N	Y	9% CTCAC, Section 8, AHP, NSP	56	Completed	2018	2020	\$27,787,589	N
Mountain View Townhomes	Tracy	William Dean	209-831-6400	Rehab	9%			9% CTCAC, USDA, and HOME	37	Completed	2015	2016	\$7,375,254	N
Diamond Cove I	Stockton	Julisa Villalobos	209-937-5451	Rehab	9%			9% CTCAC and HOME	60	Completed	2015	2016	\$7,485,574	N
Santa Fe Townhomes	Stockton	Julisa Villalobos	209-937-5452	Rehab	9%			9%CTCAC and HOME	31	Completed	2015	2016	\$6,006,784	N
Westgate Townhomes	Stockton	Julisa Villalobos	209-937-5453	Rehab	9%			LIHTC	40	Completed	2014	2015	\$7,517,485	N
Casa de Esperanza	Stockton	Julisa Villalobos	209-937-5454	New Construction/ Family				CTCAC, USDA & HOME	70	Completed	2013	2014	\$22,720,017	N
Villa Isabella	Stockton	Julisa Villalobos	209-937-5455	Rehab				HUD, LIHTC	20	Completed	2014	2014	\$2,317,601	N
Vintage Plaza	Stockton	Julisa Villalobos	209-937-5456	Rehab				LIHTC	18	Completed	2010	2011	\$6,442,713	N
Villa Monterey	Stockton	Julisa Villalobos	209-937-5457	Rehab				LIHTC	45	Completed	2008	2009	\$10,920,607	N
Wysteria	Stockton	Julisa Villalobos	209-937-5458	New Construction/ Family				LIHTC	64	Completed	2008	2009	\$20,269,137	N
Chateau de Lyon	Stockton	Julisa Villalobos	209-937-5459	Rehab				LIHTC	30	Completed	2007	2008	\$7,923,612	N
Marquis Place	Stockton	Julisa Villalobos	209-937-5460	Rehab				LIHTC	20	Completed	2007	2008	\$6,220,581	N
Community of All Nations	Stockton	Julisa Villalobos	209-937-5461	New Construction/ Family				HUD LIHTC	75	Completed	2007	2008	\$14,830,788	N
Villa Montecito	Stockton	Julisa Villalobos	209-937-5462	New Construction/ Family				LIHTC	69	Completed	2006	2007	\$19,414,791	N
Diamond Cove II	Stockton	Julisa Villalobos	209-937-5463	Rehab				LIHTC	40	Completed	2004	2005	\$8,916,930	N
Villa Del Sol	Stockton	Julisa Villalobos	209-937-5464	New Construction/ Family				LIHTC	76	Completed	2004	2005	\$15,598,499	N
Church Street Triplex	Stockton	Julisa Villalobos	209-937-5465	Rehab				City -HOME, County - HOME	3	Completed	2002	2003	\$685,000	N
Almond Terrace	Ceres	Comunity Dev Dept	209-538-5700	Rehab				HUD, LIHTC	46	Completed	2000	2001	\$6,886,909	N
Whispering Pines	Sacramento	Michelle Odonnell	916-440-1362	Rehab				LIHTC, HUD	96	Completed	1999	2000	\$9,421,118	N
Emerald Pointe	Stockton	Julisa Villalobos	209-937-5465	Rehab				LIHTC	19	Completed	1998	1999	\$1,880,312	N
Grant Village Townhomes	Stockton	Julisa Villalobos	209-937-5465	Rehab				LIHTC	40	Completed	1998	1999	\$5,028,663	N
Cedar Gardens	Fresno	Community Dev Dept	559-600-4292	Rehab					146	Completed	1996	1997	\$6,607,278	N
Dewey Apartments	Stockton	Julisa Villalobos	209-937-5467	Rehab				HUD	10	Completed	1995	1996	\$486,334	N
Villa De San Joaquin	Stockton	Julisa Villalobos	209-937-5465	Rehab				521, and Section 521 rental	30	Completed	1993	1994	\$2,637,842	N
Delta Plaza Apartments	Stockton	Julisa Villalobos	209-937-5465	Rehab				LIHTC	30	Completed	1992	1993	\$3,045,340	N

Visionary Home Builders of California, Inc.
Tax Status 501(c)(3): 68-0062062
Corporation Date: 08/11/1983



ITEM 19.2.
Visionary Home Builders
BUDGET WORKSHEET
Fiscal Year End 12/31

2022
FISCAL YEAR BUDGET

Corporate

		CURRENT FISCAL YEAR			NEXT FISCAL YR
		2020	2021	2021	2021
		Audited	Budget	Actual	Projected
		8 months			
		Proposed			
INCOME					
4000.4999	Golf Donation & Other Donations	49,408	175,000	11,487	30,000
4299.9999	Development Revenue-MultiFam	573,713	1,709,838	1,422,443	1,672,443
4399.9999	Asset Management	204,522	300,000	150,000	300,000
4499.9999	Grants/HRC/Program & Serv	283,273	665,302	57,124	259,735
4599.9999	Dev.Rev Single Family	153,789	0	(54,976)	(54,976)
4699.9999	Property Management Revenue	741,384	823,409	544,938	817,406
4999.9999	Rental income - net VHB (Properties)	0		0	
TOTAL DEPARTMENTS INCOME		2,006,089	3,673,549	2,131,016	3,024,609
OTHER INCOME					
5120.0520	Write-Offs	(160,843)	0	0	0
5200.0300	Parking/Garage	4,400	0	2,650	3,975
5200.0700	Agreement Expense Recovery	3,417	5,280	0	0
5290.0000	Misc. Income	872,127	967,000	870,230	870,230
5400.9999	Interest Income	12,808		0	
TOTAL OTHER INCOME		731,909	972,280	872,880	874,205
TOTAL INCOME		2,737,998	4,645,828	3,003,896	3,898,814
EXPENSES					
ADMINISTRATIVE					
6205.3000	Auto Expenses	16,056	10,280	8,767	13,151
6210.0000	Advertising & Marketing	7,211	4,170	6,430	9,645
6210.7000	Grant/Donation Exps Pass Through	72,264	0	0	73,212
6213.0000	Events/ BOD Expenses	1,999	2,200	511	767
6230.0000	Credit Reports	6,426	9,260	2,181	3,272
6309.0000	Bank Service Charges	1,282	990	1,065	1,597
6311.0000	Office Supplies	24,516	25,150	14,823	22,235
6315.0000	Books - Subscrip - Dues	19,040	13,730	7,586	11,378
6317.0000	Computer Software	76,635	10,810	41,437	62,155
6317.1621	Computer Hardware	880	0	1,938	2,907
6325.0000	Office Equipment	19,608	27,260	8,025	12,038
6337.0000	Travel and Training	14,179	9,530	12,594	18,891
6340.0000	Legal	27,840	4,650	29,879	44,818
6346.0000	Consulting - Professional	259,368	206,000	143,379	215,068
6348.0000	Contract Labor-Temp	0	0	0	0
6360.0000	Telephone - Internet	41,247	46,980	30,307	45,460
6370.0000	Bad Debts	18,638	0	6,000	9,000
6376.0000	Misc. Administrative Expense	4,581	4,680	109	164
6384.0000	Employee Wellness & Motivation				
6390.5000	Audit & Tax	24,200	25,750	0	25,000
6390.7000	Sponsorship	9,717	8,920	16,279	24,419
TOTAL ADMINISTRATIVE		645,686	410,360	331,310	595,177
UTILITIES					
6450.0000	Electricity	28,304	30,840	16,906	25,359
6451.0000	Water	846	1,090	792	1,188
6452.0000	Gas	981	750	704	1,057
6453.0000	Sewer	1,559	1,400	906	1,359
TOTAL UTILITIES		31,690	34,080	19,309	28,963
CORP PAYROLL					
6514.0100	Payroll (See Salary Sheet)	1,820,510	2,627,897	1,586,672	2,380,008
TOTAL CORP PAYROLL		1,820,510	2,627,897	1,586,672	2,380,008
OPERATING & MAINTENANCE					
6515.2000	Operations Supplies	4,468	4,740	1,062	1,594
6520.1050	Oper-Contracts - ElevMaint&Cont	2,772	2,550	1,138	1,707



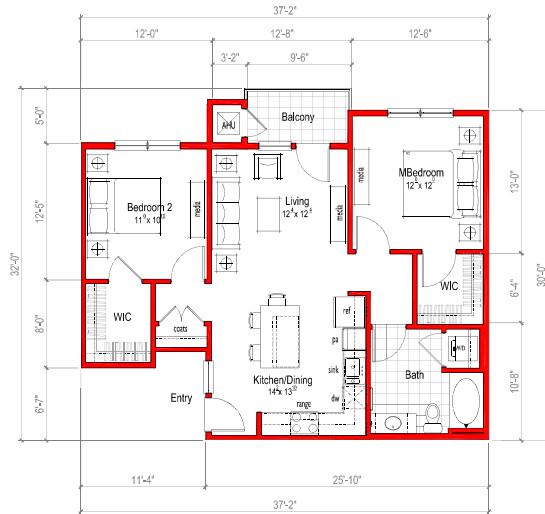
ATTACHMENT 4
Visionary Home Builders
BUDGET WORKSHEET
Fiscal Year End 12/31

2022
FISCAL YEAR BUDGET

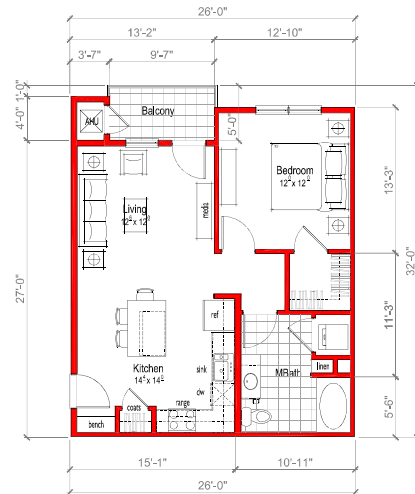
Corporate

		CURRENT FISCAL YEAR			NEXT FISCAL YEAR
		2020	2021	2021	2021
		Audited	Budget	Actual	Projected
		8 months			
6520.1200	Oper-Contracts - Exterminating	660	650	2,435	3,652
6520.1300	Oper-Contracts - FireProtection	(75)	0	100	0
6520.1400	Oper-Contracts - Grounds/Landscape	1,962	2,010	0	0
6520.1600	Oper-Contracts - HVAC	1,413	400	3,826	5,739
6520.1800	Oper-Contracts - Janitor&Clean	25,236	23,910	16,043	24,064
6520.2000	Oper-Contracts - Maintenance	5,099	5,380	81	121
6520.2100	Oper-Contracts - Plumbing	0	0	0	0
6520.2350	Oper-Contracts - Security/Monitoring	8,357	1,520	3,593	5,389
6525.0000	Garbage - Trash Removal	3,276	3,520	2,079	3,118
6532.0000	Security Services - Contract	750	1,160	0	0
6532.2000	Office Parking - Parking Passes	11,038	12,420	7,100	10,650
6536.0000	Uniforms	0	0	0	0
6595.0000	Misc Operating - Maintenance	3,178	1,300	2,457	3,686
TOTAL OPERATING & MAINT EXPENSES		68,134	59,560	39,913	59,720
INSURANCE & TAXES					
7000.2000	Taxes-Real Estate	697	2,290	839	2,220
7100.0000	Taxes-Payroll	126,945	214,054	107,003	160,504
7200.1000	Insurance - Property & Liability	16,470	28,280	31,837	63,674
7300.2000	Insurance - Fidelity Bond	0	0	0	0
7300.3000	Insurance - Workers Comp	9,604	17,410	6,788	10,182
7400.1000	Insurance - Health - Life & Dental ER	142,378	243,202	113,391	170,087
7400.1600	Insurance - Health - Life & Dental EE	(1,202)	0	9,633	14,449
7600.1000	Retirement	51,617	105,116	45,232	67,847
7700.1000	Insurance - Directors & Officers - EPLI	42,276	42,470	31,893	47,840
7700.5000	Other - Taxes Licenses Permits & Ins	23,615	32,530	21,513	32,270
TOTAL INSURANCE & TAXES		412,401	685,351	368,129	569,073
TOTAL EXPENSES		2,978,421	3,817,248	2,345,333	3,632,941
NET BEFORE DEBT SERVICE (NOI)		(240,423)	828,580	658,564	265,873
FINANCIAL EXPENSE				0	
9125.4000	Interest Expense - Cash	105,359	90,787	97,577	146,365
2220.7100	Mortgage Principal Office BAC 9203,20815 &	59,080	56,905	18,350	18,350
2220.7145	Other Loans Pymt				0
9175.2000	Misc Financial Fees Expenses	14,639	0	0	0
9175.4000	15 Yr Buy Out Analysis & Exp	75,372		(56,670)	
TOTAL DEBT SERVICE		254,450	147,692	59,257	164,716
NET INCOME (LOSS) AFTER DEBT SERVICE		(494,873)	680,888	599,306	101,158
OTHER PAYMENTS FROM OPERATING CASH					
9200.0800	Guaranteed Payments	0	0	0	0
9300.1000	Direct Golf Tournament Expense	489	31,000	0	31,000
TOTAL PAYMENTS FROM OPERATING CASH		489	31,000	0	31,000
CASH FLOW FROM OPERATIONS		(495,362)	649,888	599,306	101,158
Prepared By: _____		Date _____			
Reviewed By: _____		Date _____			
Approved By:  _____		Date Sep 9, 2022			

ATTACHMENT 4



GSF: 1,006 NSF: 903 Balcony: 46 sf
Unit - B1/B1 Alt. (sim.) - 2 Bedroom + 1 Bath



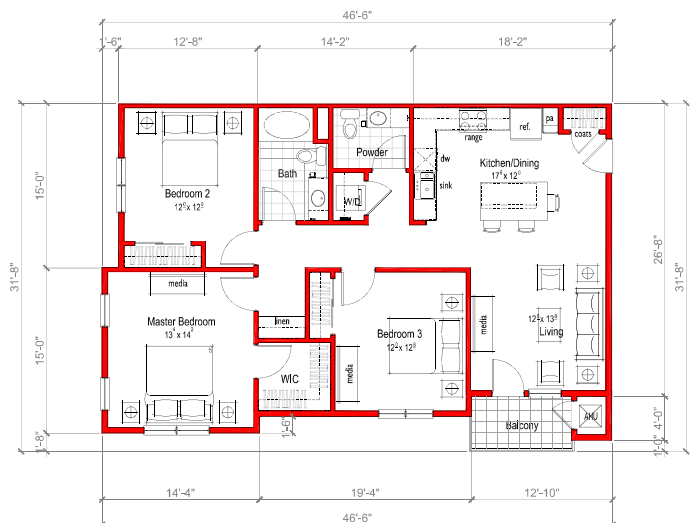
GSF: 735 NSF: 687 Balcony: 48 sf
Unit - A1 - 1 Bedroom + 1 Bath

UNIT PLAN

Scale: 1/4" = 1'-0"

VISIONARY HOME BUILDERS
Sacramento, CA.

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc



GSF: 1,352 NSF: 1,235 Balcony: 46 sf
Unit - C1 - 3 Bedroom + 1.5 Bath

UNIT PLAN

Scale: 1/4" = 1'-0"

APARTMENT BUILDING

VISIONARY HOME BUILDERS
Sacramento, CA.

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc.



SITE SUMMARY

ASSESSOR'S PARCEL NUMBERS: 06700100930000
PROJECT ADDRESS: N/A
CURRENT ZONING: SPA (MFSPA) Special Planning Area)
EXISTING USE: VACANT

PROJECT SUMMARY

TOTAL GROSS SITE AREA +/-1.85 ac
TOTAL 48 units
GROSS DENSITY +/-25.9 du/ac

TOTAL PROVIDED PARKING 54 Spaces (1.28 ratio)
POSSIBLE SHARED PARKING 23 Spaces
TOTAL 77 Spaces (1.60 ratio)



Project Site

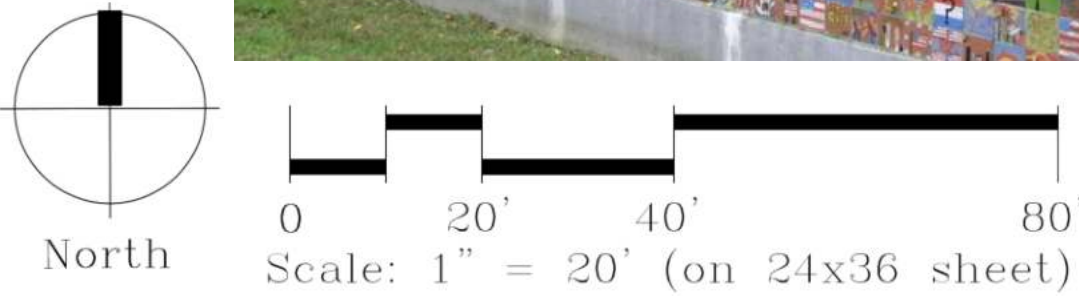
Key Map

Flag Pole

Crosswalk
Connects to Parcel A



Memorial Plaza



Main Entry

Apartment Building (Typ.)
- 24 plex
- 3 Story

Bicycle Rack (Typ.)

Proposed Connecting
to Shared Parking
- +/-23 spaces

Emergency
Vehicular access

VISIONARY HOME BUILDERS
Stockton, Ca

CONCEPT SITE PLAN
PARCEL B

VETERANS AFFORDABLE HOUSING ON THE FORMER MATHER AIR FORCE BASE

SITE SUMMARY

ASSESSOR'S PARCEL NUMBERS: 06710400060000
PROJECT ADDRESS: N/A
CURRENT ZONING: SPA (Special Planning Area)
EXISTING USE: VACANT

PROJECT SUMMARY

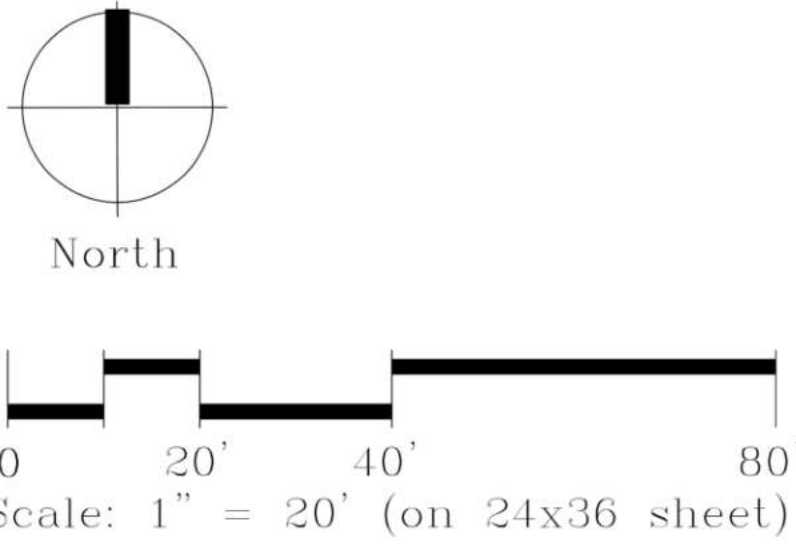
TOTAL GROSS SITE AREA +/-3.1 ac
TOTAL 72 units
GROSS DENSITY +/-23.2 du/ac

TOTAL PROVIDED PARKING 80 Spaces (1.1 ratio)
POSSIBLE SHARED PARKING 27 Spaces
TOTAL 107 Spaces (1.48 ratio)

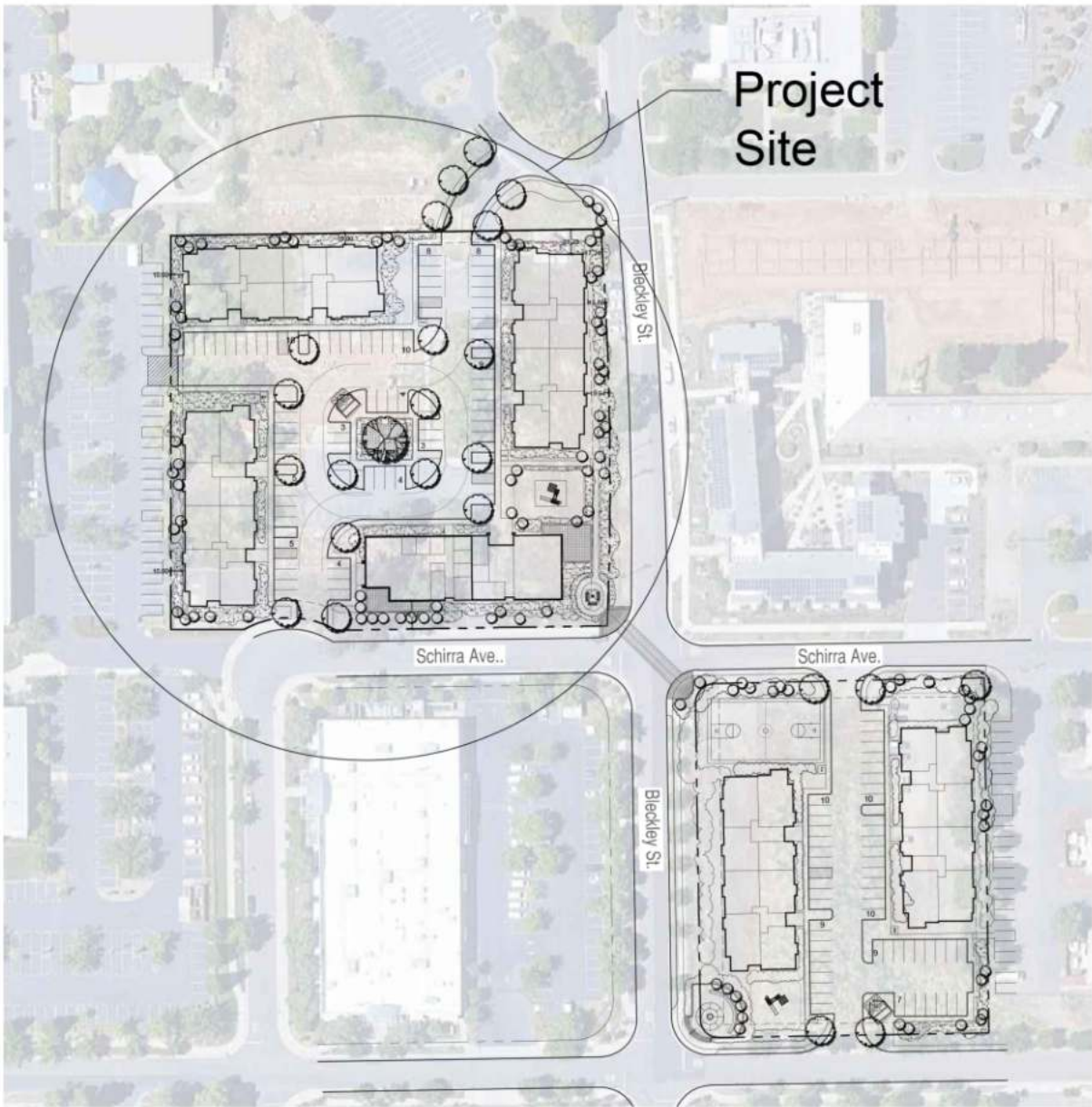
- Apartment Building (Typ.)
- 24 plex
- 3 Story

Proposed Connecting
to Shared Parking
- +/-27 spaces

Main Entry



VISIONARY HOME BUILDERS
Stockton, Ca



Key Map

Secondary Entry



Memorial Tree

Fort/ Playground



Leasing Office
- +/-4,800 sf.

Enrichment Center
- +/-4,000 sf.

Flag Pole

Crosswalk
Connects to Parcel B



CONCEPT SITE PLAN
PARCEL A

VETERANS AFFORDABLE HOUSING ON THE FORMER MATHER AIR FORCE BASE

Stefan Heisler, Housing Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

August 31, 2022

RE: Rancho Cordova RFP – Introductory Letter

Dear Mr. Heisler,

This letter is to confirm that Volunteers of America Northern California and Northern Nevada (VOA-NCNN) will be the prime developer for this project. VOA-NCNN is located at 3434 Marconi Ave in Sacramento, CA 95821.

The project will be developed in partnership with Volunteers of America National Services (VOANS). VOA-NCNN will be the lead developer on Parcel A, and VOANS will be the development consultant. VOANS will be the lead developer on Parcel B, and VOA-NCNN will be the property manager and lead services provider.

Our project proposal consists of the development of both Parcels A and B as detailed below. Please reference the attached RFP documents in Section 4. "Project Description" for detailed programming information and architectural schematics. We anticipate the first phase of construction to begin by December 2023.

Parcel A

- **Transitional Housing** – There will be a total of 80 motel style studio units that will serve as Transitional Housing. The services provided will include comprehensive and holistic case management, assistance with accessing veterans and state benefits, employment services (training, job search, linkage), permanent housing search assistance, support identifying and addressing housing barriers, credit repair and financial literacy, community resources, referrals and linkages as needed, and volunteer opportunities. Residents of the Transitional Housing will have access to service offices, computer lab, and a community kitchen that will serve only these 80 units. These units will be financed with a \$2.7m grant, and the remainder through fundraiser financing and AHP funds. Co-located at Parcel A, will be the VOA Supportive Services for Veteran Families (SSVF) and Homeless Veterans Reintegration Program (HVRP) offices (a combined total of \$3.5 million in funding), a veteran service center and computer lab. VOA has been providing a variety of veteran services on the Mather for the last ten years. Now all of these comprehensive services will be located within a single building.
- **Permanent Supportive Housing (PSH)** – There will be a total of 44 one-bedroom units that will serve as PSH Units. The services provided will include comprehensive and holistic case



management, assistance with accessing veterans and state benefits, employment services – if appropriate (training, job search, employment readiness), community resources, referrals and linkages to other services as needed, and volunteer opportunities. The PSH units finance will include a mix of LIHTC, HOME, AHP, and HCD Gap funding.

- **Community Commercial Kitchen-** There will be a 6,600 sq. ft. community commercial kitchen that will bring much need food programs to this area through a VOA catering business that will serve other shelter and transitional housing programs in the Sacramento area. The kitchen will serve not only as a dining hall for the Transitional Housing clients, but it will also provide on-the job training/employment skills and certification for food service and culinary arts for any veteran clients or clients residing in other Mather programs. The construction of the commercial kitchen will be financed through philanthropic fundraising.

Parcel B

The project proposed on Parcel B will consist of a LIHTC family project composed of a total of 74 units. The unit mix will consist of 31 one bedrooms, 22 two-bedrooms, and 21 three-bedrooms units. One of the two-bedroom units will be set aside for an on-site manager's unit. This project will be funded with a mix of LIHTC, AHP, HOME, and HCD Gap funding.

VOA-NCNN acknowledges the conditions stated in the RFP. We have followed all guidelines and have not made any exceptions to the RFP requirements.

If there are any questions, please contact me at 916-213-6360 or via email at amani@voa-ncnn.org

Sincerely,

Volunteers of America Northern California & Northern Nevada
Amani Sawires
Executive Vice President/Chief Operating Officer

Volunteers of America National Services
Douglas Snyder
Vice President, Regional Real Estate Development



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9. Exceptions – included in Page 23 - section 6 “Environmental & Entitlements”
10. Supportive Information – N/A



Rancho Cordova RFP

3. Qualifications and Experience

A. Description of each firm

Volunteers of America Northern California & Northern Nevada (VOA-NCNN) – Lead Developer on Parcel A with VOANS being the developer consultant

VOA-NCNN has over 100 years of experience providing services to homeless people struggling with multiple barriers to housing. Our programs are in every part of the homeless Continuum of Care, from emergency shelter to transitional housing to permanent supportive and non-supported housing and affordable housing properties. The agency currently operates over 40 homeless/housing programs designed to reduce the impact of homelessness on the individual, and the community and increase the individual's likelihood of gaining and maintaining stable housing. VOA has offered rehousing services for over 30 years through a variety of funding partners. VOA's Rehousing efforts include PSH, Housing Choice Vouchers (and other subsidized housing), Rapid Rehousing, Flexible Supportive Rehousing, as well as Supportive Services for Veterans Families housing programs. Residents served through these programs include: homeless veterans and families, homeless individuals, homeless families, chronically homeless and/or permanently disabled individuals, and individuals with substance use disorders. All VOA rehousing programs taken together house approximately 800 households per night. The average funding for rehousing per year is approximately \$7,000,000. Once stably housed, over 80% of guests who receive assistance from VOA remain in housing. The VOA staff have the ability, long-term experience, and proven track record to assist those with multiple barriers to housing, chronically homeless, the first time homeless, and those precariously housed.

VOA-NCNN manages nine affordable-housing complexes for VOANS and owns and manages an additional six properties, totaling 950 apartment units, for low income seniors and individuals, disabled individuals, homeless individuals and families in Sacramento, Auburn, Roseville, Rocklin, Santa Cruz and Reno.

Volunteers of America National Services (VOANS) – Lead developer on Parcel B, and VOA-NCNN will be the property manager and lead service provider for this project.

VOANS serves as the initiator of new programs and facilities for Volunteers of America (VOA) and its local affiliates and provides day-to-day oversight and operation for the housing and residential care facilities. It also provides asset management for the VOANS-owned housing and health facility portfolio. Currently, VOANS and the VOA family of affiliates own and operate over 500 affordable housing properties consisting of over 20,600 units.

In 2020, VOA, in conjunction with VOANS, provided over 3,700 beds to house Veterans experiencing homelessness across more than 25 states. VOA was also responsible for 1 out of 11 Transitional Housing beds for Veterans across the country, and 1 out of 9 of the Rapid Rehousing beds for Veterans across the country.

B. Key Staff

Volunteers of America Northern California & Northern Nevada (VOA-NCNN)

Amani Sawires (primary liaison for this project)– Amani has been with VOA-NCNN for over 29 years. She is located at our Administrative Office in Sacramento. Amani has served as the Executive Vice President/Chief Operating Officer for over 24 years. She has provided leadership and operational expertise in developing countless projects, including shelters, transitional housing, supportive housing, affordable housing projects. Amani will be responsible for leading the development team and oversee the general coordination/operational components of the project. Amani holds a Master's Degree in Public Policy. 916-213-6360/amani@voa-ncnn.org

Russ Miller – Russ has been with VOA-NCNN for over 27 years. As Director of Facilities and Maintenance, Russ oversees the facilities and landscape teams employed by VOA-NCNN. He coordinates all facility inspections, and

works with local, state and federal partners as it relates to facility management. Additionally, Russ manages the renovation of the various VOA projects, facilitates and supervises development of new construction and works with general contractor and architect teams throughout the projects. Russ will be responsible for working with the construction team, assisting with securing permits and serving as the liaison between VOA and the construction team as it relates to the completion of the buildings. 916-870-4552/rmiller@voa-ncnn.org

Melissa Liou – Melissa has been with VOA-NCNN since 2006. She is the Housing Director of the Affordable/Senior Housing program. Melissa oversees all of the affordable housing units throughout our affiliate. She works with the on-site Community Administrators as well as Russ Miller and his crew to ensure that all housing programs are in compliance with all required components based on the funding. She also serves as a liaison to the VOA-NS team to troubleshoot any issues or concerns. She has served as chairperson for the national housing affiliate committee and received a leadership award for her work with the national affiliate. Melissa holds a Master's Degree in Non-Profit Management. 916-265-3970/mliou@voa-ncnn.org

Volunteers of America National Services (VOANS)

Douglas Snyder – Vice President of Regional Housing Development, joined Volunteers of America in 2012. He is responsible for development and preservation of affordable housing in Colorado and Alaska. In Colorado, the Volunteers of America portfolio consists of over 1,400 units across 15 properties from the Front Range to the western slope. Doug has over 20+ years of successful underwriting, financing, and developing commercial/multi-family real estate on behalf of a variety of ownership groups. His affordable housing experience includes work with Low Income Housing Tax Credits, Tax Exempt Bonds, HUD programs, grants, and other funding sources across senior, family, and homeless projects. Doug serves on the Housing Colorado Board and the CHFA Tax Credit Advisory Group.

Sheila Scheitrum – Development Director, joined Volunteers of America National Services in 2022. Working alongside Doug Snyder, she is responsible for development and preservation of affordable housing in the Western Region with a focus on California and Northern Nevada. Prior to joining VOANS, Ms. Scheitrum, was a Project Manager for the Fresno Housing Authority (FHA). Her affordable housing experience includes the development of over 200 affordable housing units using a variety of funding sources including Low-Income Housing Tax Credits, tax-exempt bonds, conventional debt, equity, HUD programs, FHLB AHP, HOME, and various other gap financing sources and grants.

- C. Non-Profit Documentation for VOA-NCNN (lead developer) is attached at the end of this document. VOANS is also a non-profit developer, due to file size limitations we did not attach their documents, but will provide if selected.
- D. Developer Project Experience

Volunteers of America Northern California & Northern Nevada (VOA-NCNN)

In Northern California and Northern Nevada, VOA has served the community since 1911 as a leading provider of both housing and employment readiness and placement supportive services to homeless individuals and families. VOA-NCNN has been a partner on the Mather campus since 1994. We have operated a variety of programs throughout that time, including transitional housing, employment services, veteran services as well as programs addressing substance use issues for families and housing and stability services for former foster youth.

VOA-NCNN currently operates over 1000 units of affordable housing in our service area. VOA-NCNN has partnered with Volunteers of America-National Services (VOANS) on multiple projects over the past five years and beyond. We have also operated the Grant and Per Diem (GPD) Project in collaboration with the U.S. Department of Veteran Affairs. VOA-NCNN has been providing housing in the region for over 30 years. These contracts are held with the Sacramento Steps Forward (SSF) (VOA is a sub-recipient of Housing and Urban Development (HUD)), the Sacramento Housing and Redevelopment Agency (SHRA), Sacramento County Department of Health and Human Services/Department of Human Assistance, and grants with the U.S. Department of Veterans Affairs (VA).

Volunteers of America is a flagship in serving those who are at risk or are currently homeless. Since its inception operating shelters, launching rapid re-housing programs, fostering youth and seniors as well as its highly successful SSVF veteran program (since 2011) VOA-NCNN has gained a clear understanding of the unique and complex characteristics of individuals and families who are homeless or who are at imminent risk for homelessness.

Volunteers of America National Services (VOANS)

VOANS is one of the nation's largest nonprofit developers of affordable housing for seniors and disabled persons, having developed over 200 facilities under HUD's Section 202 and 811 programs, as well as assisted living facilities, nursing homes and low-income family and supportive housing facilities. VOANS develops facilities using a variety of financing methods, including Low Income Housing Tax Credits, bond financing, conventional financing, HUD 236, 221(d)(4) and LIHPHA programs. VOANS' development department has also been successful in obtaining numerous grants and loans through foundations and the HOME, CDBG and FLHB programs. Currently, VOANS and the VOA family of affiliates own and operate over 500 affordable housing properties consisting of over 20,600 units.

The following is a list of jurisdictions and projects similar to the proposed program for the City of Rancho Cordova:

Veteran-Related Services/Housing

Supportive Services for Veterans and Families (SSVF)/Sacramento, CA (\$2,300,000) (VOA-NCNN) -In 2010, Volunteers of America expanded its RRH portfolio by adding the Supportive Services for Veteran Families (SSVF), a VA funded RRH program for 200 homeless Veteran households through which it provides housing location and stabilization services, security deposits, utility deposits, rental subsidies, utility payments, and moving costs totaling over \$2,300,000 annually. The program also provides extensive case management services. The allows the VOA staff to assist veterans with a variety of services by developing and Individual Service Plan (ISP) in order to as one of the original SSVF sites funded, Volunteers of America helped to fully develop the SSVF model nationally. SSVF offers a milieu of supportive services to 244 Veteran households annually through its SSVF grant. In 2013, Volunteers of America was awarded two Homeless Veterans Reintegration Program (HVRP) grants. HVRP address the employment needs of the veterans. The successes in this program have led to Volunteers of America being re-awarded the two HVRP grants each consecutive year since 2013. This program pairs perfectly with the SSVF program. One program assists with securing housing while the other program provides serves in securing employment. This combined efforts leads to successful outcomes for self-sustainability and community integration.

Grant and Per Diem (GPD) Grant/Sacramento, CA (\$1,200,000) (VOA-NCNN) - In 2018, Volunteers of America was first awarded the GPD Grant from the VA to serve 40 Veterans at a time. This was expanded to 80 Veterans in 2020. Volunteers of America's Grant and Per Diem (GPD) Program is one of over 350 GPD programs throughout the country. This program receives \$1,200,000 annually. The GPD Program is VA's largest transitional housing program for Veterans experiencing homelessness and is permanently authorized under Public Law 109-461. In the program Veterans receive transitional housing with a robust menu of wraparound supportive services to assist vulnerable Veterans to move into permanent housing. The average length of stay in GPD is roughly 7 months, the program aims to house Veterans as quickly as clinically indicated with a stay of no more than 24 months total. Services include temporary transitional housing, balanced, hot, and nutritionally sound meals, comprehensive and holistic case management, assistance with accessing veterans and state benefits, employment services (training, job search, linkage), permanent housing search assistance, support identifying and addressing housing barriers, credit repair and financial literacy, community resourcing and linkage, and volunteer opportunities. While this is not an exhaustive list it is preview of the full-scope and rounded services a Veteran can expect to receive. Volunteers of America's GPD offered 3 models of care. This includes "Bridge Housing" which is intended to be used for short-term stays in transitional housing by Veterans with pre-identified permanent housing destinations (e.g., HUD-VASH, SSVF, community options), "Low Demand" which emphasizes a high engagement and harm reduction model to better accommodate Veterans experiencing chronic homelessness, unsuccessful stays in traditional treatment settings, and with combined complex mental health and substance use challenges. Services

are made widely available and are actively promoted by program staff with the ultimate goal of establishing permanent housing while providing for the safety of staff and residents, and finally “Service-Intensive” which provides transitional housing and robust services that facilitate individual stabilization, increased income, and movement to permanent housing, and gaining access to medical, medical, dental, and mental health care. As of August 2022, Volunteers of America’s GPD has averaged 81% of Veterans served discharged into permanent housing (the VA grant goal is 68%), 79% of Veterans discharged with employment (the VA grant goal is 50%), and a mere 10% of Veterans were negatively discharged due to rule violations/lack of participation/left facility (the VA goal is to be under 23%). Volunteers of America was awarded a comprehensive and competitive \$2,745,000.00 Capital Grant from the VA in 2022 in order to establish long-term Veteran services through the Grant and Per Diem grant program offered by Volunteers of America with an emphasis on individual rooms and bathrooms in units to address the community and human service needs trend of increase privacy, safety, and mitigation of health risks through a trauma informed care lens. This was in response to the high caliber services provided by VOA, the positive and exceedingly high outcome measures of Veteran successes, and strong community rapport and collaboration by the program.

Innovative Dwellings – Permanent Supportive Housing Solutions for Veterans (VOANS)

VOANS was awarded a 3-year, \$3 million grant from the Wells Fargo Foundation in 2020 to create 125 units of permanent supportive housing for homeless veterans in four VOA markets: Austin, Los Angeles, Minneapolis-St. Paul and Raleigh-Durham. Through strategic partnership with VOA affiliates and local Accessory Dwelling Unit (ADU) builders, the Innovative Dwellings program has now developed unique small-scale solutions to affordable housing, demonstrating how panelized and volumetric modular construction methods can be adopted by other mission-driven affordable housing providers to create more efficient unit delivery. Innovative Dwellings is now halfway through the 3-year grant life with Wells Fargo Foundation and has 81 units in planning. VOANS and Wells Fargo Foundation have also received increased attention from housing industry representatives, including articles in Housing Finance Magazine and NH&RA Tax Credit Advisor Magazine.

Affordable Housing Projects

Greenbriar Apartments/Sacramento, CA (partnership between VOA-NCNN and VOANS)

of Units: 138 1, 2- and 3-Bedroom Units

Target Population: Families; Time Frame under Management: 17 Years

Subsidy Source for Property: Low Income Housing Tax Credit, Bond Financing, Project Based Section 8

Supportive Services: Evaluation of health, psychological and social needs, development of an individually tailored case plan for services and periodic reassessment of resident’s situation and needs for a resident when such service is not available through the general community. Establishes links with agencies and service providers in the community; assembles a directory of community services and providers and makes it available to residents, families, and management. Refers and links the residents of the project to service providers in the general community, including, but not limited to, case management, personal assistance, in home services, home delivered meals, transportation, counseling, visiting nurse, preventive health screening/wellness, and legal advocacy. Homework club and child care coordination.

Manzanita Place Apartments/Roseville, CA (partnership between VOA-NCNN and VOANS)

of Units: 62 Studio and 1-Bedroom Units

Target Population: Seniors and Physically Disabled Individuals; Time Frame under Management: 17 Years

Subsidy Source for Property: Low Income Housing Tax Credit, Project Based Section 8

Supportive Services: Evaluation of health, psychological and social needs, development of an individually tailored case plan for services and periodic reassessment of resident’s situation and needs for a resident when such service is not available through the general community. Establishes links with agencies and service providers in the community; assembles a directory of community services and providers and makes it available to residents, families, and management. Refers and links the residents of the project to service providers in the general community, including, but not limited to, case management, personal assistance, in home services, home delivered meals, transportation, counseling, visiting nurse, preventive health screening/wellness, and legal advocacy.

Centennial Place Apartments/Sacramento, CA (partnership between VOA-NCNN and VOANS)

of Units: 15 1-Bedroom Units Target Population: HIV/AIDS Individuals,

Physically Disabled Individuals, Homeless Individuals; Time Frame under Management: 11 Years

Subsidy Source for Property: Bond Financing, Project Based Section 8

Supportive Services: Evaluation of health, psychological and social needs, development of an individually tailored case plan for services and periodic reassessment of resident's situation and needs for a resident when such service is not available through the general community. Establishes links with agencies and service providers in the community; assembles a directory of community services and providers and makes it available to residents, families, and management. Refers and links the residents of the project to service providers in the general community, including, but not limited to, case management, personal assistance, in home services, home delivered meals, transportation, counseling, visiting nurse, preventive health screening/wellness, and legal advocacy.

East Cliff Village Apartments/Santa Cruz, CA (partnership between VOA-NCNN and VOANS)

of Units: 76 Studio & 1-Bedroom Units/ Seniors and Physically Disabled Individuals

Target Population: Seniors and Physically Disabled Individuals; Time Frame under Management: 12 Years

Subsidy Source for Property: Low Income Housing Tax Credit, Project Based Section 8

Supportive Services: Evaluation of health, psychological and social needs, development of an individually tailored case plan for services and periodic reassessment of resident's situation and needs for a resident when such service is not available through the general community. Establishes links with agencies and service providers in the community; assembles a directory of community services and providers and makes it available to residents, families, and management. Refers and links the residents of the project to service providers in the general community, including, but not limited to, case management, personal assistance, in home services, home delivered meals, transportation, counseling, visiting nurse, preventive health screening/wellness, and legal advocacy.

The Village on Sage Street/Reno, NV (VOA-NCNN) - This workforce housing program is designed for qualified individual who are working in the Reno area. It is a former oil field workforce housing modules that have been transported to Reno. This dormitory setting includes kitchen, laundry facility, and community room. Partnered with Northern Nevada Community Foundation. The village has 225 units for individuals. The participants pay \$400.00 a month for housing. A person earning \$9 an hour is able to afford the \$400 monthly rent and achieve savings goals. Any single adult who passes a background check and has an income of approximately \$1,320 to \$3,270 per month will meet the income qualifications for residency. While we expect the Village on Sage Street is a bridge housing for most lodgers, there is no time limit on the length of residency.

- E. Show that the developer or joint venture formed by the developer has the demonstrated ability to secure conventional and/or subsidized financing as any such financing may be applicable to the project.

Volunteers of America Northern California & Northern Nevada (VOA-NCNN)

VOA-NCNN and VOANS have formed a long-standing partnership in the provision of affordable housing. Since 2005, VOANS and VOA-NCNN have together secured financing to construct, renovate and re-purpose nine housing developments. We are currently working together on the construction of a 75-unit affordable apartment complex in Sacramento. Other additional funding secured for the VOA Housing projects include Low Income Housing Tax Credit, Project Based Section 8, and bond financing and private loans. VOA-NCNN has worked with private donors and foundations to supplement any funds needed. VOANS has LIHTC units throughout the country, and has extensive experience in securing affordable housing financing.

**ITEM 19.2.****IRS** Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

ATTACHMENT 5

In reply refer to: 0423256148
Mar. 07, 2013 LTR 252C 0
94-6001984 000000 00
00006913
BODC: TE

VOA-NCNN Non-Profit Confirmation

VOLUNTEERS OF AMERICA INC
NORTHERN CA AND NORTHERN NV INC
1900 POINT WEST WAY STE 270
SACRAMENTO CA 95815-4700



128970

Taxpayer Identification Number: 94-6001984

Dear Taxpayer:

Thank you for the inquiry dated Jan. 18, 2013.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

According to our instructions, a subordinate unit of the central (parent) organization is required to have the parent's name on the first name line and the name identifying the subordinate on the second name line.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

VOA-NCNN Annual Budget 2022-23 annual budget
(condensed version)



	TOTAL
Contributions	\$ 2,000,000
Contract Revenue	
Primary Government Funding	\$ 32,318,197
Secondary Government Funding	\$ 80,000
Nongovernmental Funding	\$ 604,618
Other Revenue	\$ 296,846
Program Fees	\$ 4,194,728
Business Income	\$ -
Other Operating Income	\$ 1,198,713
Total Revenue	\$ 42,693,102
Personnel Costs	
Salaries	\$ 19,419,016
Benefits, taxes, & W/C	\$ 5,546,628
Staff Training	\$ 72,593
Program Costs	\$ 500
Program Professional Services	\$ 518,234
Program Supplies	\$ 476,173
Client Support	\$ 6,935,563
Food & Beverage Supplies	\$ 2,101,172
Cleaning, Linen and Laundry Supplies	\$ 395,667
Equipment Expense & Furnishings	\$ 290,464
Mileage, Vehicle & Other Travel	\$ 186,352
Miscellaneous / In-Kind Expense	\$ 246,352
Occupancy Costs	\$ -
Rent Expense	\$ 267,870
Utilities	\$ 930,079
Facility (Taxes, Repairs & Maintenance)	\$ 752,652
Other Business Expenses	\$ 1,612
General Office Supplies Expense	\$ 219,873
Telephone & Cell Phones	\$ 245,549
Insurance (Liability & Auto)	\$ 306,849
Equipment Maintenance and Rental	\$ 123,943
Outside Printing	\$ 24,459
Travel (Meetings and Conf.)	\$ 71,300
Depreciation & Amortization	\$ 344,752
Other Professional Services and Fees	\$ 395,733
Marketing and Promotion	\$ 98,723
Interest Expense	\$ 70,993
National Dues	\$ 650,000
Total Direct Expenses	\$ 40,693,102
Total Change in Net Assets	\$ -

VOA-NCNN Major Sources of Funding

Sacramento Housing and Redevelopment Agency (SHRA) includes Navigation Centers/Shelters and Rapid Rehousing Programs – \$8,243,419

This funding is utilized for operating our two navigation centers (100 beds each), our HIV+ confidential shelter (12 bed apartment style shelter). This amount also provides funding for our Rapid Rehousing Program (RRH). The RRH assists homeless individuals/families with housing location, housing assistance and case management services. Last year this program served 421 individuals/124 households.

Washoe County, (Reno) includes Nevada CARES Campus – \$6,500,000

This funding is used to operate the 704 shelter beds at the Nevada CARES Campus located in downtown Reno. The program provides housing assistance, case management, community referrals for services along with the operation of a safe and secure shelter. We also provide van service for clients who need assistance getting to appointments such as DMV, medical, etc.

Sacramento County includes Transitional Housing, Shelters, Substance Use Recovery programs – \$5,185,749

This funding includes transitional housing for families, substance use recovery services, a 68 bed family shelter as well as a 12 bed senior safe house. All of these program provide case management, housing location assistance, linkages to employment services and other referrals as needed in order for the individuals/families to move on to self-sufficiency.

U.S. Department of Veteran Affairs (VA) includes SSVF and GPD programs – \$3, 518,289.

Grant and Per Diem Program (GPD) - The Grant and Per Diem Program is specific to homeless veterans who are eligible under the VA guidelines. The program offers three models: Service Intensive Transitional Housing (SITH) model, Low Barrier Model and Bridge Model. There 40 units for both men and women – double occupancy, thus a total of 80 clients. Due to COVID, 40 of the clients have been placed in a nearby motel in order to provide single occupancy units. The program offers temporary housing while assisting clients with locating permanent housing, employment and other supportive services that will increase both earned and benefits income and allow them to return back to the community and sustain their independence.

Supportive Services for Veterans and Families (SSVF) - The program is designed to create a countywide housing-based intervention system that is focused on keeping veteran's families that are at risk of homelessness in housing (prevention); and to move families quickly out of homelessness and shelters (rapid re-housing). The program provides case management and housing location services as well as short-term financial assistance with rent, utilities or deposits. We serve over 200 households annually.

U.S. Department of Housing and Urban Development (HUD) includes Permanent Supportive Housing Program - ReSTART - \$3,254,814

This program is operated in Sacramento County. This program locates, manages, subsidizes housing and provides case management to individuals and families who are chronically homeless and have disabling behavioral health and/or physical illness. Last year we served 223 individuals/137 Households (Individuals and Families). All clients are provided with case management, assistance with medical/mental health appointments, community referrals and landlord mediation services, if needed.

Rancho Cordova RFP**4. Project Description****Parcel A****Permanent Supportive Housing/Transitional Housing/Community Kitchen**

A. At this time, we are referring to the buildings on this parcel as, “Permanent Supportive Housing”, “Transitional Housing, and “Community Kitchen”. – The formal project names will be determined upon RFP award selection. We will go through a detailed naming process.

B. Parcel A (APN# 067-1040-006). NW corner of Schirra Ave and Bleckley St., Mather, CA 95655

Amenities

- Bus Stop –Bleckley St. and Schirra Ave
- Hospital – Mather VA Hospital - 10535 Hospital Way, Mather, CA 95655
- Grocery/Farmers' Market - 10535 Hospital Way, Mather, CA 95655
- Park - Mather Sports Center - 3755 Schriever Ave, Mather, CA 95655
- Pharmacy – Mather VA Hospital - 10535 Hospital Way, Mather, CA 95655
- Library – Rancho Cordova Library - 9845 Folsom Blvd, Sacramento, CA 95827

C. Veterans Population Served

- Permanent Supportive Housing (PSH) – 44 One-Bedroom Units of PSH designated for disabled veterans.
- Transitional Housing – 88 Studio Motel Style units of transitional housing for qualified homeless veterans funded by the U. S. Department of Veteran Affairs.
- Community Commercial Kitchen- food service/dining room for the 88 clients of GPD transitional housing program, food may be purchased by other residents located on the Mather Campus. Along with providing meals to Mather and other VOA programs, the commercial kitchen will also serve as a training facility for veteran clients interested in food service/culinary skills training.

D. There are three projects that will be constructed on Parcel A:

- Permanent Supportive Housing (PSH) – There will be a total of 44 one-bedroom units

Permanent Supportive Housing

Unit Type	Unit Count	AMI
One Bedroom	5	30%
One Bedroom	9	40%
One Bedroom	20	50%
One Bedroom	9	60%
One Bedroom (Manager Unit)	1	-
Total PSH Units	44	

- Transitional Housing – There will be a total of 80 motel style studio units that will serve as Transitional Housing Units. These units are not broken out by AMI, rather eligibility is determined under Veterans Administrations Program Agreement.
- Community Commercial Kitchen- There will be a 6,600 sq. ft. community commercial kitchen that will bring much food programs to this area. This building will include a commercial kitchen, a dining room, outdoor covered seating area and restrooms for this facility.

- E. Total project costs, total units, and cost per unit - Please reference the attachment in "Section 7. Sources and Uses of Funds" for a detailed cost breakout.

The costs listed below for each project are estimated costs. If we are selected to proceed with this project, we will work with the local municipality to contain costs with value-engineering options and alternative construction methods. *Note: Costs noted below include associated surface parking lot. *

- Permanent Supportive Housing - The Total Development Cost is \$23,700,158. There is a total of 44 PSH units. The cost per unit is \$538,640.
- Transitional Housing - The Total Development Cost is \$30,080,000. There is a total of 80 motel style units. The cost per unit is \$376,000.
- Community Commercial Kitchen - The Total Development Cost is \$3,156,700.

F. Applicable project amenities, services, community benefits, and/or any other relevant project information.

Permanent Supportive Housing

- **Amenities** – The amenities offered at this site will include fully furnished permanent housing for qualified veterans, in room kitchen, laundry facilities, resident wi-fi, community room, community events, such as bingo, yoga, etc. The proposed buildings are located facing the streets and parking lot which creates a "rim" to provide a central protected 'green zone' that includes a walking path, community garden, active and social gathering spaces along with a dog park and other related engaging areas.
- **Services** – The services include comprehensive and holistic case management, assistance with accessing veterans and state benefits, employment services – if appropriate (training, job search, employment readiness), community resources, referrals and linkages to other services as needed, and volunteer opportunities.
- **Community Benefits** – The community benefits of the PHS program include taking homeless veterans from the street to permanent housing helping to resolve the overall homeless crisis in our community. It also improves health outcomes for clients thus lowering public costs by reducing the use of publicly-funded crisis services.
- **Energy Efficiencies** - VOA is committed to creating sustainable projects. As such, the proposed development will adhere to Energy Efficiency Standards, such as the following:

High SEER rated AC Condensers	Energy Efficient Windows	Energy Star Rated Appliances
Water Conserving Fixtures	Energy Efficient Water Heaters	Energy Star Rated Light Fixtures
LED Lighting	Universal Accessible Design	Occupancy Sensors, Daylight Sensors, Timers

Note: In addition to the above, VOANS is also interested in exploring additional opportunities for energy efficiencies through systems such as photo-voltaic roof panels and other related energy footprint reductions.

Transitional Housing

- **Amenities** – The amenities offered at this site will include temporary fully furnished transitional housing unit, balanced, hot, and nutritionally sound meals, laundry facilities, community room, community events, such as bingo, yoga, etc.
- **Services** – The services include comprehensive and holistic case management, assistance with accessing veterans and state benefits, employment services (training, job search, linkage), permanent housing search assistance, support identifying and addressing housing barriers, credit repair and financial literacy, community resources, referrals and linkages as needed, and volunteer opportunities.
- **Community Benefits** – The community benefits of the TH program include taking homeless veterans from the street to housing helping to resolve the overall homeless crisis in or community. It also provides stability for the individuals in order to move on to self-sufficiency/independence, individuals become

productive members of society. It also improves health outcomes for clients thus lowering public costs by reducing the use of publicly-funded crisis services.

Community Kitchen

- **Amenities** – Commercial kitchen that will include all related cooking equipment and facilities needed to service the programs offered.
- **Services** – The services include dining room and food service for GPD transitional housing clients, food for purchase by other residents, meal prep for other VOA housing/shelter programs.
- **Community Benefits** – The community benefits include job skills training program for food service/culinary arts. Employment clients will be placed in employment within the community.

G. Architectural drawings attached

Rancho Cordova RFP 4. Project Description Parcel B

H. “Family Housing” – The formal project name will be determined upon RFP award selection. We will go through a detailed naming process.

I. Parcel B (APN# 067-0010-093). SE corner of Schirra Ave and Bleckley St., Mather, CA 95655

Amenities

- Bus Stop –Bleckley St. and Schirra Ave
- Hospital – Mather VA Hospital - 10535 Hospital Way, Mather, CA 95655/ Kaiser - 10725 International Dr, Rancho Cordova, CA 95670
- Grocery/Farmers' Market - 10535 Hospital Way, Mather, CA 95655
- Park - Mather Sports Center - 3755 Schriever Ave, Mather, CA 95655
- Pharmacy – CVS - 3301 Zinfandel Dr, Rancho Cordova, CA 95670/ Mather VA
- School – Navigator Elementary - 10679 Bear Hollow Dr, Rancho Cordova, CA 95670
- Library – Rancho Cordova Library - 9845 Folsom Blvd, Sacramento, CA 95827

J. The housing on Parcel B is proposed to be 74 units of LIHTC Family housing. This site will be a family housing site with preference for veterans, but no restrictions.

K. The project proposed on Parcel B will consist of a LIHTC family project composed of a total of 74 units. The unit mix will consist of 31 one bedrooms, 22 two-bedrooms, and 21 three-bedrooms units. One of the two-bedroom units will be set aside for an on-site managers unit.

Unit Type	Unit Count	AMI
One Bedroom	2	30%
Two Bedroom	3	30%
Three Bedroom	3	30%
One Bedroom	15	50%
Two Bedroom	6	50%
Three Bedroom	5	50%
One Bedroom	13	60%
Two Bedroom	12	60%
Three Bedroom	13	60%
One Bedroom	1	Staff Unit
Two Bedroom	1	Manager's Unit
Total Units	74	

- L. Total project costs, total units, and cost per unit - Please reference the attachment in "Section 7. Sources and Uses of Funds" for a detailed cost breakout.

The costs listed below for each project are estimated costs. If we are selected to proceed with this project, we will work with the local municipality to contain costs with value-engineering options and alternative construction methods.

The Total Development Cost is \$60,644,209. The cost per unit is \$819,516. This includes structured and surface parking areas.

- M. Applicable project amenities, services, community benefits, and/or any other relevant project information.

Amenities – The amenities offered at this site will include laundry hook-ups, community room with community kitchen, computer lab/studio and fitness room. There will also be (2) two internal protected courtyard areas: (1) offers outdoor active gathering zones for children and families, and (2) offers an alternative for an outdoor quiet seated area with community garden.

Services – There will be services offered at this site for all the residents that will align with the LIHTC requirements. The services may include health and wellness benefits classes, financial education, and a case manager. The programming for the services will be finetuned when it is time to submit the TCAC application.

Community Benefits – This project will bring much needed affordable family housing to Mather/Rancho Cordova.

Energy Efficiencies - VOA is committed to creating sustainable projects. As such, the proposed development will adhere to Energy Efficiency Standards, such as the following:

High SEER rated AC Condensers	Energy Efficient Windows	Energy Star Rated Appliances
Water Conserving Fixtures	Energy Efficient Water Heaters	Energy Star Rated Light Fixtures
LED Lighting	Universal Accessible Design	Occupancy Sensors, Daylight Sensors, Timers

Note: In addition to the above, VOANS is also interested in exploring additional opportunities for energy efficiencies through systems such as photo-voltaic roof panels and other related energy footprint reductions.

- N. Architectural drawings attached.

ITEM 19.2.





Blackely St.

Schirra Ave.

0 20' 40'







0 20' 40'



Rancho Cordova RFP
5. Project Expected Timeline

Parcel A – Permanent Supportive Housing

Milestone	Date	Key Prerequisite Milestone/Contingency
Rancho Cordova RFP Award	~Oct./Nov. 2022	
Development Agreement Executed between City of Rancho Cordova and Developer	~ Nov. 2022	-RFP Award
Submission of gap funding applications (Homekey/AHP)	February-December 2023	- Executed Development Agreement - Environmental Reports
Submission of LIHTC Application	March 1, 2024	- Executed Development Agreement - Environmental Reports - Entitlements
LIHTC Award	July 2024	
Finance Closing/Const. Start	December 2024	- GC Contract Executed - Building Permits
Initiate Marketing/Rent-Up	March 2026	
Construction Completion	June 2026	
Full Occupancy	August 2026	

Parcel A – Transitional Housing

Milestone	Date	Key Prerequisite Milestone/Contingency
Rancho Cordova RFP Award	~Oct./Nov. 2022	
Development Agreement Executed between City of Rancho Cordova and Developer	~ Nov. 2022	-RFP Award
Philanthropic Fundraising	Nov. 2022 – Dec. 2023	- Executed Development Agreement
Gap funding applications	Nov. 2022 – Dec. 2023	
Construction Start	Dec. 2023	- Fundraising of all construction and operating funds -Entitlements
Initiate Marketing/Rent-Up	March 2025	
Construction Completion	June 2025	
Full Occupancy	August 2025	

**Parcel A – Community Kitchen**

Milestone	Date	Key Prerequisite Milestone/Contingency
Rancho Cordova RFP Award	~Oct./Nov. 2022	
Development Agreement Executed between City of Rancho Cordova and Developer	~ Nov. 2022	-RFP Award
Philanthropic Fundraising	Nov. 2022 – Dec. 2023	- Executed Development Agreement
Construction Start	January 2024	- Fundraising of all construction and operating funds -Entitlements
Construction Completion	January 2025	

Parcel B – LIHTC Family

Milestone	Date	Key Prerequisite Milestone/Contingency
Rancho Cordova RFP Award	~Oct./Nov. 2022	
Development Agreement Executed between City of Rancho Cordova and Developer	~ Nov. 2022	-RFP Award
Submission of gap funding applications (HOME/AHP)	~February 2023	- Executed Development Agreement - Environmental Reports
Submission of LIHTC Application	March 1, 2023	- Executed Development Agreement - Environmental Reports - Entitlements
LIHTC Award	July 2023	
Finance Closing/Const. Start	December 2023	- GC Contract Executed - Building Permits
Initiate Marketing/Rent-Up	March 2025	
Construction Completion	June 2025	
Full Occupancy	August 2025	

**Rancho Cordova RFP – Section 6. - Environmental and Entitlements**

If Volunteers of America Northern California & Northern Nevada (VOA-NCNN) is selected by the City of Rancho Cordova to proceed with this project development, they will conduct a full environmental review of both Parcels A and B. This will include all necessary reports needed for a full NEPA.

Regarding the entitlements, VOA-NCNN and Volunteers of America National Services (VOANS) will work with the local municipality to submit all necessary documentation to get the projects entitled. This will be done in different timelines, please refer to attachment "5. Project Expected Timeline" for a detailed breakout of the timelines for finance application submittals and entitlements.

Rancho Cordova RFP – Section 8. - Conflict of Interest Statement

There is an identity of interest between Volunteers of America Northern California & Northern Nevada (VOA-NCNN) and Volunteers of America National Services (VOANS) as they both are affiliated under the Volunteers of America umbrella.

VOA-NCNN will be the lead developer for the Parcel A project, and VOANS will be the lead developer for the Parcel B project. VOA-NCNN will be the property manager and lead service provider for the projects on both parcels.

The City does not need to grant any conflict waiver as the relationship between VOA-NCNN and VOANS will not create a conflict of interest, nor have any legal implications, for the proposer or the City.

Rancho Cordova RFP – Section 9. - Exceptions

N/A

VOA – NCNN has followed all RFP guidelines and is not requesting any exceptions to the requirements.

Rancho Cordova RFP
7. Sources and Uses of Funds

The costs listed below are estimated costs. If we are selected to proceed with this project, we will work with the local municipality to contain costs with value-engineering options and alternative construction methods.

Permanent Supportive Housing – Parcel A – 44 units - At this time, the only assumed committed sources of funding are the ARPA funds, and land donation. The remaining sources will be pursued if we are selected to proceed with this project.

Permanent Supportive Housing		
Sources of Funds - Permanent		<i>Cost Per Unit</i>
AHP	\$440,000	\$ 10,000
ARPA - Rancho Cordova	\$2,000,000	\$ 45,455
HOME Loan	\$1,000,000	\$ 22,727
Accrued/Deferred Interest - HOME Loan	\$35,173	\$ 799
HCD Gap Loan	\$4,094,978	\$ 93,068
Donated Land	\$1,000,000	\$ 22,727
Capital Contribution - Limited Partner	\$15,130,007	\$ 343,864
Total Uses of Funds	\$23,700,158	\$538,640
Uses of Funds		
Land Costs/Acquisition	\$1,000,000	\$ 22,727
Off-site Improvements	\$250,000	\$ 5,682
New Construction Hard Costs	\$14,000,011	\$ 318,182
Soft Costs	\$5,576,050	\$ 126,728
Developer Fee	\$2,500,000	\$ 56,818
Costs of Issuance (Financing Fees)	\$374,097	\$ 8,502
Total Uses of Funds	\$23,700,158	\$538,640

Community Commercial Kitchen – Parcel A - At this time, VOA-NCNN is still pursuing the funds to construct the community commercial kitchen.

Community Commercial Kitchen		
Sources of Funds - Permanent		<i>Cost Per Unit</i>
Philanthropic Fundraising	\$3,156,700	\$ 3,156,700
Total Uses of Funds	\$3,156,700	\$3,156,700
Uses of Funds		
New Construction Hard Costs	\$3,006,700	\$ 3,006,700
Soft Costs	\$150,000	\$ 150,000
Total Uses of Funds	\$3,156,700	\$3,156,700

ITEM 19.2.**ATTACHMENT 5****Transitional Housing – Parcel A – 80 units**

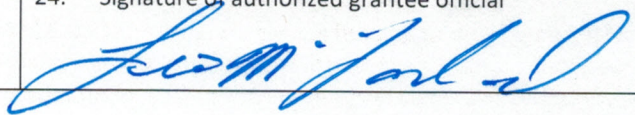
At this time, the only committed sources of funding is the Veterans Grant Program funds. The remaining sources will be pursued if we are selected to proceed with this project. Commitment letter attached.

Transitional Housing		
Sources of Funds - Permanent		<i>Cost Per Unit</i>
AHP	\$800,000	\$ 10,000
Veterans Grant Program	\$2,745,000	\$ 34,313
Philanthropic Fundraising	\$26,535,000	\$ 331,688
Total Uses of Funds	\$30,080,000	\$376,000
Uses of Funds		
New Construction Hard Costs	\$22,480,000	\$ 281,000
Soft Costs	\$7,600,000	\$ 95,000
Total Uses of Funds	\$30,080,000	\$376,000

LIHTC Family Housing – Parcel B – 74 units

At this time, the only assumed committed sources of funding are the ARPA funds, and land donation. The remaining sources will be pursued if we are selected to proceed with this project.

LIHTC Family Housing		
Sources of Funds - Permanent		<i>Cost Per Unit</i>
Conventional Perm Loan - A Tranche	\$3,271,000	\$ 44,203
AHP	\$740,000	\$ 10,000
ARPA - Rancho Cordova	\$2,000,000	\$ 27,027
HOME Loan	\$1,000,000	\$ 13,514
Accrued/Deferred Interest - HOME Loan	\$35,173	\$ 475
HCD Gap Loan	\$7,287,602	\$ 98,481
Deferred Developer Fee	\$4,782,885	\$ 64,634
Donated Land	\$2,000,000	\$ 27,027
Capital Contribution - Limited Partner	\$39,527,548	\$ 534,156
Total Uses of Funds	\$60,644,208	\$819,516
Uses of Funds		
Land Costs/Acquisition	\$2,000,000	\$ 27,027
Off-site Improvements	\$250,000	\$ 3,378
New Construction Hard Costs	\$39,922,968	\$ 539,500
Soft Costs	\$10,476,554	\$ 141,575
Developer Fee	\$7,282,885	\$ 98,417
Costs of Issuance (Financing Fees)	\$711,801	\$ 9,619
Total Uses of Funds	\$60,644,208	\$819,516

 U.S. Department of Veterans Affairs		Veterans Grant Program Grant Agreement		Page 1 of 10
1. Recipient/Grantee Name and Address: Volunteers of America of Greater Sacramento and Northern Nevada, Inc. 3434 Marconi Avenue Sacramento, California 95821-6242		2. Award Date: 05/01/2022	3. Action: New Award	
		4. Project Period: From 05/01/2022 to 09/30/2024 Budget Period: From 05/01/2022 to 09/30/2024		
5. Recipient Unique Entity ID Number: PNW8G83VQVP6		6. Recipient IRS/Vendor Number: 946001984		
7. Unique Federal Award Identification Number (FAIN): VOA984-2999-612-CG-22		8. Assistance Listing Number/Name: 64.024 / VA Homeless Providers Grant and Per Diem Program		
9. Amount of Federal Funds Obligated by this Action: \$2,745,000	10. Total Amount of Federal Funds Obligated: \$0		11. Total Amount of Federal Award: \$2,745,000	
12. Budget Approved by the VA: Yes- 05/01/2022	13. Total Approved Cost Sharing/Matching: N/A		14. Supplement Number: 0	
15. Is this a Research & Development Award: N		16. Indirect Cost Rate: 10% de minimis or as negotiated and previously approved. See 2 CFR 200.414		
17. Project Title: VA Homeless Providers Grant and Per Diem Program				
18. Statutory Authority for Grant: Title 38, United States Code, Sections 2011, 2012, 2013 and 2061; Public Law 114-315, 130 Stat. 1536, Sec. 701, American Rescue Plan Act of 2021 (ARP) (Public Law 117-2).				
19. Method of Payment: Automated Clearing House				
20. Project Description: VA's Homeless Providers Grant and Per Diem (GPD) Program awards funding to the organization identified above to provide Capital improvements to GPD transitional housing as described in their grant application resulting in less congregate and more individual unit style housing, thereby improving personal safety and reducing risks associated with close quarters living for Veterans.				
21. VA Contact: Chelsea Watson, National Director, VA Grant and Per Diem Program Office, (877) 332-0334				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
22. Signature of VA awarding official 		23. Title and name of authorized grantee official 		
		24. Signature of authorized grantee official 		

MEMORANDUM

ITEM 19.3.



DATE: October 17, 2022

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

**SUBJECT: FISCAL YEAR 2021-22 PRELIMINARY YEAR-END FINANCIAL REPORT AND
A RESOLUTION AUTHORIZING BUDGET AMENDMENT**

RECOMMENDATION

Receive the Fiscal Year 2021-22 Preliminary Year-End Financial Report and Adopt the Proposed Budget Amendment Resolution.

RESULT OF RECOMMENDED ACTION

The Fiscal Year 2021-22 Preliminary Year-End Financial Report provides the City Council with the City's unaudited financial performance for the end of the most recent fiscal year. The proposed budget amendment will adjust the budget to account for revenues and expenditures that were not anticipated when the original budget was adopted.

BACKGROUND

The City Council approved Operating Budget serves as the annual plan and resource allocation that guides and ensures implementation of City Council policies and priorities. The budget implements the vision and direction for the range of services that meet the needs of the community.

The City's General Fund, which is the main operating fund for the City ended the 2021-22 fiscal year on a positive note with a year-end surplus. Overall, City revenues continued their upward trend with the General Fund once again obtaining an all-time high. General Fund expenditures ended the year right below the adopted budget. The attached Fiscal Year 2021-22 Preliminary Year-End Financial Report (Attachment 1) provides the revenue and expenditure summary for the General Fund, the City's primary operating fund. It is important to note that these numbers are preliminary and may change as the City completes the Fiscal Year 2021-22 audit process over the next month.

General Fund

Fiscal Year 2021-22 General Fund revenues ended the year at \$68.6 million, the highest level that General Fund revenues have reached and a nearly 7% jump over the prior fiscal year. This record revenue level was driven by the continuing high level of new growth in the City over the past fiscal year and a quicker and more robust post pandemic recovery than anticipated. This

resulted in sales tax surpassing the budget by \$2.3 Million, property transfer tax coming in \$400,000 over budget, and building permit revenues surpassing the budget by \$1.5 million. In addition, FEMA reimbursements of COVID-19 expenditures, most notably the Great Plates program, also contributed to these higher than anticipated revenues with \$2.3 million one-time reimbursements being received. These higher than anticipated revenues were offset by a significant Fair Market Value (FMV) loss for the City's investment portfolio of \$4.7 million. It is important to note that the FMV adjustment is a Government Accounting Standards Board (GASB) accounting entry at fiscal year end to show the value of the City's investment portfolio as compared to market conditions and not an actual loss of cash. This is due to the fact that the City holds its investments to maturity and does not sell investments at a loss. However, during times in which interest rates rise rapidly, as they have done in recent months, the value of the City's investments (held at lower interest rates) is devalued and results in a market value portfolio loss.

The 2021-22 General Fund expenditures ended the year at just under \$65 million, which is just below the 2021-22 expenditure budget. Due to the higher than anticipated revenues, the preliminary General Fund budget surplus at fiscal year-end totals \$3.6 million. In accordance with the City's reserve policy, this surplus will be allocated with 50% (\$1.8M) going to the Capital Facilities Fund and 50% (\$1.8M) going to the Infrastructure Fund. If the proposed budget amendment for the General Fund is adopted (described below), these reserve amounts would decrease by \$400,000 respectively.

Community Enhancement & Investment Fund

Community Enhancement & Investment Fund sales tax revenues are generated through Measure H and Measure R, the City's two ½ cent add-on sales tax measures. Revenues for both Measure H and Measure R totaled \$11.8 million for each measure respectively, which is \$600,000 above the amended Measure H budget and \$1.8 million above the original Measure R budget. There is a proposed budget amendment that would allow for these excess revenues be set aside for anticipated property acquisitions to be made in Fiscal Year 2022-23.

FISCAL IMPACT

The proposed budget amendment for the General Fund would increase revenues by \$3.6 million to \$68.6 million and increase expenditures by \$800K to \$65.8 million. The proposed budget amendment for General Fund expenditures would provide additional expenditure authority to cover costs related to the construction of the Rancho Cordova Youth Center. The remaining surplus will be an automatic budget amendment in accordance with the City's Reserve Policy for transfers out to the Capital Facilities Fund and Infrastructure Fund.

The other proposed budget amendments in various special revenue, capital, enterprise, and internal service funds adjust the budget for additional revenues, expenditures, and depreciation costs that were not anticipated in the original budget.

ATTACHMENT(S)

1. Fiscal Year 2021-22 General Fund Financial Summary
2. Resolution
3. Exhibit A to the Resolution – Budget Amendments
4. Presentation

ITEM 19.3.

ATTACHMENT 1

General Fund Financial Summary

Revenues	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Actual	2022-23 Budget
Taxes							
Property Taxes	16,010,748	17,153,074	18,363,685	19,563,172	20,693,491	21,038,442	21,448,962
Sales Tax	15,205,165	16,145,248	16,653,873	20,163,561	18,920,616	21,231,120	19,412,381
Transient Occupancy Tax	3,984,490	4,315,525	2,957,138	2,744,479	3,600,000	3,863,347	4,200,000
Utility Users Tax	3,835,713	3,450,030	3,361,479	3,558,252	3,308,333	3,522,614	3,281,250
Other Taxes	2,368,054	2,534,195	2,674,735	2,805,911	2,786,253	3,307,617	2,834,492
Taxes Subtotal	41,404,171	43,598,073	44,010,910	48,835,374	49,308,693	52,963,141	51,177,085
Franchise Fees							
Cable Franchise Fee	550,502	489,260	493,235	458,703	475,000	570,376	465,000
PG&E Franchise Fee	114,822	97,421	115,785	-	112,500	141,999	115,000
Other Franchise Fees	223,626	98,306	218,403	182,147	220,000	167,035	220,000
Solid Waste Franchise Fee	1,227,744	1,373,404	1,368,059	1,395,547	1,448,200	1,577,789	1,520,900
Franchise Subtotal	2,116,694	2,058,391	2,195,482	2,036,397	2,255,700	2,457,198	2,320,900
Licenses, Permit, & Fees							
Building Permits	2,289,188	2,372,857	3,531,785	3,901,242	3,050,000	4,559,696	2,950,000
Business License	396,899	432,102	393,699	378,336	392,800	403,019	392,800
Rental Housing License	172,591	167,499	149,218	229,466	225,000	200,196	225,000
Animal License	76,856	76,288	75,344	60,438	75,000	58,753	75,000
Misc. Permits & Fees	242,455	205,252	254,624	228,759	217,809	215,150	241,809
Licenses, Permit, & Fees Subtotal	3,177,989	3,253,997	4,404,670	4,798,240	3,960,609	5,436,814	3,884,609
Fines and Forfeitures							
Traffic Citations	87,779	54,218	52,205	49,201	52,000	35,687	52,000
Parking Fines	128,661	111,101	75,767	36,446	125,000	61,123	125,000
Code Enforcement Fines	188,909	574,109	328,211	420,968	325,000	130,990	325,000
Other Fines	1,144,603	1,019,892	848,773	816,512	1,060,100	578,751	1,060,100
Fines and Forfeitures Subtotal	1,549,953	1,759,319	1,304,956	1,323,127	1,562,100	806,550	1,562,100
Use of Money and Property							
Real Property Leases	-	495,331	436,407	448,112	249,000	493,730	121,000
Investment Earnings	501,253	1,320,395	2,700,134	(1,133,270)	328,000	(4,724,933)	375,000
Use of Money and Property Subtotal	501,253	1,815,726	3,136,541	(685,158)	577,000	(4,231,203)	496,000
Intergovernmental	483,437	742,246	1,092,458	2,468,747	83,500	2,891,354	83,500
Charges for Services	3,307,486	4,404,969	5,000,760	4,916,132	5,463,524	6,462,799	5,514,278
Transfers In	100,000	276,048	279,984	239,024	1,700,000	1,700,000	1,900,000
Other Revenues	96,355	83,413	95,959	225,746	93,000	175,623	94,000
Total General Fund Revenues	\$ 52,737,338	\$ 57,992,183	\$ 61,521,723	\$ 64,157,628	\$ 65,004,126	\$ 68,662,277	\$ 67,032,472
Expenditures							
Personnel Costs	6,743,728	8,061,213	8,635,985	9,179,523	11,728,976	10,990,696	12,247,973
Professional & Contract Services	24,816,546	26,251,324	27,917,053	28,862,813	32,438,172	31,970,058	33,151,109
Debt Service	8,632,032	9,060,042	9,321,866	9,617,177	9,719,844	9,719,844	10,163,569
Operations	3,796,601	3,243,170	2,859,847	6,605,085	3,612,584	3,622,367	3,743,911
Transfers Out	5,640,552	10,527,720	8,418,400	9,198,929	7,483,961	7,554,498	7,483,001
Capital Outlay	2,788,834	178,327	994,923	313,052	-	1,073,579	-
Total General Fund Expenditures	\$ 52,418,293	\$ 57,321,797	\$ 58,148,075	\$ 63,776,579	\$ 64,983,537	\$ 64,931,040	\$ 66,789,563
Revenues Over Expenditures	\$ 319,045	\$ 670,386	\$ 3,373,648	\$ 381,049	\$ 20,589	\$ 3,731,237	\$ 242,909

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE FISCAL YEAR 2021-22 OPERATING BUDGET

RECITALS

WHEREAS, the City Manager has submitted to the City Council of Rancho Cordova a Fiscal Year 2021-22 Proposed Budget; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same with the passage of Resolution No. 76-2021; and

WHEREAS, to keep the budget current it becomes necessary to amend the budget and various schedules on a periodic basis as events necessitate; and

WHEREAS, the Fiscal Year 2021-22 will be amended as shown on the attached Exhibit A:

DECISION

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

1. The Fiscal Year 2021-22 Adopted Budget is hereby amended to incorporate the adjustments on the attached Schedule of Proposed Budget Amendments.
2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 19.3.

ATTACHMENT 3 Exhibit A to the Resolution

Exhibit A City of Rancho Cordova Proposed Budget Amendments Fiscal Year 2021-22

Fund	Fund Name	Adopted Revenue Budget	Proposed Adjustment	Proposed Final Revenue Budget	Description of Adjustment
1000	General Fund	65,004,125	3,658,152	68,662,277	Increase in sales tax & commercial building permits
1100	Community Enhancement	10,000,000	1,831,783	11,831,783	Increase in sales tax revenue
1200	Measure R	10,000,000	1,804,806	11,804,806	Increase in sales tax revenue
2244	SD Park Impact Fees	6,321,492	1,621,000	7,942,492	Impact fee credits
2245	SD Supp. Offsite Water Impact	113,000	600,000	713,000	Additional development activity & Impact fee credits
2280	Cap Vill Park Dev Fee	-	12,000	12,000	Interest Earnings
2295	Tree Program Fund	-	47,000	47,000	In lieu fee
2320	State Grants	1,235,400	3,800,000	5,035,400	Zinfandel Complex Phase I funding reclassified from Fed to State grant
2325	ARPA	-	2,000,000	2,000,000	The recognition from deferred revenue for the land purchase
3100	Capital Facilities	-	48,000	48,000	Interest Earnings
3200	Infrastructure	-	19,000	19,000	Interest Earnings
3400	Community Enhancement Capital	-	89,000	89,000	Interest Earnings
3500	Measure R Capital Fund	-	16,000	16,000	Interest Earnings
5200	Kilgore Cemetery Endow. Care	-	1,500	1,500	plot sales
8110	Local Housing Trust Fund	50,000	650,000	700,000	Affordable Housing Fees

Fund	Fund Name	Adopted Expenditure Budget	Proposed Adjustment	Proposed Final Expenditure Budget	Description of Adjustment
1000	General Fund	64,983,537	800,000	65,783,537	Transfer for Rancho Cordova Youth Center construction
1100	Community Enhancement	11,200,000	600,000	11,800,000	Set aside for property acquisition
1200	Measure R	11,950,000	1,800,000	13,750,000	Set aside for property acquisition
2200	Comm. Facilities Impact Fee	415,940	14,000	429,940	Increase in the City's administrative fee
2204	Library Impact Fees	16,015	3,000	19,015	Increase in the City's administrative fee
2244	SD Park Impact Fees	237,056	1,621,000	1,858,056	Impact fee credits
2245	SD Supp. Offsite Water Impact	500,000	140,000	640,000	Impact fee credits
2320	State Grants	1,000,584	3,800,000	4,800,584	Zinfandel Complex Phase I funding reclassified from Fed to State grant
2325	ARPA	-	2,240,000	2,240,000	Purchases of PPE, COVID events and land purchase
2560	Rancho Cordova Lighting Dstrct	455,000	5,000	460,000	Increased cost of electricity
2800	CFD 2013-2 Police Services	600,000	5,000	605,000	CFD administrative costs
4000	Debt Service	1,323,895	3,000	1,326,895	Banking Fees
7400	Insurance	516,722	69,000	585,722	increased premiums and claims



ITEM 19.3

ATTACHMENT 4

FY 2021-22 Preliminary Year-End Financial Report

October 17, 2022

Fiscal Year 2021-22 Financial Year in Review

- Robust economy coming out of COVID lockdowns resulted in quicker economic recovery than anticipated
- New growth and development in the City continues to lead to all time highs for revenues and expenditures
- City revenues and expenditures continue to be impacted by COVID-19 related activities

General Fund Revenues - Taxes

Revenues	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Actual
<i>Taxes</i>						
Property Taxes	16,010,748	17,153,074	18,363,685	19,563,172	20,693,491	21,038,442
Sales Tax	15,205,165	16,145,248	16,653,873	20,163,561	18,920,616	21,231,120
Transient Occupancy Tax	3,984,490	4,315,525	2,957,138	2,744,479	3,600,000	3,863,347
Utility Users Tax	3,835,713	3,450,030	3,361,479	3,558,252	3,308,333	3,522,614
Other Taxes	2,368,054	2,534,195	2,674,735	2,805,911	2,786,253	3,307,617
Taxes Subtotal	41,404,171	43,598,073	44,010,910	48,835,374	49,308,693	52,963,141

General Fund Revenues

Revenues	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Actual
Taxes	41,404,171	43,598,073	44,010,910	48,835,374	49,308,693	52,963,141
Franchise Fees	2,116,694	2,058,391	2,195,482	2,036,397	2,255,700	2,457,198
Licenses, Permit, & Fees	3,177,989	3,253,997	4,404,670	4,798,240	3,960,609	5,436,814
Fines and Forfeitures	1,549,953	1,759,319	1,304,956	1,323,127	1,562,100	806,550
Use of Money and Property	501,253	1,815,726	3,136,541	(685,158)	577,000	(4,231,203)
Intergovernmental	483,437	742,246	1,092,458	2,468,747	83,500	2,891,354
Charges for Services	3,307,486	4,404,969	5,000,760	4,916,132	5,463,524	6,462,799
Transfers In	100,000	276,048	279,984	239,024	1,700,000	1,700,000
Other Revenues	96,355	83,413	95,959	225,746	93,000	175,623
Total General Fund Revenues	\$ 52,737,338	\$ 57,992,183	\$ 61,521,723	\$ 64,157,628	\$ 65,004,126	\$ 68,662,277

General Fund Expenses

Expenditures	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Actual
Personnel Costs	6,743,728	8,061,213	8,635,985	9,179,523	11,728,976	10,990,696
Professional & Contract Services	24,816,546	26,251,324	27,917,053	28,862,813	32,438,172	31,970,058
Debt Service	8,632,032	9,060,042	9,321,866	9,617,177	9,719,844	9,719,844
Operations	3,796,601	3,243,170	2,859,847	6,605,085	3,612,584	3,622,367
Transfers Out	5,640,552	10,527,720	8,418,400	9,198,929	7,483,961	7,554,498
Capital Outlay	2,788,834	178,327	994,923	313,052	-	1,073,579
Total	\$ 52,418,293	\$ 57,321,797	\$ 58,148,075	\$ 63,776,579	\$ 64,983,537	\$ 64,931,040

General Fund Year-End Snapshot

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Actual
Revenues	52,737,338	57,992,183	61,521,723	64,157,628	65,004,126	68,662,277
Expenses	52,418,293	57,321,797	58,148,075	63,776,579	64,983,537	64,931,040
Revenues Over Expenditures	319,045	670,386	3,373,648	381,049	20,589	3,731,236

Proposed General Fund Budget Amendment to transfer \$800K of surplus for completion of Rancho Cordova Youth Center

Remaining General Fund Surplus of \$2.9 million would be allocated in accordance with Reserve Policy:

- 50% Capital Facilities Fund
- 50% Infrastructure Fund

Community Enhancement & Investment Fund

Fiscal Year 2021-22 Overview

- Measure H Budget: \$11.2 Million Actual Revenues: \$11.8 Million
- Measure R Budget: \$10 Million Actual Revenues: \$11.8 Million

Staff Recommendation/Proposed Budget Amendment to allocate \$2.4 Million in additional revenues as a set aside for anticipated property acquisitions to occur in the current fiscal year